



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, December 10, 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/APPEDED
11:00 AM CLOSED SESSION AND
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Tuesday, December 10, 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. CLOSED SESSION

[19-1152](#)

CONFERENCE WITH LEGAL COUNSEL

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

Significant Exposure to Litigation

2.2. CLOSED SESSION

[19-1159](#)

PUBLIC EMPLOYEE APPOINTMENT

Title: Chief Executive Officer

Ref: Government Code 54957(b)(1)

1:00 PM

2.3. District Council Report.

2.4. Pledge of Allegiance/National Anthem.

2.5. Orders of the Day.

A. Approximate Discussion Time (Board); and

B. Adjustments to the Order of Agenda Items.

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

Notice to the public: 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.

*2.7. Approval of Partnership Agreement Between the Santa Clara Valley Water District, the City of Palo Alto and the City of Mountain View to Advance Resilient Water Reuse Programs in Santa Clara County.

[19-1121](#)

Recommendation:

- A. Adopt a Resolution Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) Based on the Environmental Impact Report for the City of Palo Alto Recycled Water Project and the addendum prepared by the City of Palo Alto; and
- B. Authorize the Chief Executive Officer to execute the Agreement Between the Santa Clara Valley Water District, the City of Palo Alto and the City of Mountain View to Advance Resilient Water Reuse Programs in Santa Clara County (Agreement).

Manager: Jerry De La Piedra, 408-630-2257

Attachments: [Attachment 1: Agreement](#)
[Attachment 2: Support Letters](#)
[Attachment 3: PowerPoint](#)
[Attachment 4: Resolution](#)
[*Handout 2.7-A, Sustainable Silicon Valley](#)

Est. Staff Time: 10 Minutes

3. CONSENT CALENDAR: (3.1 - 3.4) (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. Approve the Board of Directors' Quarterly Expense Report for the Quarter Ending September 30, 2019. [19-1110](#)

Recommendation: A. Review the Board of Directors' Quarterly Expense Report for the Quarter Ending September 30, 2019; 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. Adopt Revisions to the Board Governance Policy Executive Limitation 5 required by Assembly Bill (AB) 707 (Kalra) Valley Water Contracting. [19-1141](#)

Recommendation: Review and adopt proposed revisions to the Board Governance Policy Executive Limitation (EL) 5 in accordance with AB 707 (Kalra) effective January 1, 2020.

Manager: Tina Yoke, 408-630-2385

Attachments: [Attachment 1: AB707 \(Kalra, 2019\) Valley Water Contracting](#)

Est. Staff Time: 5 Minutes

- *3.3. Accept the CEO Bulletins for the Weeks of November 22-28, and November 29 Through December 5, 2019. [19-1160](#)

Recommendation: Accept the CEO Bulletins.

Manager: Norma Camacho, 408-630-2084

Attachments: [Attachment 1: 112819 CEO Bulletin](#)
[*Attachment 2: 120519 CEO Bulletin](#)

3.4. Approval of Minutes.

[19-1101](#)

Recommendation: Approve the minutes.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 102219 Regular Meeting Minutes](#)
[Attachment 2: 102819 Special CS Meeting Minutes](#)

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

4.1. Review of Board Governance Policy, GP-9.2.1, Governance Process,
Board Committee Structure, Board Members Representation on Board
Standing and Ad Hoc Committees.

[19-1104](#)

Recommendation: Review Board Governance Policy, GP-9.2.1, Governance
Process, Board Committee Structure, Board Members
Representation on Board Standing and Ad Hoc Committees
and make revisions as the Board deems necessary.

Manager: Michele King, 408-630-2711

Est. Staff Time: 5 Minutes

Standing Reports (Verbal Reports):

1. Delta Conveyance Design and Construction Authority (DCA) Update
2. Delta Conveyance Finance Authority (Finance Authority) Update

Board Committees (Summary or Meeting Agenda):

3. Board Audit Committee (BAC)
4. Board Policy and Planning Committee (BPPC)
5. Capital Improvement Program (CIP) Committee
6. Coyote Flood Risk Reduction (CFRR) Ad Hoc Committee
7. Diversity and Inclusion (D&I) Ad Hoc Committee
8. Fishery and Aquatic Habitat Collaborative Effort (FAHCE) Ad Hoc Committee
9. Homeless Encampment Ad Hoc Committee (HEAHC)
10. Recycled Water Committee (RWC)
11. Water Conservation and Demand Management (WCDM) Committee
12. Water Storage Exploratory Committee (WSEC)

Board Advisory Committees (Summary or Meeting Agenda):

13. Agricultural Water Advisory Committee (AWAC)
14. Environmental and Water Resources Committee (EWRC)
15. Santa Clara Valley Water Commission (Water Commission)
16. Youth Commission

Board Joint Committees (Summary or Meeting Agenda):

17. Joint Recycled Water Advisory Committee (JRWAC) (Sunnyvale)
18. Joint Recycled Water Advisory Committee (JRWAC) (East PA/PA/MV)
19. Joint Recycled Water Policy Advisory Committee (JRWPAC) (SJ/SC/TPAC)
20. Joint Water Resources Committee (JWRC) (Gilroy/Morgan Hill)
21. San Felipe Division Reach One

External Committees/Agencies (Verbal Report):

22. ACWA and ACWA Joint Powers Insurance Authority
23. Baylands Shoreline Steering Committee
24. California WaterReuse Association
25. Joint Venture Silicon Valley Board of Directors
26. Landscape Committee
27. Local Agency Formation Commission (LAFCO)
28. Northern California Latino Water Coalition
29. Pajaro River Watershed Flood Protection Authority
30. Redevelopment Dissolution Countywide Oversight Board of Santa Clara County
31. Safe, Clean Water Independent Monitoring Committee (IMC)
32. San Francisquito Creek JPA
33. Santa Clara County Water Retailers

34. Santa Clara Valley Habitat Conservation Plan JPA
35. San Luis and Delta-Mendota Water Authority Board and Delta Habitat Conservation & Conveyance Plan Steering Committee
36. Santa Clara County Emergency Operations Area Council
37. Santa Clara County Recycling and Waste Reduction Commission
38. Santa Clara County Special Districts Association
39. South County Regional Wastewater Authority (SCRWA)
40. Station Area Advisory Group (SAAG)
41. Zone 7, EBRPD, ACWD, SCVWD, LARPD and Tri-Valley Conservancy Liaison Committee

Attachments: [*Handout 4.2.4-A, 112519 BPPC Summary](#)
 [*Handout 4.2.5-A, 111819 CIP Summary](#)
 [*Handout 4.2.5-B, 120919 CIP Agenda](#)
 [*Handout 4.2.12-A, 121119 WSEC Agenda](#)
 [*Handout 4.2.3-A, 121619 BAC Agenda](#)

5. WATER UTILITY ENTERPRISE:

6. WATERSHEDS:

- 6.1. Approve the Agreement with Environmental Science Associates (ESA) for On-Call Planning & Design Services for Water Resources and Stewardship Agreement, CAS File No. 5017, for a not-to-exceed fee of \$1,000,000; and approve the Agreement with GEI Consultants for On-Call Planning and Design Services for Water Resources and Stewardship Agreement, CAS File No. 4968, for a not-to-exceed fee of \$1,000,000. [19-1111](#)

Recommendation: A. Approve the On-Call Planning & Design Services for Water Resources & Stewardship Agreement with Environmental Science Associates (ESA), for a not-to-exceed fee of \$1,000,000 for the initial base term of four years, with the option to renew for up to one year, at the sole discretion of the District, for an additional amount of \$500,000; and

 B. Approve the On-Call Planning & Design Services for Water Resources & Stewardship Agreement with GEI Consultants, Inc. (GEI), for a not-to-exceed fee of \$1,000,000 for the initial base term of four years, with the option to renew for up to one year, at the sole discretion of the District, for an additional amount of \$500,000.

Manager: Vincent Gin, 408-630-2633

Attachments: [Attachment 1: Agreement with ESA](#)
 [Attachment 2: Agreement with GEI](#)

Est. Staff Time: 5 Minutes

- 6.2. Budget Adjustment in the Amount of \$320,000; Approve an Increase of \$12,591.63 to the Construction Contract Contingency Sum; and Accept the Project as Complete for the Cunningham Flood Detention Facility Certification Project (Construction Stage 1 - Milestones 1 and 1a), Gordon N. Ball, Contractor, Project No. 40264011, Contract No. C0641 (San Jose) (District 1). [19-1014](#)

Recommendation:

- A. Approve a Fiscal Year 2020 budget adjustment in the amount of \$320,000 from Fund 12 Watershed Stream Stewardship Fund to the Cunningham Flood Detention Facility Project;
- B. Approve an increase of \$12,591.88 to the construction contract contingency sum;
- C. Accept the work as complete on the Cunningham Flood Detention Facility Certification Project (Construction Stage 1 - Milestones 1 and 1a), Project No. 40264011, Contract No. C0641; and
- D. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work for Construction Stage 1 - Milestones 1 and 1a and submit for recording to the County of Santa Clara Office of the Clerk-Recorder.

Manager: Ngoc Nguyen, 408-630-2632

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

Est. Staff Time: 10 Minutes

- 6.3. Budget Adjustment in the Amount of \$3 Million from Fund 12 Watershed and Stream Stewardship Operating and Capital Reserves to the South San Francisco Bay Shoreline Project, Project No. 00044026. (District 3) [19-0724](#)

Recommendation: Approve a budget adjustment in the amount of \$3 million from Fund 12 Watersheds Stream Stewardship Operating and Capital Reserves to the South San Francisco Bay Shoreline Project, Project No. 00044026.

Manager: Ngoc Nguyen, 408-630-2632

Est. Staff Time: 5 Minutes

7. EXTERNAL AFFAIRS:

- *7.1. Opportunities to Enhance and Update the Safe, Clean Water and Natural Flood Protection Program by Evaluating a Future Funding Measure. [19-1172](#)

Recommendation:

- A. Receive information on opportunities to strengthen and update the existing Safe, Clean Water and Natural Flood Protection Program;
- B. Receive information on the feasibility of developing and placing a future funding measure on the November 2020 ballot;
- C. Receive information of next steps towards developing a future funding measure and program, which will be brought to the Board for consideration in 2020; and
- D. Provide staff direction on considerations and next steps for developing a funding measure to continue and extend an existing special parcel tax for continued funding of the Safe, Clean Water and Natural Flood Protection Program for potential placement on the November 2020 ballot.

Manager: Marta Lugo, 408-630-2237

Attachments: [*Supplemental Agenda Memorandum](#)
[*Supplemental Attachment 1: Voter Survey Results](#)

Est. Staff Time: 5 Minutes

- 7.2. 2019 Update on Programs and Activities in the Office of Civic Engagement. [19-0924](#)

Recommendation: Receive information and updates on the programs and activities in the Office of Civic Engagement.

Manager: Rick L. Callender, 408-630-2017

Attachments: [Attachment 1: PowerPoint](#)

Est. Staff Time: 10 Minutes

8. CHIEF EXECUTIVE OFFICER:

- 8.1. Planning for Fiscal Year 2020-21 Budget Process. [19-1109](#)

Recommendation: Receive and discuss the Fiscal Year 2020-21 budget process overview.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: PowerPoint](#)

Est. Staff Time: 5 Minutes

- 8.2. CEO and Chiefs' Report.

9. ADMINISTRATION:

10. DISTRICT COUNSEL:

11. ADJOURN:

11.1. Board Member Reports/Announcements.

11.2. Proposed Future Board Member Agenda Items.

11.3. Clerk Review and Clarification of Board Requests.

11.4. Adjourn to Special Meeting at 10:00 a.m., on December 17, 2019, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California.

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Santa Clara Valley Water District

File No.: 19-1152

Agenda Date: 12/10/2019
Item No.: 2.1.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL
Pursuant to Government Code section 54956.9(d)(2)
Significant Exposure to Litigation

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Santa Clara Valley Water District

File No.: 19-1159

Agenda Date: 12/10/2019
Item No.: 2.2.

NON-EXHIBIT/CLOSED SESSION ITEM

SUBJECT:

CLOSED SESSION
PUBLIC EMPLOYEE APPOINTMENT
Title: Chief Executive Officer
Ref: Government Code 54957(b)(1)

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Santa Clara Valley Water District

File No.: 19-1121

Agenda Date: 12/10/2019

Item No.: *2.7.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approval of Partnership Agreement Between the Santa Clara Valley Water District, the City of Palo Alto and the City of Mountain View to Advance Resilient Water Reuse Programs in Santa Clara County.

RECOMMENDATION:

- A. Adopt a Resolution Making Responsible Agency Findings Pursuant to the California Environmental Quality Act (CEQA) Based on the Environmental Impact Report for the City of Palo Alto Recycled Water Project and the addendum prepared by the City of Palo Alto; and
- B. Authorize the Chief Executive Officer to execute the Agreement Between the Santa Clara Valley Water District, the City of Palo Alto and the City of Mountain View to Advance Resilient Water Reuse Programs in Santa Clara County (Agreement).

SUMMARY:

A reliable supply of clean water is necessary for the environmental, economic, and social well-being of Santa Clara County. The Santa Clara Valley Water District (Valley Water) in collaboration with its local partners, the cities of Palo Alto and Mountain View, have been working diligently to further develop water supplies and infrastructure to meet the county's water supply needs. To this end, a Term Sheet was developed over the past two years, culminating in a draft Agreement which is being presented to the Board of Directors (Board) for approval today. There are three main parts of the Agreement, including:

1. Funding a local salt removal facility (referred to as the "Local Plant"), owned and operated by Palo Alto, to provide a higher quality of recycled water for irrigation and cooling towers,
2. An effluent transfer option to Valley Water for a regional purification facility (referred to as the "Regional Plant"), owned and operated by Valley Water, to provide advanced purified water for potable reuse, and
3. A water supply option for the cities of Palo Alto and Mountain View to request an additional supply if needed.

The specific elements of the Agreement are described below and will be presented as part of the Board presentation.

- A. Valley Water will contribute \$16 million toward the local salt removal facility. Mountain View

and Palo Alto will share the remaining costs (approximately \$4 million) at a level of 75% and 25%, respectively. In cooperation of Palo Alto, this facility could be used by Valley Water to conduct research studies.

- B. Palo Alto will have up to 13 years to design, construct and commence operation of the local salt removal facility. If Palo Alto decides not to proceed with the salt removal facility, the \$16 million could be used for other water reuse and related programs that benefit all Regional Water Quality Control Plant (RWQCP) partners that have committed their effluent to Valley Water (including the cities of Palo Alto, Mountain View, Los Altos, Stanford University, and the Town of Los Altos Hills).
- C. Valley Water will pay \$200,000 per year from the date of execution of the agreement, to culminate on June 1, 2033, or at startup of the regional purification facility, whichever occurs first. Fifty percent (50%) of the \$200,000 will be allocated to Palo Alto and Mountain View. Palo Alto will distribute the remaining 50% to the other RWQCP partners that have committed their effluent to Valley Water. Palo Alto shall ensure that the \$200,000 will be utilized for water supply or water reuse related projects in the RWQCP service area.
- D. Valley Water will receive approximately 10,000 acre-feet per year of effluent for its regional purification facility. Valley Water will compensate the RWQCP partners \$1.0 million per year for the effluent, to be divided proportionally among the RWQCP partners based on the amount of effluent committed. Alternatively, Valley Water may elect to pay \$1 million per year from startup of the regional purification facility, but postpone the receipt of the effluent for up to 10 years, to allow for flexibility in the development and construction of the regional purification facility.
- E. Valley Water will have up to 13 years to design, construct and commence operation of the regional purification facility. Once complete, Valley Water will receive the effluent for 63 years, long enough to economically justify the large capital investment and meet Valley Water's long-term water supply planning objectives. Total term of the partnership is up to 76 years.
- F. In the event a regional purification facility is built in Palo Alto, Palo Alto will make best efforts and cooperate with Valley Water to make any changes in its National Pollution Discharge Elimination System permit to accommodate reverse osmosis concentrate (a by-product of the purification process) discharge to receiving waters under jurisdiction of the federal and state regulators. In addition, Valley Water shall evaluate and implement alternative reverse osmosis concentrate management measures acceptable to Palo Alto, if within Palo Alto's jurisdiction.
- G. The draft term sheet also includes a unique water supply option for Palo Alto and Mountain View. Beginning one year after execution of the agreement, Palo Alto and/or Mountain View may notify Valley Water that additional water is needed in their respective service areas. Palo Alto may request up to 3.0 Million Gallons per Day (MGD) and Mountain View may request up to 1.3 MGD. Valley Water will provide Palo Alto and/or Mountain View a proposal of a potential water supply for their consideration. If accepted, Valley Water will have 10 years from date of acceptance to provide the water. All costs, including facility costs, commodity costs, wheeling fees, and the incremental costs incurred by Valley Water to develop the proposal, will be paid by Palo Alto and/or Mountain View.
- H. To protect its investment, Valley Water will have the first right to purchase the RWQCP should Palo Alto ever choose to sell it. If Valley Water determines it wishes to not purchase the

RWQCP, the provisions of this partnership shall survive any sale of the RWQCP to a third-party during the term of the agreement.

Environmental Benefits

Expanding water reuse in the county via this partnership could yield environmental benefits in relatively near term by keeping a significant amount of RWQCP effluent out of the Lower South San Francisco Bay (SF Bay). Currently the RWQCP treats approximately 20,000 acre-feet of which 96% is discharged to the SF Bay and approximately 4% is used for non-potable reuse in the RWQCP service area. A decrease in discharges to the SF Bay is also a goal of the 2016 City of Palo Alto's Sustainability and Climate Action Plan.

Water supply demands in other parts of the county could also benefit from a regional water purification facility by reducing the reliance on imported water with a sustainable water supply source. Specific benefits to the Palo Alto and Mountain View area include reducing the amount of water imported from the Tuolumne River and increasing the use of recycled water from the local salt removal facility, respectively. Mountain View has indicated interest from approximately 60 new commercial irrigation customers who are waiting for the current recycled water salinity to decrease before connecting to the distribution system.

BACKGROUND:

Valley Water and Palo Alto executed a Memorandum of Understanding on August 28, 2017, for the purpose of developing plans and studies to expand the production and use of recycled and purified water within the County. In addition, Valley Water and the City of Mountain View executed an Agreement on October 11, 2017, to assess the feasibility of water reuse alternatives.

Valley Water is currently in the process of updating its Water Supply Master Plan (Master Plan), which recommends investment decisions to meet the county's 2040 water supply reliability goals in a cost-effective manner. One of the key strategies of the Master Plan is to expand water conservation and water reuse. These types of programs offer multiple benefits, including being locally controlled and drought-resilient, and are generally well-supported by the community. The Master Plan has identified a goal of developing 24,000 acre-feet per year (AFY) of potable reuse capacity by 2028, above and beyond the 33,000 AFY of non-potable reuse. In addition, Valley Water has established a goal that at least 10 percent (10%) of total countywide demands will be met from water reuse by 2025.

To identify and analyze the specific projects needed to meet the Master Plan water reuse goal, Valley Water continues to develop the Countywide Water Reuse Master Plan (CWRMP) in collaboration with recycle water producers, wholesalers, retailers, users, and other interested parties. As a result, several portfolios with different project components are being evaluated throughout the county. One of which includes an option to build a regional purification facility in Palo Alto that could receive treated effluent from the Palo Alto RWQCP and purify it for potable reuse in the county. This will fulfill more than one-third of Valley Water's goal of developing 24,000 AFY. Another component is the

construction of a local salt removal facility for blending treated effluent from the RWQCP to produce and increase enhanced non-potable reuse in the cities of Palo Alto and Mountain View. Future expansion of the enhanced non-potable reuse could also benefit the other RWQCP tributaries, including Stanford University, Los Altos, Los Altos Hills, and the East Palo Alto Sanitary District.

Stakeholder Support:

As part of the outreach efforts to solicit support for the Agreement, staff from all three agencies reached out to the general public, non-profit organizations, and regulators obtaining overwhelming support. On October 23, 2019, Valley Water along with the cities of Palo Alto and Mountain View held a public meeting to inform the public about the proposed partnership. The meeting was well attended by residents who asked questions and discussed the details of the proposed partnership with staff from all three agencies. In addition, the U.S. Environmental Protection Agency and San Francisco Bay Regional Water Quality Control Board provided letters of support, along with the Mountain View Chamber of Commerce, Sustainable Silicon Valley, the Silicon Valley Leadership Group, the Santa Clara and San Benito Counties Building and Construction Trades Council, and the Mountain View Chamber of Commerce, all of which are included in this packet as Attachment No. 2.

Committee Discussions and Outcomes:

- August 14, 2019: staff provided Valley Water's Recycled Water Committee (Committee) an update on the development of a long-term partnership between Valley Water, the City of Palo Alto, and City of Mountain View to expand water reuse in the county. At this meeting, Committee members discussed key terms of the partnership and supported staff to continue working on this effort, with the goal of completing it by the end of calendar year 2019.
- September 4, 2019: staff from the City of Palo Alto presented the key terms of the partnership to the city's Utility Advisory Commission and solicited input in preparation of the subsequent City of Palo Alto Council study session on September 23, 2019. At the City Council study session, Palo Alto staff presented and discussed the draft term sheet, receiving overwhelming support from council members who expected to approve the final agreement in mid-November 2019.
- September 5, 2019: staff provided Valley Water's Joint Recycled Water Advisory Committee (Joint Committee), comprised of Valley Water, Mountain View, Palo Alto and East Palo Alto representatives, an update to the ongoing discussions related to the partnership. The Joint Committee had several clarifying questions, expressed support of the draft terms, and indicated their support for staff to continue working on the term sheet and provide an update to Valley Water's Board of Directors in October 2019.
- September 23, 2019: Palo Alto's City Council held a study session to review the draft term sheet and provided overwhelming support for staff to continue finalizing it.

-
- October 22, 2019: Valley Water staff presented to the Board an update on the development of a partnership to expand water reuse in Santa Clara County. The update included the draft term sheet and a timeline for review and approval. The Board provided favorable support of the term sheet and for staff to continue to finalize the agreement.
 - November 18, 2019: Staff from the City of Palo Alto presented the Agreement to their City Council who had several clarifying questions but were supportive and unanimously approved the Agreement.
 - November 18, 2019: Staff from the City of Mountain View also presented the Agreement to their City Council receiving overwhelming support, unanimously approving the Agreement.

FINANCIAL IMPACT:

The financial impact to Valley Water includes funding the local salt removal facility in the amount of \$16 million, which may be sourced by Guiding Principle No.5 funds or as a component of the Expedited Purified Water Program (Project No. 91304001). Valley Water will also pay \$200,000 per year, starting in year one to culminate in year thirteen, or at startup of the regional purification facility, whichever occurs first. Finally, Valley Water will pay \$1,000,000 per year for the effluent once startup of the regional purification facility has been initiated. All three payments will escalate annually based on the factors outlined in the partnership Agreement and would be paid for by water charge related revenues.

Costs related to the regional purification facility are still being developed as part of Valley Water's Countywide Water Reuse Master Plan and would be paid for by water charge related revenues as well as potential grant funding sources.

CEQA:

Pursuant to the Agreement, Palo Alto and Mountain View may utilize Valley Water's \$16 million contribution to construct the Local Plant or an alternative to the Local Plant. Palo Alto, as CEQA lead agency, certified an EIR for the city's long range facilities plan for the RWQCP which included the City of Palo Alto Recycled Water Project, and approved an addendum to the EIR in November 2019. Collectively, the 2015 EIR and the addendum analyzed environmental impacts of the Local Plant. A copy of the 2015 EIR and the addendum can be found at <https://www.cityofpaloalto.org/civicax/filebank/documents/49079> and <https://www.cityofpaloalto.org/civicax/filebank/blobdload.aspx?t=60398.77&BlobID=73884> respectively. Staff reviewed the 2015 EIR along with the 2019 addendum, and determined that Valley Water may rely on Palo Alto's CEQA documents to approve the Agreement. Staff recommends that the Board adopt the resolution (Attachment 4) making CEQA responsible agency findings in regard to the Local Plant. Execution of the Agreement does not commit Valley Water to a definite course of action with respect to the Effluent Transfer Option or Regional Plant. Environmental review, if required, will be completed prior to Valley Water's exercising its Effluent Transfer Option or Valley Water's approval of the Regional Plant.

ATTACHMENTS:

Attachment 1: Agreement
Attachment 2: Support Letters
Attachment 3: PowerPoint
Attachment 4: Resolution

UNCLASSIFIED MANAGER:

Jerry De La Piedra, 408-630-2257

PARTNERSHIP AGREEMENT TO ADVANCE RESILIENT WATER REUSE PROGRAMS IN SANTA CLARA COUNTY

This Partnership Agreement to Advance Resilient Water Reuse Programs in Santa Clara County (Agreement) effective December 10, 2019, is entered into by and between the City of Palo Alto, a California chartered municipal corporation (Palo Alto), the City of Mountain View, a California charter city and municipal corporation (Mountain View), and the Santa Clara Valley Water District, a Special District created by the California Legislature (Valley Water). Palo Alto, Mountain View, and Valley Water are referred to herein collectively as “Parties” or individually as “Party”.

RECITALS

WHEREAS, the governing bodies of Palo Alto, Mountain View and Valley Water have established policy goals for long term sustainability, which include maintaining effective use of existing infrastructure, lowering the carbon footprint of energy use, deploying water use efficiency programs, capturing local storm water, managing groundwater basins, and expanding use of recycled water; and

WHEREAS, the Parties have long-standing responsibilities and services to supply water to their customers in Santa Clara County (County) under both normal and drought conditions; and

WHEREAS, Valley Water and Palo Alto executed a Memorandum of Understanding on August 28, 2017, for the purpose of developing plans and studies to expand the production and use of recycled and purified water within the County; and

WHEREAS, Valley Water and Mountain View executed an agreement on October 11, 2017, to Assess the Feasibility of Water Reuse Alternatives, by working together and with other government agencies to expand production and use of recycled and purified water within the County; and

WHEREAS, the Parties seek to develop locally reliable water supply sources to offset supplies of water that would otherwise be imported via the Sacramento-San Joaquin River Delta and its tributaries, including the Tuolumne River and other mountain streams; and

WHEREAS, the Parties together are finalizing the Northwest County Recycled Water Strategic Plan to inform their respective policy makers of opportunities in the north-west portion of the County, including Palo Alto and Mountain View, for groundwater recharge, further recycled water development, and deployment of highly purified wastewater to supplement drinking water; and

WHEREAS, increasing the use of recycled water decreases the volume of wastewater effluent discharged to San Francisco Bay where harm to aquatic life can occur; and

WHEREAS, Valley Water has established a goal that at least 10 percent of total County water demands be supplied by recycled water by 2025; and

WHEREAS, decreasing the salinity of the treated wastewater from the Regional Water Quality Control Plant (RWQCP) through further treatment will allow it to be used on more types of flora, especially redwood trees, thereby increasing its overall use; and

WHEREAS, Palo Alto and Mountain View benefit from the improved recycled water quality, which will facilitate use of recycled water on a wider range of landscaping and allow the Cities to expand their recycled water distribution infrastructure; and

WHEREAS, the Parties recognize the importance of source control for water reuse and are studying measures to address the issue; and

WHEREAS Valley Water is currently researching and piloting both indirect and direct potable reuse technologies within the County; and

WHEREAS, decreasing the salinity in Recycled Water used for irrigation keeps that salt and other constituents out of the soil and ultimately out of the groundwater; and

WHEREAS, the Parties recognize that well-purposed and managed partnerships can serve the public interest more effectively than individual efforts to develop and manage water supplies; and

WHEREAS, the Parties desire to cooperate to achieve the most cost effective, environmentally beneficial utilization of treated wastewater in the County.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows.

AGREEMENT

ARTICLE A. Definitions

As used in this Agreement, the following terms have the following meanings.

- (a) Agreement: The December 10, 2019, Partnership Agreement to Advance Resilient Water Reuse Programs in Santa Clara County between Palo Alto, Mountain View, and Valley Water.
- (b) CEQA: California Environmental Quality Act.
- (c) Designated Representatives: Employees or officials designated in writing by each of the respective Parties to serve as representatives for purposes of this Agreement. In the absence of such written notice, the Designated Representatives shall be the Valley Water Chief Executive Officer, the Mountain View City Manager, and the Palo Alto City Manager.
- (d) Dispute Resolution Procedure: The alternative dispute resolution process to be used for disputes arising out of this Agreement. The procedure is set forth in more detail in Section 23 below.
- (e) Effective Date: December 10, 2019 shall be the date this Agreement is effective.
- (f) Effluent: Tertiary treated wastewater from the RWQCP that meets National Pollutant Discharge Elimination System permit requirements.
- (g) Effluent Transfer Option: Valley Water's option to secure Effluent, as described in Section 11 of this Agreement.
- (h) Enhanced Recycled Water: Non-potable water produced by the Local Plant which is blended with Recycled Water from the RWQCP.
- (i) Local Plant: A salinity removal unit to produce 1.25 MGD Enhanced Recycled Water for the RWQCP Service Area.
- (j) MGD: Million gallons per day, expressed as an annual average, unless otherwise noted.
- (k) Minimum Flow Delivery: An annual average of 9 MGD of Effluent to be supplied by the RWQCP to Valley Water, consistent with Appendix 1.
- (l) NEPA: National Environmental Policy Act.
- (m) O&M: Operation and maintenance.
- (n) Parties: The City of Palo Alto ("Palo Alto"), the City of Mountain View ("Mountain View"), and the Santa Clara Valley Water District ("Valley Water").

- (o) Recycled Water: Effluent that is treated to meet California Code of Regulations Title 22 requirements for non-potable water.
- (p) Regional Plant: A purification treatment facility capable of treating Effluent flows of 9 MGD or greater for the purpose of regional water supply benefit.
- (q) Regional Program: Valley Water's program to derive benefits from the Effluent under the terms of this Agreement.
- (r) Remaining Funds: Funds available for use by the RWQCP Partners pursuant to Section 5(f).
- (s) Responsible Agencies: Responsible Agencies are agencies other than the lead agency, that have some discretionary authority for carrying out or approving a project, as defined in the California Environmental Quality Act and its associated regulations.
- (t) RWQCP: The Palo Alto Regional Water Quality Control Plant.
- (u) RWQCP Partners: The cities of Palo Alto, Mountain View, and Los Altos; the Town of Los Altos Hills; the East Palo Alto Sanitary District and Stanford University.
- (v) RWQCP Service Area: RWQCP Service Area includes the service areas of the RWQCP Partners.
- (w) Startup: The point in time when Valley Water begins to receive Effluent, following initial testing and commissioning, or the point in time when Valley Water begins to pay for the Effluent as part of its Regional Program, pursuant to this Agreement, whichever is earlier.
- (x) Term: The total duration of the Agreement as described in Section 1 of this Agreement.
- (y) Water Supply Option: Palo Alto's and Mountain View's option to secure additional water supply as described in Section 19 of this Agreement.

ARTICLE B - General Provisions

1. Term.

This Agreement shall be in effect on December 10, 2019. The Term of the Agreement shall be dependent upon the actions of the Parties pursuant to Articles C and D as set forth more particularly below:

- a. If Valley Water exercises its Effluent Transfer Option within 13 years of the Effective Date and the Local Plant is constructed in accordance with Section 5, then the Term of this Agreement shall be for as long as Valley Water is required to or elects to make annual payments for the Effluent (pursuant to Section 12, Section 17 and Section 20), up to a maximum of 63 years from Startup (not to exceed 76 years from the Effective Date). If Valley Water exercises its rights under Section 20, then the Term shall expire 30 years after the commencement date of operation of the Local Plant or the actual date of termination under Section 20 if later.
- b. If Valley Water exercises its Effluent Transfer Option within 13 years of the Effective Date and the Local Plant is not constructed in accordance with Section 5, then the Term of this Agreement shall be for as long as Valley Water is required to or elects to make annual payments for the Effluent (pursuant to Section 12, Section 17 and Section 20), up to a maximum of 63 years from Startup (not to exceed 76 years from the Effective Date). If Valley Water exercises its rights under Section 20, then the Term shall expire 18 years after the Effective Date or the actual date of termination under Section 20 if later.
- c. If Valley Water does not exercise the Effluent Transfer Option and the Local Plant is constructed in accordance with Section 5, the Term shall expire 30 years after the commencement date of operation of the Local Plant.
- d. If Valley Water does not exercise the Effluent Transfer Option and the Local Plant is not constructed in accordance with Section 5, the Term of this Agreement shall expire 18 years after the Effective Date.

2. Governance.

A joint committee comprised of elected officials from Valley Water, Palo Alto and Mountain View will be established to review and accept updates on the design, construction, operation and regulatory compliance of the Local Plant and the Regional Plant if the Regional Plant is located in Palo Alto. If the Regional Plant is not located in Palo Alto then the aforementioned committee will operate only with respect to the Local Plant. The committee's role will be advisory to staff and governing bodies of the Parties.

ARTICLE C - Local Plant

3. Local Plant Beneficiaries

The Parties agree that the Local Plant will be developed by Palo Alto and operated for the benefit of Recycled Water customers of Palo Alto, Mountain View, and potentially

other RWQCP Partners. However, Palo Alto and Mountain View shall ensure that funding from Valley Water shall only be used to benefit users in Santa Clara County.

4. Local Plant Ownership, Operation and Maintenance, and Location

The Parties agree that Palo Alto shall own the Local Plant and be responsible for its design, construction, operation, maintenance, ultimate decommissioning, and site restoration. The Local Plant shall be located within the RWQCP site.

Palo Alto, as the Lead Agency under CEQA for the Local Plant, has prepared an Addendum to the City of Palo Alto Recycled Water Project Environmental Impact Report certified and adopted in 2015 evaluating the environmental impacts of the Local Plant.

5. Local Plant Capital Costs

- a. Valley Water's Contribution. The Local Plant capital cost is estimated to be \$20 Million (2019 dollars). Valley Water's contribution shall be \$16 Million (2019 dollars), escalated annually based on Valley Water's Yield-to-Maturity Rate as published in Valley Water's Quarterly Performance Reports to the Board of Directors for the fourth quarter of each fiscal year (hereinafter referred to as "\$16 Million Contribution"). Valley Water's \$16 Million Contribution towards the Local Plant and, if applicable, other projects described in Section 5(f), in conjunction with the Annual Option Payments set forth in Section 6, shall constitute full and final consideration for its right to secure the Minimum Flow Delivery.
- b. Palo Alto and Mountain View's Contribution. Subject to Section 5(d), Palo Alto's and Mountain View's combined capital contribution shall be the difference between the actual cost of the Local Plant and Valley Water's \$16 Million Contribution.
- c. Benefits of Grant Funding. Any federal grant funding sought by Palo Alto or Mountain View, or both, for the Local Plant shall not include the San Jose Area Water Reclamation and Reuse Program under the Title XVI Program. The benefits of any grant funding for the Local Plant shall be split by Palo Alto and Mountain View as determined in and through a separate agreement between Palo Alto and Mountain View.
- d. In the Event of Elevated Costs. Should the lowest responsible construction bid, or any other circumstance, result in a Local Plant total project cost above the \$20 Million (2019 dollars) estimate, Palo Alto and/or Mountain View may elect to cover the increase (above Valley Water's \$16 Million contribution) independently, without an additional contribution from Valley Water. If Palo Alto and/or Mountain View are unable to identify a funding source or secure low interest rate loans to sufficiently cover costs above the \$20 Million total project cost estimate, Palo Alto

or Mountain View or both may request to meet and confer with Valley Water to potentially modify this Agreement. However, absent such a modification to the Agreement, Valley Water's contribution shall be limited to the \$16 Million Contribution.

- e. In the Event of No Local Plant. If Palo Alto and Mountain View elect not to proceed with or complete construction of the Local Plant within 13 years of the Effective Date, they shall provide written notice to Valley Water within this 13-year period and they shall still receive the \$16 Million Contribution from Valley Water so long as such funds are allocated and utilized consistent with the provisions of Sections 5(f) and 5(g).
- f. Possible Alternative to Local Plant. If the Local Plant is not constructed, any portion of Valley Water's \$16 Million Contribution not utilized for the capital of the Local Plant, defined as Remaining Funds, will be available for other projects, specified below. Palo Alto and Mountain View will consult with all RWQCP Partners to develop a plan for expending the Remaining Funds and notify Valley Water prior to expenditure of Remaining Funds. Remaining Funds will be allocated by Palo Alto for projects specified below that benefit all RWQCP Partners that have committed their Effluent to Valley Water for the Term of this Agreement. However, the projects specified below must be located within Santa Clara County. Eligible projects for receipt of the Remaining Funds shall be, in order of preference:
 - i. Recycled Water facilities at the RWQCP owned and operated by one or more RWQCP Partners.
 - ii. Other water supply projects, including but not limited to water conservation capital projects, owned and operated by a RWQCP Partner.
- g. Time Frame for Expenditure of Funds. The time frame for any expenditure of funds for reimbursement pursuant to this Section 5 shall extend from the Effective Date to eighteen (18) years from the Effective Date. Within this time frame, Palo Alto must present to Valley Water all invoices for expenditure of funds by itself and other RWQCP Partners pursuant to this Section. Valley Water shall not reimburse any invoices presented beyond 18 years from the Effective Date. Palo Alto's failure to seek reimbursement within this timeframe shall not extinguish or otherwise impact Palo Alto's and Mountain View's obligations under Article D herein.
- h. Invoicing and Payments. Monthly, Palo Alto shall invoice Valley Water for project costs expended pursuant to this Section 5, including documentation of work performed by itself and any other RWQCP Partner. Invoices shall not include

RWQCP Partners' staff costs and administrative overhead. Valley Water shall pay such valid Palo Alto invoices within thirty days of receipt.

6. Annual Option Payments Prior to Startup of Regional Plant

- a. Amount of Payment. Valley Water agrees to pay to Palo Alto \$200,000 per year (2019 dollars) ("Annual Option Payment") from the Effective Date, until (a) June 1, 2033, or (b) at Startup, whichever occurs first. The amount of the Annual Option Payment shall be increased annually based on the annual average (previous twelve months) of the CPI-All Items for the San Francisco-Oakland-Hayward, California area published by the United States Department of Labor-Bureau of Labor Statistics (<https://data.bls.gov/PDQWeb/cu>), beginning on the first anniversary of the Effective Date.
- b. Timing of Payment. Valley Water shall provide the Annual Option Payment to Palo Alto by June 1 of each year beginning June 1, 2020.
- c. Allocation of Payment.
 - i. Fifty percent (50%) of the Annual Option Payment will be allocated to Palo Alto and Mountain View.
 - ii. Palo Alto will distribute the remaining 50% of the Annual Option Payment to the RWQCP Partners (other than Palo Alto and Mountain View) that have committed their Effluent for the Term of this Agreement by January 31 of the year that the Annual Option Payment is made. These funds will be distributed proportionally by the amount of Effluent to be contributed. If no other RWQCP Partners commit their Effluent by January 31 of that year, this 50% of the Annual Option Payment will be allocated to Palo Alto and Mountain View.
 - iii. Palo Alto shall ensure that the Annual Option Payments are utilized for water supply or water reuse related projects in the RWQCP Service Area.

7. Reverse Osmosis Concentrate Produced by the Local Plant

Palo Alto is responsible for securing any necessary changes in its National Pollution Discharge Elimination System (NPDES) permit to accommodate reverse osmosis concentrate discharge from the Local Plant to receiving waters under the jurisdiction of federal and state agencies.

8. Local Plant Naming and Tours

- a. Valley Water reserves the right to name the Local Plant, including signage on site. Signage may be subject to approval by the appropriate Palo Alto decision maker or body, of which will not be unreasonably withheld.

- b. With 48-hour advance notice to the RWQCP plant manager or his/her designee, designated Valley Water personnel may lead tours of the Local Plant by Valley Water employees or members of the public. Valley Water-led tours shall be subject to prior and ongoing review by the RWQCP plant manager or his/her designee to ensure that the tours are conducted safely and with minimal disruption to other RWQCP activities, and that parking of private vehicles by tour attendees is consistent with RWQCP requirements. Valley Water will submit a plan or program for tours of the Local Plant for the RWQCP plant manager's review and approval and shall conduct tours consistently with the approved plan or program.

9. On-site Research at the Local Plant

Valley Water may desire to conduct research work on treatment processes at the Local Plant, including installation of pilot test equipment. Valley Water-managed research teams may include personnel from RWQCP Partners, universities, private companies engaged in research, or other research laboratories. Palo Alto agrees that it will make its best effort to enable research at the Local Plant and not unreasonably deny or constrain Valley Water proposals to conduct such research. Valley Water agrees to share results of such research with Parties, upon request. In conducting such research, Valley Water shall not significantly disrupt operation of the Local Plant or the RWQCP, nor cause or result in significantly decreased flows, RWQCP upsets, or permit violations.

10. Term of Local Plant Operation

Palo Alto agrees to operate the Local Plant for a continual period of at least 30 years, unless the Parties all agree to cease operations sooner.

ARTICLE D - Effluent Delivery to Valley Water

11. Effluent Transfer Option

- a. Valley Water shall have the right to exercise an exclusive Effluent Transfer Option to secure from Palo Alto and Mountain View (or from the RWQCP Partners in aggregate) a Minimum Flow Delivery of an annual average of 9 million gallons per day (MGD) of Effluent (approximately 10,000 AFY), as described in Appendix 1. Valley Water's exercise of this Effluent Transfer Option shall be subject to CEQA review. Valley Water may elect to develop a Regional Plant to receive and treat such Effluent or may instead receive the Effluent for development of other beneficial use in Santa Clara County as part of its Regional Program.

- b. This Agreement shall not bind or commit Valley Water to any definite course of action with respect to the Effluent Transfer Option and shall not restrict Valley Water from considering any alternatives, including a no-action alternative, or requiring any feasible mitigation measures when considering whether to receive Effluent delivery.
- c. If Valley does not exercise its Effluent Transfer Option within 13 years of the Effective Date all rights and obligations under Article D shall terminate.

12. Timing of Valley Water's Effluent Transfer Option

- a. Valley Water's period to exercise the Effluent Transfer Option and to accomplish Startup extends for thirteen years from the Effective Date. Valley Water may exercise the Effluent Transfer Option by written notification by its Designated Representative to the Designated Representatives of Palo Alto and Mountain View. Before Startup, as needed, Palo Alto will work with Valley Water to provide adequate Effluent for testing and commissioning purposes.
- b. Notwithstanding Section 12 (a), Valley Water may elect to defer acceptance of the Effluent as part of its Regional Program. After 10 years from Startup, if the Parties have not agreed to amend this Agreement and Valley Water has not begun taking the Effluent, all rights and obligations under Article D shall terminate; however, all other Articles of the Agreement shall not be affected and shall remain in full force and effect.

13. Effluent to Valley Water if Valley Water Exercises its Effluent Transfer Option

- a. Flow Parameters. The Minimum Flow Delivery is defined as 9 million gallons per day (MGD) of annual average flow of Effluent that will be provided to Valley Water, predicated upon Valley Water exercising its Effluent Transfer Option, from Startup through the Term of this Agreement, consistent with the parameters described in Appendix 1, subject to the provisions of this Section 13. During the planning or design phases of the Regional Program, Valley Water may identify one or more other Effluent flow parameters required for operation of the Regional Program. In this case, these flow parameters shall be developed consistent with RWQCP data provided by Palo Alto, and Appendix 1 will be amended accordingly subject to approval by Palo Alto's, Mountain View's and Valley Water's Designated Representatives, which approval shall not be unreasonably withheld.
- b. Water Quality. Palo Alto shall ensure that the Effluent meets all applicable federal and state water quality standards for wastewater discharge to the lower San Francisco Bay. If operational changes are anticipated at the RWQCP that could

adversely affect the quality of Effluent, Palo Alto will provide notice to Valley Water and will work in good faith to minimize potential impacts to Regional Program.

- c. Supply Shortages Due to Drought. During water supply shortages such as droughts, Palo Alto and Mountain View will take certain actions to increase the volume of Effluent delivered to Valley Water (within the Minimum Flow Delivery) described as follows:
 - i. Palo Alto will use best efforts to temporarily modify operations to maximize the volume of Effluent delivered to Valley Water, while complying with all legal and federal, state, and local regulatory requirements and completing any legally mandated environmental review under CEQA (and NEPA, if applicable). Such modifications may include, but shall not be limited to, temporary decreases to environmental flows.
 - ii. Palo Alto and Mountain View will implement the appropriate stages of their Water Shortage Contingency Plans and will use best efforts to reduce non-critical use of non-potable Recycled Water. Critical uses may include health and safety and preservation of tree canopies.
- d. Effluent Commitments. Palo Alto will make good faith efforts to sign separate agreements with other RWQCP Partners to commit their shares of Effluent for delivery to Valley Water for a period consistent with the Term of this Agreement. Good faith efforts include sending letters to the appropriate representatives of the RWQCP Partners within 3 months of the Effective Date. Even if one or more of the other RWQCP Partners does not commit their Effluent, Palo Alto and Mountain View will ensure that the Minimum Flow Delivery will be met.
- e. Annual Availability of Excess Effluent. Each year following Startup, Palo Alto and Mountain View will notify Valley Water by February 1 to determine what, if any, amount of Effluent will be available to deliver to Valley Water in excess of the Minimum Flow Delivery in the following fiscal year and to describe any conditions that may apply to such delivery. On an annual basis, by February 1, any commitments for delivery in excess of the Minimum Flow Delivery for the upcoming fiscal year shall be made in writing by the Designated Representatives of Mountain View and Palo Alto.
- f. Long-Term Availability of Excess Effluent. At any time, the Parties' Designated Representatives may determine that more Effluent is available beyond the Minimum Flow Delivery for a definitive number of years in the future within the Term of this Agreement. The Parties agree they will consider such increases at the request of any Party, and this Agreement may be amended to implement such increases.

- g. Proportional Reduction of Effluent Due to Reduced Flows. Subject to Section 13 (c), Mountain View and Palo Alto shall receive minimum supplies of Enhanced Recycled Water as follows: Mountain View 2.5 MGD and Palo Alto 1.0 MGD (currently estimated to be produced from 3.25 MGD and 1.3 MGD of Effluent, respectively). If Mountain View and Palo Alto are using more than 2.5 MGD and 1.0 MGD of Enhanced Recycled Water, respectively, these volumes shall be reduced to 2.5 MGD and 1.0 MGD, respectively, before Valley Water's Effluent delivery is reduced below the Minimum Flow Delivery. If insufficient Effluent is available to meet Mountain View's and Palo Alto's minimum Enhanced Recycled Water supplies and meet Valley Water's Minimum Flow Delivery, all three volumes shall be reduced proportionally based on the volumes of Effluent required to produce them. In no case shall Mountain View's or Palo Alto's Enhanced Recycled Water reduction exceed 30% below 2.5 MGD and 1.0 MGD, respectively, unless otherwise agreed to by the Parties.
- h. Meet and Confer Due to Reduced Effluent Flows. If the amount of Effluent Valley Water requests, up to the Minimum Flow Delivery, is not met, the Parties shall meet and confer for the purpose of identifying and implementing feasible solutions to any supply shortfall, including the potential to extend the Term of the Agreement to make up for lost Effluent delivery.

14. Regional Plant Location

- a. Possible Locations. If Valley Water pursues a Regional Plant as part of its Regional Program, it is the preference of the Parties to locate the Regional Plant in Palo Alto. As such, Valley Water and Palo Alto shall evaluate the feasibility of all potential locations in Palo Alto, including: within the fence line of the RWQCP; at the Measure E site; or a yet to be determined location. If it is determined by Valley Water that it is not feasible or economical to locate the Regional Plant in Palo Alto, the Effluent may be conveyed for reuse by Valley Water to another location. The point of delivery of the Effluent to Valley Water shall be at the RWQCP, or another location mutually agreed between Valley Water and Palo Alto.
- b. Local Cooperation. If Valley Water notifies Palo Alto that it intends to locate a Regional Plant in Palo Alto, Palo Alto shall cooperate with Valley Water in identifying ways to accommodate a Regional Plant to the maximum extent possible within the boundary of the RWQCP or adjacent to the RWQCP boundary pending siting evaluation results. Palo Alto will also cooperate with Valley Water as it explores siting an appropriate sized water tank, to balance inbound fluctuating flows and produce a steady flow for treatment. Valley Water

shall negotiate with Palo Alto to share costs between Palo Alto and Valley Water for use of the RWQCP site, including modification of existing facilities.

- c. Measure E Site Evaluation. In the event that Valley Water determines that the Measure E site adjacent to the RWQCP facility is the best location for a Regional Plant, and no extenuating circumstances (including, but not limited to, any environmental impacts identified through CEQA review) have been identified by Palo Alto, Palo Alto's staff will recommend to Palo Alto Council that the Council place a measure on the ballot to allow this use. If a Regional Plant is located, at least in part, on the Measure E site, Valley Water may lease the land from Palo Alto at a rate based on the then-current zoning, anticipated to be for "public facilities." A separate lease agreement will be required subject to approval by the Palo Alto City Council or Designated Representative.
- d. Permit Processing. Palo Alto and Mountain View agree to process expeditiously, in accordance with regular city processes, Valley Water's complete non-discretionary permit applications for a Regional Plant.

15. Regional Plant/Conveyance Facilities Ownership, Capital, Operation and Maintenance Costs

Subject to Valley Water exercising the Effluent Transfer Option, Valley Water may own and construct a Regional Plant and conveyance facilities to and from the Regional Plant (preliminary cost of \$300 Million based on a comparison of like projects), or conveyance facilities to take the Effluent elsewhere. Valley Water will be responsible for all capital and O&M costs for a Regional Plant and conveyance facilities.

16. Other Development Commitments by the Parties

- a. Development, Operation & Maintenance. In the event that a Regional Plant is to be located in Palo Alto, Palo Alto shall support Valley Water's chosen development and O&M approach for the Regional Plant. Approaches under consideration by Valley Water include, but are not limited to, a design-build method with Valley Water responsibility for O&M; or a public-private partnership in which, for example, Valley Water may partner with one or more private entities to provide financing, design, construction, and O&M.
- b. Support of Regional Program. Additionally, in the event that Valley Water notifies Palo Alto and Mountain View that it intends to develop a Regional Plant in Palo Alto, Palo Alto and Mountain View shall provide, when requested by Valley Water, written support to State and federal agencies to which Valley Water seeks grant funding or low-interest loans for the Regional Plant, and city staff shall participate in meetings with State and federal agencies for these purposes.

- c. Environmental Documentation. The Parties to this Agreement anticipate that Valley Water will be the Lead Agency and Palo Alto will be a Responsible Agency under CEQA/NEPA for a Regional Plant. Any legally mandated environmental review shall be completed prior to approval and development of the Regional Plant. The Parties shall work together to facilitate compliance under CEQA (and NEPA if applicable) for the development of the Regional Plant. As part of this process, the Parties agree to provide timely notice, review, and responses.

17. Annual Payments for Effluent

- a. Initiation and Allocation of Payments. Upon Startup, Valley Water will pay Palo Alto \$1,000,000 per year for the Minimum Flow Delivery during the Term of this Agreement. Valley Water shall make payments on a fiscal year basis (July – June). Valley Water’s first payment following Startup shall be prorated based on Effluent received or, if Effluent deliveries have not started, shall be \$1,000,000 prorated based on the number of months left in the fiscal year. The \$1,000,000 annual amount referred to in this Section is in 2019 dollars, and shall be adjusted July 1 of each year by the annual average (previous 12 months) of the CPI-All Items for the San Francisco-Oakland-Hayward, California area published by the United States Department of Labor-Bureau of Labor Statistics (<https://data.bls.gov/PDQWeb/cu>). Valley Water’s payments will be made by August 31 for the preceding fiscal year.
- b. Allocation of Payments. Palo Alto will allocate these funds to RWQCP Partners that have committed their Effluent to Valley Water by January 31 proportionally based on the RWQCP Partner’s share of the total Effluent committed through the Term of this Agreement.
- c. Duration of Payments. Valley Water’s payments for Effluent pursuant to this Article shall continue through the Term of this Agreement unless this Article D is terminated earlier subject to Sections 12(b) or 20. If Article D of the Agreement is so terminated, Valley Water’s payment for Effluent in the year it is terminated shall be prorated based on the termination date and the proportion of days lapsed in the fiscal year, and Valley Water’s obligation to make this last payment shall survive the termination of Article D.
- d. Additional Wastewater Treatment Costs. If implementation of the Regional Program is deferred pursuant to Section 12 (b) and, during that period of deferral, Palo Alto incurs incremental wastewater treatment costs to meet new NPDES requirements adopted after Startup, Valley Water shall pay Palo Alto a proportion of the annual O&M costs, not capital costs, for such incremental wastewater treatment based on the percentage of Minimum Flow Delivery relative to the total volume of wastewater effluent produced over that period. However, Valley

Water's obligation to pay for annual O&M costs under this Sub-Section shall not begin until the five-year anniversary of Startup and shall cover the period after that date. Palo Alto shall invoice Valley Water, detailing the basis of the costs for the preceding year, after the end of the sixth year after Startup and each year thereafter until Valley Water begins to take delivery of Effluent or until Article D of the Agreement is terminated pursuant to Section 20. Valley Water's obligation to pay such costs shall be capped at \$150,000 per year (in 2019 dollars, adjusted July 1 of each year by the annual average (previous 12 months) of the CPI-All Items for the San Francisco-Oakland-Hayward, California area published by the United States Department of Labor-Bureau of Labor Statistics (<https://data.bls.gov/PDQWeb/cu>)).

- e. Payment Prorating. If the quantity of Effluent made available by Palo Alto to Valley Water in any given fiscal year falls below the Minimum Flow Delivery the payment for that year shall be prorated accordingly. If the Minimum Flow Delivery is made available but Valley Water accepts less than the Minimum Flow Delivery, Valley Water shall be responsible for the full \$1,000,000. If Valley Water requests and receives more than the Minimum Flow Delivery, Valley Water's payment to Palo Alto shall be prorated accordingly.

18. Reverse Osmosis Concentrate Produced by a Regional Plant in Palo Alto

In the event that a Regional Plant is located in Palo Alto, Palo Alto shall evaluate operating strategies and make best efforts to accomplish any necessary changes in its NPDES permit to accommodate reverse osmosis concentrate discharge from the Regional Plant to receiving waters under the jurisdiction of federal and state regulators. Palo Alto staff shall include Valley Water staff in its planning and negotiations with the regulators. To the extent that discharge of the reverse osmosis concentrate to receiving waters via Palo Alto's wastewater outfall is not feasible and acceptable to the regulators, Valley Water shall evaluate and implement alternative reverse osmosis concentrate management measures acceptable to Palo Alto, if within the Palo Alto's jurisdiction. Valley Water shall pay the costs of treating the reverse osmosis concentrate to meet applicable state and federal requirements of and any alternative reverse osmosis concentrate management measures. The Parties acknowledge that a separate agreement may be needed to address management of reverse osmosis concentrate.

19. Water Supply Option for Palo Alto and Mountain View

- a. Volume and Timing of Request. Beginning one year from the Effective Date, at their discretion, Palo Alto or Mountain View or both shall each have an opportunity to provide Valley Water a notification of the need for additional water to meet demands in their respective service areas. The written notification shall include the amount of potable water or non-potable water, or both, requested, up to the following maximum amounts: Palo Alto may request an annual average of

up to 3.0 MGD and Mountain View may request an annual average of up to 1.3 MGD. Palo Alto and Mountain View may make multiple notifications regarding the need for additional water, but the cumulative total of the additional water requested shall not exceed the respective maximum amounts (3.0 MGD for Palo Alto and 1.3 MGD for Mountain View) over the Term of the Agreement. The notification may also include an indication of a maximum cost for the water in the first year. Valley Water will make its best effort to develop a proposal that includes at least one supply within that maximum cost for the first year.

- b. Valley Water Response. Within three (3) months of receiving the written notification from Palo Alto or Mountain View or both, Valley Water will provide an estimate of the incremental costs to Valley Water to prepare a proposal for the requested water. The requesting party (Palo Alto or Mountain View or both) will respond to Valley Water's cost estimate within four (4) months. After receiving written approval from the requesting party (Palo Alto or Mountain View or both) accepting the estimated cost for Valley Water to do so, Valley Water will have up to four (4) years from receipt of the original request to prepare a water supply proposal to the requesting party (Palo Alto or Mountain View or both). Parties will meet periodically as requested by any Party during this four (4) year period to discuss the request and the proposal being developed. Valley Water's proposal will include a description of the water supply, including the cost, payment schedule, and any conditions related to the supply to the requester (Palo Alto or Mountain View or both). Valley Water will submit quarterly cost invoices for its work in preparing the proposal and the requesting party (Palo Alto or Mountain View or both) will reimburse Valley Water within 30 days.
- c. Cost Components. Valley Water's cost estimate in its proposal shall be limited to Valley Water's costs, including all costs associated with the water supply, such as but not limited to: facility costs, commodity costs, and any wheeling fees. Valley Water shall not be required to subsidize the cost of the water in order to meet the maximum cost pursuant to Section 19 (a). The proposal shall include or allow for subsequent increases in cost after the first year based upon Valley Water's costs.
- d. Acceptance or Denial of Proposal. The requester (Palo Alto and/or Mountain View) will have up to twelve (12) months from receiving Valley Water's proposal to provide written notification that they accept or decline this proposal, unless a shorter time period is one of the conditions required by Valley Water. For example, a shorter time frame may be required if Valley Water's proposal involves a fleeting opportunity with third parties in which a commitment is needed in less than 12 months. In the event that Valley Water prepares a proposal with a time period for acceptance of less than 12 months, it shall also, with the requesting party's concurrence, proceed to develop a separate proposal for which the acceptance time period is up to twelve (12) months.

- e. Reinitiating a Request. If the requesting party (Palo Alto or Mountain View or both) declines Valley Water's proposal or fails to accept it within the time prescribed in Section 19(d), starting 5 (five) years from declining the previous opportunity or five years after the time to accept the proposal expires, whichever is earlier, the requesting party (Palo Alto or Mountain View or both) may reinitiate the process as described in Section 19(a)-(d). This sequence of proposals and potential denials, including the five (5) year period between the denial (or expiration of time in which to accept) and the next request, can be repeated throughout the Term of the Agreement. Notwithstanding the minimum five-year interval between a proposal declined or not timely accepted by the requesting party (Palo Alto or Mountain View or both) and a subsequent opportunity to request a proposal, Valley Water shall have discretion to consider a request by Palo Alto or Mountain View to develop a proposal for them after a period of less than five years since they declined a prior Valley Water proposal or the time in which to accept it expired.
- f. Delivery of Water. If the requesting party (Palo Alto or Mountain View or both) accepts Valley Water's proposal, Valley Water will have up to ten (10) years from the acceptance date to begin delivery of the water to the requester (Palo Alto or Mountain View or both) at cost. All water provided by Valley Water may only be utilized by the requesting party (Palo Alto or Mountain View or both) within their respective service areas and Valley Water's obligation to provide the water to Palo Alto or Mountain View or both expires at the end of the Term of this Agreement or any separately date agreed upon in writing. The Parties shall develop detailed terms and conditions for Valley Water's water supply delivery to them in a separate agreement, shall complete any environmental review legally required for adoption of such agreement, and shall provide environmental documentation to support CEQA findings, for approval by Parties' governing bodies prior to commencement of delivery of water to them under this Section. Such separate agreement may have a term that extends beyond the Term of this Agreement and may include additional conditions dependent upon the Effluent transfer.
- g. In the Event of No Regional Program. If Valley Water determines Startup of the Regional Program will not occur within thirteen (13) years of the Effective Date and the Parties have not agreed to further extend this timeline, Palo Alto and Mountain View shall no longer have the ability to request a potable and/or non-potable water supply from Valley Water.

20. Severability and Voidance of Effluent Transfer Provisions by Valley Water

Commencing thirteen years after the Effective Date, Valley Water may terminate the rights and obligations under Article D of this Agreement at its sole discretion by

providing Palo Alto and Mountain View with at least five years' written notice if Valley Water has commenced receiving Effluent or at least one years' written notice if Valley Water has not commenced receiving Effluent. If the provisions of this Section 20 are exercised by Valley Water, Article D shall be terminated at the conclusion of the notice period and shall be of no further effect; however, all other Articles of the Agreement shall not be affected and shall remain in full force and effect.

ARTICLE E – SALE OF RWQCP OR THE REGIONAL PLANT DURING TERM

21. Sale of RWQCP During Term of Agreement

Palo Alto agrees that it shall not sell or attempt to sell the RWQCP to any third-party unless Valley Water is first offered the right to purchase the RWQCP at fair market value to be determined by an independent third-party consultant qualified in the wastewater or water industry. Valley Water shall have six months after a fair market value has been determined to consider this purchase, and Palo Alto may only pursue the sale to third parties following the expiration of this six-month period or receipt of Valley Water's written notice that it does not intend to purchase the RWQCP. Upon Valley Water's expression of intent to purchase the RWQCP, Palo Alto shall provide Valley Water with an additional twelve months to complete any financing necessary for the purchase.

The provisions of Article D herein (Effluent Delivery to Valley Water), shall survive any sale of the RWQCP to a third-party during the Term, and Palo Alto shall include as an express condition in the sale of the RWQCP to a third-party the requirement that the third party assume the obligations of this Agreement for the remainder of the Term. Valley Water shall constitute a third-party beneficiary to any agreement between Palo Alto and a third-party for the sale of the RWQCP.

22. Sale of Regional Plant

Valley Water agrees that if a Regional Plant is located in Palo Alto and if Valley Water decides to cease its operation of the Regional Plant, it shall not sell or attempt to sell the Regional Plant to any third-party unless Palo Alto is first offered the right to purchase the Regional Plant at fair market value to be determined by an independent third-party consultant qualified in the wastewater or water industry. Palo Alto shall have six months after a fair market value has been determined to consider this purchase, and Valley Water may only pursue the sale to third parties following the expiration of this six-month period or receipt of Palo Alto's written notice that it does not intend to purchase the Regional Plant. Upon Palo Alto's expression of intent to purchase the Regional Plant, Valley Water shall provide Palo Alto with an additional twelve months to complete any financing necessary for the purchase.

ARTICLE F – OTHER PROVISIONS

23. Dispute Resolution Procedure

The process by which the Parties will attempt in good faith to resolve any dispute arising out of or relating to this Agreement, which will be undertaken promptly and initially by representatives of the Parties in the following manner:

a) If a dispute should arise, an authorized representative for each of the Parties will meet or teleconference within fourteen (14) calendar days of written notification of the dispute to resolve the dispute. Prior to such meeting or teleconference, the Party bringing the dispute will draft and submit to the other Parties a written description, including any factual support, of the disputed matter. After receiving this written description, the other Parties will provide a written response to such written description within a reasonable period of time.

b) If no resolution of the dispute occurs at this meeting or teleconference, the issue will be elevated to an executive-level manager of each Party (i.e. executive level manager for Valley Water and Assistant City Manager or higher-level executive for Palo Alto and Mountain View). Each Party's executive-level manager will meet or teleconference as soon as practical, but, in no event, later than twenty one (21) calendar days after the matter has been referred to them, with the initial meeting to occur at a location to be selected by the Parties.

c) If the dispute remains unresolved after forty-five (45) calendar days from their receipt of the matter for resolution, and any necessary Party is not willing to continue negotiations, the Parties agree to submit the dispute to mediation. Any statute of limitations shall be tolled from the time the matter is submitted to mediation until the mediation process has concluded.

d) If the Parties are not able to agree on a mediator, any necessary Party may request the American Arbitration Association or other acceptable mediation service to nominate a mediator. The Parties will share the cost of the mediator equally.

e) In the event mediation is unsuccessful, any Party may pursue other remedies available at law including filing an action in any state or federal court within the County of Santa Clara.

24. Force Majeure.

Neither Palo Alto nor Mountain View shall be liable for delays or failures in performance of its obligations under Article D of this Agreement that arise out of or result from causes beyond its or their control, including without limitation, the occurrence or threat of the following: an act of God or public enemy; an act of civil or military authorities; a fire, flood, earthquake or other natural disaster; an explosion; a war or act of terrorism; an epidemic or pandemic; a national or state emergency; a strike; a lockout; a riot or civil unrest; a freight embargo; delays of common carriers; acts or orders of governmental authorities; impact of governmental statutes, regulations, permits or orders imposed or issued after the effective date of this Agreement; unavailability of required labor or materials; inability to obtain funding due to a financial crisis; a regulatory agency's failure to issue a required permit or other approval despite submittal of a complete application; litigation not initiated by Palo Alto; and any other events or circumstances not within the reasonable control of the affected Party whether similar or dissimilar to any of the foregoing. If Palo Alto is required to take or forego certain actions to maintain compliance with its NPDES permit and other regulatory requirements, such acts or omissions shall not be considered to be within Palo Alto's reasonable control and shall be excused under this Section 24.

25. Audit.

Valley Water shall have the right to conduct audits of Palo Alto and Mountain View to ensure that the funds paid by Valley Water under this Agreement are being used in accordance with all restrictions set forth in Sections 5 and 6 of this Agreement. Palo Alto and Mountain View shall cooperate with any such audit and shall provide records requested by Valley Water within a reasonable amount of time.

26. Mutual Benefits of this Agreement

Through execution of this Agreement, Parties agree to commit funding and resources to advance a locally controlled, drought resilient supply that improves water supply reliability and assists in maintaining local groundwater basins, to the benefit of all Parties. Additionally, the Parties seek to develop reliable water supply sources to minimize supplies of water that would otherwise have to be imported via the Sacramento-San Joaquin River Delta and its tributaries, including the Tuolumne River and other mountain streams.

27. Notifications

Palo Alto and Valley Water shall notify all RWQCP Partners of the execution of this Agreement within 30 days of the Effective Date.

28. Choice of Law.

This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California. The parties agree that the venue of any action, proceeding or counterclaim shall be in the County of Santa Clara, California.

29. Amendments.

This Agreement may not be modified or amended except by a writing signed by all Parties.

30. Captions.

The captions in this Agreement are for reference only and shall in no way define or interpret any provision hereof.

31. Severability.

If any provision of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the full extent permitted by law, provided the material provisions of this Agreement can be determined and effectuated.

32. Counterparts.

This Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

33. Attorneys' Fees.

In the event of a dispute between the parties with respect to the terms or conditions of this Agreement, the prevailing party is entitled to collect from the other its reasonable attorneys' fees as established by the judge presiding over such dispute.

34. Entire Agreement.

This Agreement, together with Appendix 1 attached hereto, constitutes the entire agreement between the Parties and supersedes all prior written or oral understandings.

35. Cooperative Drafting.

This Agreement has been drafted through a cooperative effort of all Parties, and all Parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No Party shall be considered the drafter of this Agreement, and no

presumption or rule that an ambiguity shall be construed against the party drafting the cause shall apply to the interpretation or enforcement of this Agreement.

36. Separate Writings, Exhibits, Appendices.

The following appendix constitutes a part of this Agreement and is incorporated into this Agreement by this reference:

Appendix 1.

37. Time of the Essence.

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance.

38. Waiver.

No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the Party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

39. Indemnification.

a. Indemnification by Valley Water. Valley Water shall defend, hold harmless, and indemnify Palo Alto and Mountain View, their officers, agents and employees from, for and against any and all claims, injuries, losses, fines, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) arising from or related to: (1) Valley Water's use of the RWQCP for tours or onsite research work as provided under this Agreement; (2) Valley Water's use, sale or distribution of the Effluent after taking delivery of the Effluent from Palo Alto; (3) siting or operating the Regional Plant, a water tank or associated facilities, or both, on Palo Alto property; (4) constructing and utilizing Effluent conveyance facilities to and from the RWQCP; and (5) litigation related to a ballot measure to allow use of the Measure E site for the Regional Program or land use approvals by Palo Alto (including actions under CEQA) for the Regional Program. This duty to indemnify shall exclude those claims, injuries, losses, fines, liabilities, damages, costs, and expenses directly caused by Palo Alto's or Mountain View's gross negligence or willful misconduct. Valley Water and Palo Alto may modify Valley Water's duty to indemnify Palo Alto through written amendment of this Agreement relating to development of the Regional Plant.

b. Indemnification by Palo Alto. Palo Alto shall defend, hold harmless, and indemnify Valley Water and its officers, agents and employees from, for and against any and all claims, injuries, losses, fines, liabilities, damages, costs, and expenses (including reasonable attorneys' fees and costs) arising from or related to: (1) approval, siting, or construction of the Local Plant; (2) operation of the Local Plant; (3) allocation of Remaining funds pursuant to Section 5(f); (4) allocation of the Annual Option Payment pursuant to Section 6. This duty to indemnify shall exclude those claims, injuries, losses,

finances, liabilities, damages, costs, and expenses directly caused by Valley Water's gross negligence or willful misconduct.

c. The provisions of this Section 39 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement which shall take effect on the Effective Date as stated above.

CITY OF MOUNTAIN VIEW,
A California charter city and municipal
Corporation

By: _____
Daniel H. Rich
City Manager

APPROVED AS TO CONTENT:

By: _____
Dawn S. Cameron
Public Works Director

FINANCIAL APPROVAL:

By: _____
Jesse Takahashi
Finance and Administrative
Services Director

APPROVED AS TO FORM:

By: _____
Krishan Chopra
City Attorney

CITY OF PALO ALTO
A California Chartered Municipal Corporation

By: _____
Ed Shikada
City Manager

APPROVED AS TO FORM:

By: _____
Molly Stump
City Attorney

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Norma J. Camacho
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Brian C. Hopper
Sr. Assistant District Counsel

Appendix 1 – Definitions of Effluent Flow and Operational Considerations

CONTEXT

This Appendix to the Agreement to Advance Resilient Water Reuse Programs in Santa Clara County (Agreement) is developed in support of Valley Water’s Effluent Transfer Option as described in the Agreement. All of the descriptions and requirements described in this Appendix are written in the context of that option and do not convey any action outside the context of that option.

BACKGROUND

Parties recognize RWQCP influent and Effluent varies over time. Palo Alto and Mountain View desire enough flow for RWQCP operations, permit compliance, and contractual obligations. Valley Water desires enough Effluent flow to implement a Regional Program that assists in meeting its water supply reliability goals. “Minimum Flow Delivery” is defined in the Agreement. Maximum Delivery is described in this Appendix.

ASSUMPTIONS

- a. Valley Water will receive Effluent as described in the Agreement. Valley Water will be responsible for funding and constructing necessary infrastructure and appurtenances such as pipes, pumps and valves to effectively receive Effluent.
- b. Quantity of Effluent transferred will be measured by a metering device. Valley Water will install and operate a metering device as close as is practical downstream of the point of connection. Palo Alto may install a meter upstream of the point of connection. Meters will be operated and maintained in accordance with manufacturer specifications and industry standards for such meters. In the event of discrepancies between the Valley Water meter and Palo Alto meter, Valley Water and Palo Alto shall meet and confer, and take appropriate action consistent with the Dispute Resolution Procedure language included in Section 23 of the Agreement.
- c. Valley Water may need to fund and construct an equalization tank to meet the minimum daily delivery flow rate and/or provide hourly, daily and perhaps weekly operational flexibility.

EFFLUENT FLOW TO VALLEY WATER

Minimum Flow Delivery defined in the Agreement as “9 MGD” is an annual average of Effluent delivered to Valley Water and is equivalent to 10,081 acre-feet (AF) in a 365-day period. In operating the RWQCP to deliver 10,081 AF to Valley Water in a fiscal year, flow at any given moment may be different from 9 MGD. There are points in a 24-hour cycle in which flow may drop below 9 MGD, and there will likely be other points where it exceeds 9 MGD. As Palo Alto and Mountain View have committed to deliver 10,081 AF of Effluent in a 365-day period, Palo Alto will make a good faith effort to equalize the distribution of Effluent flow and meet the operational needs of Valley Water and Mountain View. Palo Alto, Mountain View, and Valley Water agree to collaborate during the design phase of Valley Water’s Regional Program to meet the flow parameters listed in Table A.

Effluent delivery shall be measured as volume of Effluent delivered through the point of connection over a period of time (e.g., hour, day or year). For any period of time, Effluent delivered may be impacted by special conditions, such as:

- a) The RWQCP is unable to provide Effluent to the point of connection (due to RWQCP maintenance or emergencies);
- b) Regional Program is unable to take Effluent from the point of connection (due to maintenance of Valley Water's facilities);
- c) Valley Water's water reuse facilities (e.g., recharge ponds) are unable to receive water from the Regional Plant (due to operational conditions at the recharge facilities);
- d) Other circumstances as may be agreed upon in writing by Palo Alto and Valley Water.

If Valley Water is unable to take delivery of Effluent for a short period of time (e.g., several days), Palo Alto will make best efforts to supply that Effluent at a later point in time as requested by Valley Water.

Table A: Effluent Flow Parameters

Averaging Period¹	Beginning	Ending	Flow Delivery²	Maximum Delivery
Annual	July 1	June 30	10,081-acre-feet	Determined by Valley Water's design parameters and by potential agreements by Palo Alto and Mountain View to supply more than 10,081-acre feet when Effluent is available
Daily ³	12:00:00 am	11:59:59 pm	18-acre feet unless only lower flows are available	Determined by Valley Water's design parameters

¹ These periods shall be used unless other periods are agreed upon in writing by Valley Water and Palo Alto.

² Values obtained from "Determination of A Guaranteed Feed to An Advanced Water Purification Facility - Revised" TM (Table 5), prepared by Palo Alto, May 3, 2018.

³ May require Valley Water to fund and construct equalization storage upstream from the Regional Plant (based on "Task 6.1 – Palo Alto Advanced Water Purification System Design Flow Assessment", prepared by Woodard & Curran, September 24, 2019).



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION IX

75 Hawthorne Street

San Francisco, CA 94105-3901

November 4, 2019

Members of the City Council
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301

Dear Councilmembers,

In September 2019, the U.S. Environmental Protection Agency (USEPA) released for public comment a draft National Water Reuse Action Plan (<https://www.epa.gov/waterreuse/water-reuse-action-plan#draft>). The Plan identifies priority actions and the leadership needed at all levels of government and with all sectors to advance water recycling and make wiser use of scarce water resources. Water reuse is one of the nation's most promising opportunities to support communities and the economy by bolstering safe and reliable water supplies.

For several years, USEPA Region 9 has participated in discussions among Bay Area water managers about the need for improved regional integration of wastewater, stormwater, and drinking water management. USEPA Region 9 is pleased to support the proposed water reuse agreement between Palo Alto, Mountain View, and the Santa Clara Valley Water District to advance water reuse programs within Santa Clara County. We are aware that the negotiations to draft this agreement have taken years and recognize your efforts to meaningfully advance water reuse in the county. We appreciate your leadership and believe the agreement represents an important step towards expanding water reuse and moving towards a widespread regional water reuse system.

Expanded water reuse in the county via the proposed partnership agreement could yield environmental benefits by keeping a significant amount of treated wastewater from being discharged to San Francisco Bay. The Lower South San Francisco Bay is relatively shallow and historically saline with limited freshwater inputs. With increased urbanization, freshwater inputs to Lower South San Francisco Bay have created freshwater marsh conditions at the backs of marshes and reduced habitat for endangered species such as the Ridgway's Rail and Salt Marsh Harvest Mouse. Projects that come out of the proposed partnership are expected to decrease these freshwater inputs and restore the more historical salinity regime while providing a more sustainable and reliable water supply for Santa Clara County. We fully support this partnership and urge the Council to approve the agreement. Please contact me if I can be of further assistance at smith.davidw@epa.gov or (415) 972-3464.

Sincerely

A handwritten signature in blue ink, appearing to read "David Smith", is placed below the word "Sincerely".

David Smith
Assistant Director
Water Division (WTR-3)

Cc: Karin North, Palo Alto Regional Water Quality Control Plant

San Francisco Bay Regional Water Quality Control Board

November 5, 2019

City Council
City of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301

Subject: Partnership to Advance Water Reuse in Santa Clara County

Dear Councilmembers:

The San Francisco Bay Regional Water Quality Control Board (Water Board) is pleased to support the proposed Partnership between Palo Alto, Mountain View, and the Santa Clara Valley Water District to advance water reuse programs within Santa Clara County. The Water Board strives to preserve, enhance, and restore the quality of the Region's water resources for the protection of the environment, public health, and all beneficial uses as well as to ensure proper water resource allocation and efficient use, for the benefit of present and future generations. Consequently, the Water Board strongly supports projects that increase the beneficial reuse of highly treated wastewater. The use of recycled water is an important component of a secure and reliable and resilient water supply. This project is an important step towards expanding water reuse and moving towards a regional water reuse system.

Expanded water reuse in the county via the proposed Partnership should yield multiple water quality and other environmental benefits. These include smart beneficial reuse of highly treated wastewater rather than discharging it to Lower South San Francisco Bay. This may help avoid further loss of surrounding salt marsh habitat, which supports endangered species such as the Ridgeway Rail and Salt Marsh Harvest Mouse. It would also help reduce further loading of nutrients and other pollutants to the Bay, while reducing reliance on external sources of drinking water. These are obvious win-wins in your and our interests in sustainable and reliable water supply and protection of San Francisco Bay.

In closing, the Water Board appreciates the opportunity to support water reuse opportunities, and we will work collaboratively with your and other Partnership staff on the development and permitting of Partnership projects.

Sincerely,

Thomas Mumley
Assistant Executive Officer

cc: Karin North, Watershed Protection Manager, Environmental Services, City of Palo



The City Council of Mountain View
500 Castro St.
Mountain View, CA 94041

November 8, 2019

Subject: **Recycled Water Expansion in Palo Alto and Mountain View**

Dear Mayor Matichak, Vice Mayor Abe-Koga &
Councilmembers Clark, Hicks, Kamei, McAlister & Ramirez,

On behalf of Sustainable Silicon Valley, I would like to express our strong support for the proposed agreement between Valley Water, the City of Mountain View, the City of Palo Alto, the Palo Alto Regional Water Quality Control Plant and other local partners. SSV has long championed innovative approaches to water use and reuse, regional cooperation and smart efforts to ensure adequate water supply.

We urge approval of the agreement pending before the Council.

Now is the time for sensible investment in a reliable, localized recycled water infrastructure. This partnership takes advantage of scale economies, stable technologies and strong domain experience delivering "purified" water. In addition to strengthening regional supply capacity, increasing water reuse will reduce treated wastewater discharge to our Bay and will benefit the Tuolumne River and the San Joaquin-Sacramento Bay Delta.

Across the Bay Area, we share the sense of living in increasingly interesting times. We breathe the smoke from an ever-lengthening fire season, we see the flood effects of rising Bay tides and we experience increasingly shorter, more intense and disruptive rainy seasons. The test before us is how well we adapt, as a civil society, to the challenges of our changing world. Among other impacts, a warming climate places greater stress upon our water resources as demand grows and traditional sources of supply become less reliable. When dependability of the mountain snowpack yields to the prospect of snow droughts, a resilient, forward-thinking city needs a sustainable plan like the one before you.

As an organization focused on monitoring, measuring and improving Bay Area air and water quality, Sustainable Silicon Valley supports the Council moving forward with this novel arrangement. Please feel free to contact me should you have any questions

Sincerely,

A handwritten signature in black ink, appearing to read "D Murphy".

Dennis Murphy
Water Director

Sustainable Silicon Valley
dmurphy@@sustainablestv.org



The City Council of Palo Alto
250 Hamilton Avenue
Palo Alto, CA 94301

November 8, 2019

Subject: **Recycled Water Expansion in Palo Alto and Mountain View**

Dear Mayor Filseth, Vice Mayor Fine & Council Members Cormack, DuBois, Kniss, Kou & Tanaka,

On behalf of Sustainable Silicon Valley, I would like to express our strong support for the proposed agreement between Valley Water, the City of Mountain View, the City of Palo Alto, the Palo Alto Regional Water Quality Control Plant and other local partners. SSV has long championed innovative approaches to water use and reuse, regional cooperation and smart efforts to ensure adequate water supply.

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Sincerely,

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Dennis Murphy
Water Director
Sustainable Silicon Valley
dmurphy@sustainablesv.org



2001 Gateway Place, Suite 101E
San Jose, California 95110
(408)501-7864 svlg.org

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President & CEO

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TOMI RYBA
Regional Medical Center San Jose
JEFF THOMAS
Nasdaq
JED YORK
San Francisco 49ers
ERIC YUAN
Zoom
Established in 1978 by
David Packard

Mayor and City Council
City of Mountain View
500 Castro St.
Mountain View, CA 94041

November 12, 2019

Re: Recycled Water Expansion in Palo Alto and Mountain View

Dear Mayor Matichak, Vice Mayor Abe-Koga, and Councilmembers:

I write to you on behalf of the Silicon Valley Leadership Group's over 340 member companies, who collectively provide nearly one of every three private sector jobs in Silicon Valley and contribute more than \$3 trillion to the global economy. The Leadership Group supports the water reuse expansion opportunity currently pending before the Mountain View City Council, and respectfully requests that you consider approving the agreement with Valley Water and Palo Alto, as well.

Silicon Valley is a primary driver of job creation and growth in California—the sixth-largest economy in the world. However, our success—the envy of much of the world—is at risk unless we move to secure our water supply. In order to protect our economy and way of life, California needs to invest in new water sources, including reuse.

It is now more critical than ever to find solutions for a sustainable and resilient water supply, as demand for our water resources continues to grow and water supplies become less reliable. Tonight, you have the opportunity to boost our water supply with a drought-resilient, locally-controlled source by investing in recycled and purified water.

This unique partnership between Valley Water, Palo Alto, and Mountain View paves the way to secure safe and reliable drinking water supplies in addition to improving traditional recycled water projects that collectively ensure our communities have a safe, clean and reliable supply of water to go with a 21st-century economy. The Silicon Valley Leadership Group understands the need to take action to combat climate change and its negative impacts on our economic vitality. We support investing in local water supply projects as one climate resilience measure.

Improving water reuse reduces our region's dependence on imported water supplies—both from the Tuolumne River system and the San Joaquin-Sacramento Bay Delta—and helps protect our environment. As business and civic leaders in the South Bay, we cannot stress enough the need to secure safe, clean and affordable drinking water for the health and economic well-being of our region.

Businesses have made Silicon Valley their home, bringing innovation and jobs, but the sustained growth and economic success of the region — the envy of the world — will be cut short without innovative investments in our water infrastructure. We believe that the recycled water partnership will help communities secure needed water supplies going forward.

The Silicon Valley Leadership Group's members respectfully request that you vote to direct city staff to move forward with participation in the water reuse partnership—in order to further secure the water our region needs to continue to thrive.

If you have any questions, please do not hesitate to contact me at 408-501-7858 or mmielke@svlg.org. We deeply appreciate your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Mielke".

Mike Mielke
SVP, Environment & Energy
Silicon Valley Leadership Group



2001 Gateway Place, Suite 101E
San Jose, California 95110
(408)501-7864 svlg.org

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President & CEO

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ClearStreet
RYAN POPPLE
Proterra
RUDY REYES
Verizon
SHARON RYAN
Bay Area News Group
TOMI RYBA
Regional Medical Center San Jose
JEFF THOMAS
Nasdaq
JED YORK
San Francisco 49ers
ERIC YUAN
Zoom
Established in 1978 by
David Packard

Mayor and City Council

City of Palo Alto

250 Hamilton Ave

Palo Alto, CA 94301

November 12, 2019

Re: Recycled Water Expansion in Palo Alto and Mountain View

Dear Mayor Filseth, Vice Mayor Fine, and Councilmembers:

I write to you on behalf of the Silicon Valley Leadership Group's over 340 member companies, who collectively provide nearly one of every three private sector jobs in Silicon Valley and contribute more than \$3 trillion to the global economy. The Leadership Group supports the water reuse expansion opportunity currently pending before the Palo Alto City Council, and respectfully requests that you consider approving the agreement with Valley Water and Mountain View, as well.

Silicon Valley is a primary driver of job creation and growth in California—the sixth-largest economy in the world. However, our success—the envy of much of the world—is at risk unless we move to secure our water supply. In order to protect our economy and way of life, California needs to invest in new water sources, including reuse.

It is now more critical than ever to find solutions for a sustainable and resilient water supply, as demand for our water resources continues to grow and water supplies become less reliable. Tonight, you have the opportunity to boost our water supply with a drought-resilient, locally-controlled source by investing in recycled and purified water.

This unique partnership between Valley Water, Palo Alto, and Mountain View paves the way to secure safe and reliable drinking water supplies in addition to improving traditional recycled water projects that collectively ensure our communities have a safe, clean and reliable supply of water to go with a 21st-century economy. The Silicon Valley Leadership Group understands the need to take action to combat climate change and its negative impacts on our economic vitality. We support investing in local water supply projects as one climate resilience measure.

Improving water reuse reduces our region's dependence on imported water supplies—both from the Tuolumne River system and the San Joaquin-Sacramento Bay Delta—and helps protect our environment. As business and civic leaders in the South Bay, we cannot stress enough the need to secure safe, clean and affordable drinking water for the health and economic well-being of our region.

Businesses have made Silicon Valley their home, bringing innovation and jobs, but the sustained growth and economic success of the region — the envy of the world — will be cut short without innovative investments in our water infrastructure. We believe that the recycled water partnership will help communities secure needed water supplies going forward.

The Silicon Valley Leadership Group's members respectfully request that you vote to direct city staff to move forward with participation in the water reuse partnership—in order to further secure the water our region needs to continue to thrive.

If you have any questions, please do not hesitate to contact me at 408-501-7858 or mmielke@svlg.org. We deeply appreciate your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Mielke".

Mike Mielke
SVP, Environment & Energy
Silicon Valley Leadership Group



Santa Clara & San Benito Counties Building & Construction Trades Council

2102 Almaden Road Suite 101, San Jose, CA 95125-2190 • Phone 408.265.7643 • Fax 408.265.2080

David Bini
Executive Director

Robert Baldini
President

November 18, 2019

Boilermakers 549
Brick & Tile 3
Carpenters 2236
Carpenters 405
Carpet & Linoleum 12
Cement Masons 400
Drywall Lathers 9144
Electricians 332
Elevator Constructors 8
Glaziers 1621
Heat & Frost Insulators 16
Iron Workers 377
Laborers 270
Laborers 67
Millwrights 102
Operating Engineers 3
Painters District Council 16
Painters 507
Plasterers 300
Plumbers & Steamfitters 393
Roofers & Waterproofers 95
Sheet Metal Workers 104
Sign, Display 510
Sprinkler Fitters 483
Teamsters 287
UA Local 355

Affiliated with:
State Building and
Construction Trades
Council of California
California Labor
Federation, AFL-CIO
California Labor C.O.P.E.
South Bay AFL-CIO
Labor Council

The Honorable Eric Filseth, Mayor
Palo Alto City Council Members
City of Palo Alto
250 Hamilton Ave
Palo Alto, CA 94301

The Honorable Lisa Matichak, Mayor
Mountain View City Council Members
City of Mountain View
500 Castro St.
Mountain View, CA 94041

Subject: Recycled Water Expansion in Palo Alto and Mountain View

Dear Mayor Filseth, Mayor Matichak, and Council Members:

On behalf of the Santa Clara and San Benito Counties Building and Construction Trades Council, I would like to express my support for the water reuse expansion opportunity currently pending before the Palo Alto and Mountain View City Councils. I urge both City Councils to approve the agreement between Palo Alto, Mountain View, and the Santa Clara Valley Water District (Valley Water) to advance resilient water reuse programs in Santa Clara County.

Today, you have the opportunity to boost local water supply and provide additional local jobs by investing in drought resilient, locally controlled recycled and purified water. As demand for our water resources grows and our supply is threatened by a changing and more unpredictable climate, it is critical that we find ways to secure a resilient water supply for our future. This unique partnership between Palo Alto, Mountain View, and Valley Water will help secure a new sustainable water supply and improve traditional recycled water projects to ensure that our communities have access to safe, reliable water necessary to support our 21st century economy. This agreement would also be an important source of new construction jobs in Palo Alto and Mountain View, infusing economic vitality in the community.



November 18, 2019

Page -2-

For these reasons, I urge both City Councils to move forward with this partnership to help secure the economic prosperity of our region. Thank you for your consideration. Should you have any questions or concerns, please feel free to contact me at (408) 265-7643 or david@scbtc.org.

Sincerely,



David Bini
Executive Director





Valley Water

Clean Water • Healthy Environment • Flood Protection

Approval of Partnership Agreement Between Santa Clara Valley Water District, the City of Palo Alto and the City of Mountain View to Advance Water Reuse in Santa Clara County.

Recycled Water Committee Meeting – December 11, 2019

Drivers

3

Board Governance Policy - meet 10% of County's total water demands using water reuse

Water Supply Master Plan

- Comprehensive evaluation of project and program costs, benefits, and risks
- Ensure Sustainability Strategy
- Recommend projects such as water reuse

Ensure Sustainability Strategy

4



Secure existing
supplies and
infrastructure

Expand
conservation
and reuse
(24,000 acre-
feet/year of
potable reuse)

Optimize the
system

Countywide Water Reuse Master Plan

- How to meet 24,000 AFY goal of potable reuse supply?
- Expand countywide reuse with Partner Agencies
- Consider new projects and previously explored projects, including reverse osmosis concentrate management strategies
- Evaluate wastewater availability for both non-potable reuse and potable reuse projects

Background

Regional Water Quality Control Plant (RWQCP) treats wastewater for:

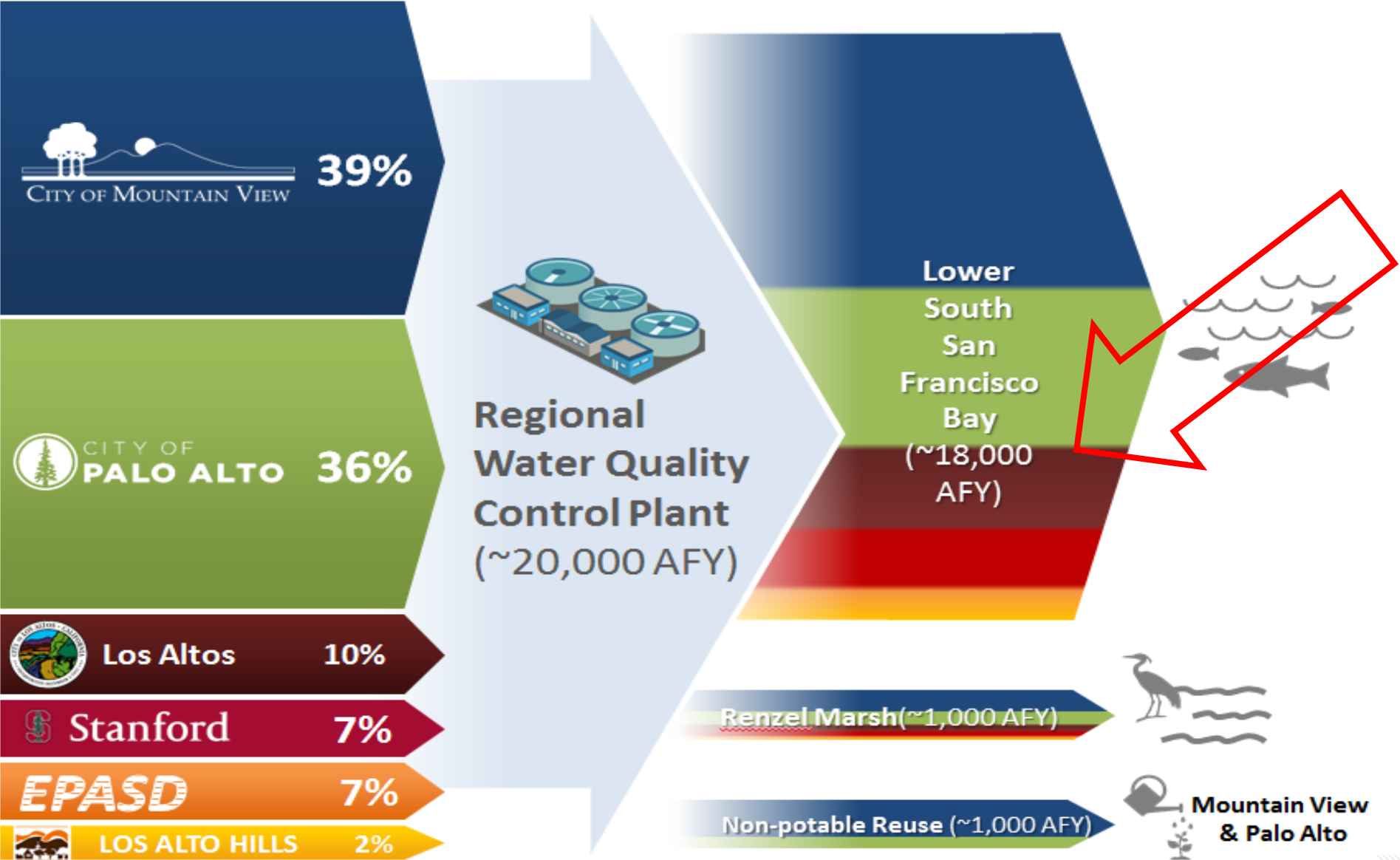
Palo Alto	Los Altos Hills
Town of Los Altos	Stanford University
East Palo Alto San. District	Mountain View

Approximately 5% of wastewater currently used to produce non-potable recycled water for Mountain View & Palo Alto

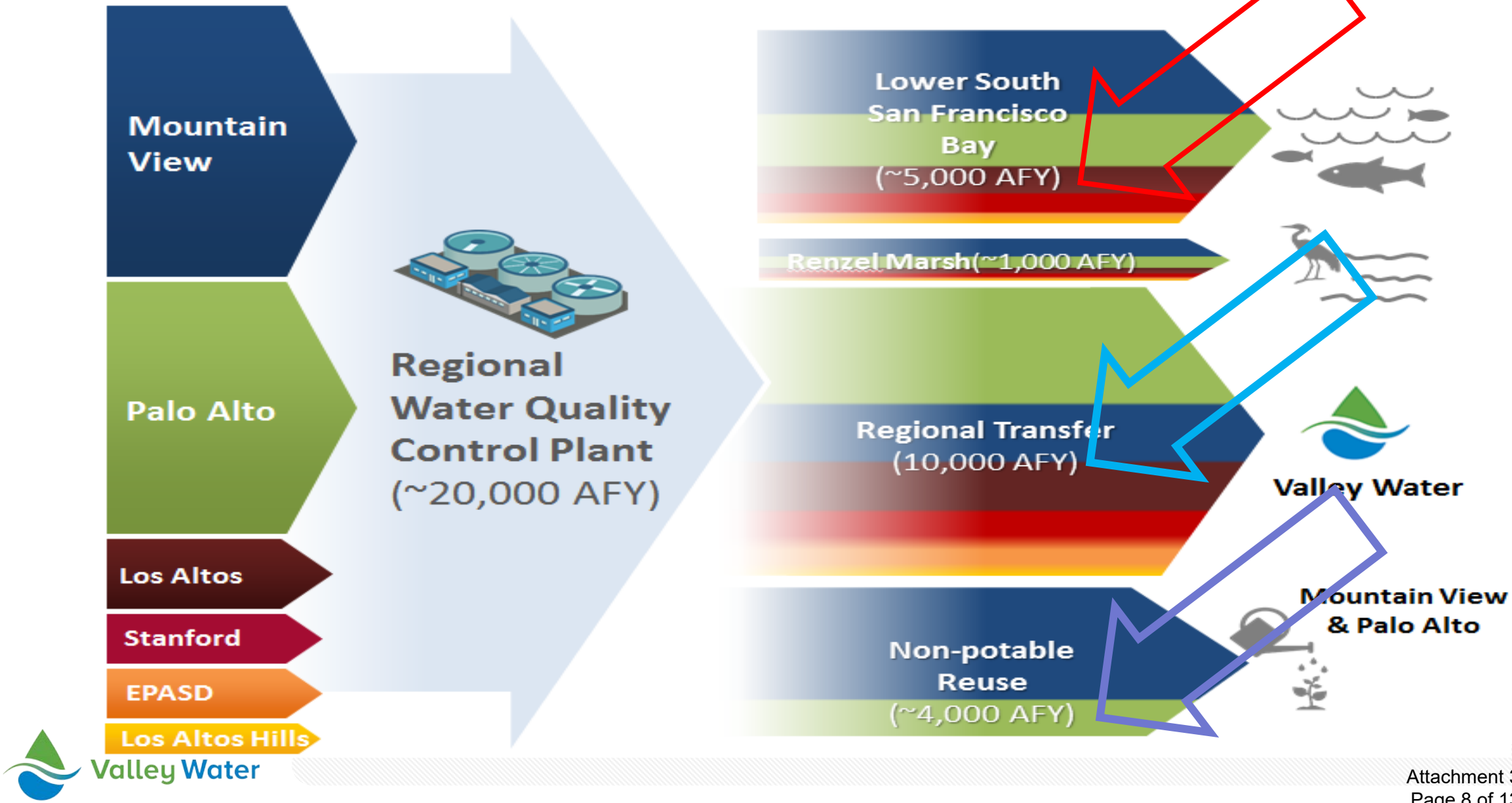
- Landscape irrigation
- Toilet flushing
- Cooling towers



Current Local Recycled Water Program



Regional Transfer of Effluent



Key Terms of Agreement

Valley Water	RWQCP*
Contributes \$16M for local salt removal facility	Palo Alto and Mountain View to contribute \$4M for local salt removal facility
13 years to build a regional purification facility	13 years to build local salt removal facility
Pays \$200,000/year to RWQCP partners that have committed their effluent (up to 13 years)	RWQCP partners can use funding for water reuse or other water supply programs
Pays \$1M/year for effluent (approx. 10,000 AFY); ability to defer receipt of effluent, but would pay \$1M/year in those years	RWQCP partners transfer 10,000 AFY to Valley Water
May provide alternate water supply to Palo Alto/Mountain View within 16 years, at cost	Palo Alto/Mountain View may request alternate water supply, at cost
First right of refusal to purchase RWQCP	Palo Alto to assist with regulatory permitting for reverse osmosis concentrate (as needed)
Total term of agreement is up to 76 years	Delivery of effluent to Valley Water for 63 years



*RWQCP= Regional Water Quality Control Plant

Environmental Benefits

- Reduces county-wide reliance on imported water
- Reduces water that must be taken from the Tuolumne River
- Improves quality of recycled water in Palo Alto & Mountain View for irrigation
- Reduces concentration of salt applied to the soil and, ultimately, groundwater
- Reduces RWQCP flow & pollutant loading discharged to San Francisco Bay



Recommendation

11

- Authorize the Chief Executive Officer to execute the Agreement Between the Santa Clara Valley Water District, the City of Palo Alto and the City of Mountain View to Advance Resilient Water Reuse Programs in Santa Clara County (Agreement).

QUESTIONS





Valley Water

Clean Water • Healthy Environment • Flood Protection

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

RESOLUTION NO. 19-

**MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO THE
CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR PARTNERSHIP AGREEMENT
TO ADVANCE RESILIENT WATER REUSE PROGRAMS IN SANTA CLARA COUNTY**

WHEREAS, the governing bodies of Palo Alto, Mountain View, and the Santa Clara Valley Water District (Valley Water) are considering the “Partnership Agreement to Advance Resilient Water Reuse Programs in Santa Clara County” (Partnership Agreement) that would further develop water supplies and infrastructure to meet the county’s water supply needs; and

WHEREAS, as part of the Partnership Agreement, Palo Alto and Mountain View may utilize Valley Water’s \$16 million contribution to the development of a local salt removal facility to be owned and operated by Palo Alto (referred to as the Local Plant in the Partnership Agreement) or an alternative to the Local Plant; and

WHEREAS, on September 28, 2015, pursuant to the California Environmental Quality Act (CEQA), Palo Alto certified a Final Environmental Impact Report (EIR) for the City of Palo Alto Recycled Water Project, which considered the environmental effects associated with expanding the Palo Alto Regional Water Quality Control Plant regional recycled water system; and

WHEREAS, on November 18, 2019, Palo Alto approved an Addendum to the EIR in regards to the development of the local salt removal facility; and

WHEREAS, Valley Water as a Responsible Agency pursuant to CEQA must make certain findings prior to approving the Partnership Agreement.

NOW, THEREFORE BE IT RESOLVED that the Board of Directors of the Santa Clara Valley Water District does hereby find:

1. The Board has reviewed and considered the environmental effects of the Project as shown in the EIR and Addendum prior to making a decision on the Partnership Agreement.
2. The EIR and Addendum are adequate for use by Valley Water.
3. The Board adopts the Findings, attached hereto as Exhibit A, and incorporated herein by this reference, for approval of the proposed Partnership Agreement.

Making Responsible Agency Findings Pursuant to the California Environmental Quality Act for
Partnership Agreement to Advance Resilient Water Reuse Programs in Santa Clara County
Resolution No. 19-

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by
the following vote on December 10, 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

Exhibit A

Resolution No 9548

Resolution of the Council of the City of Palo Alto Certifying the Adequacy of the Final Environmental Impact Report for the Recycled Water Project Pursuant to the California Environmental Quality Act and Adopting the Mitigation Monitoring and Reporting Program

The Council of the City of Palo Alto RESOLVES as follows:

SECTION 1. Introduction and Certification

(a) The City Council of the City of Palo Alto ("City Council"), in the exercise of its independent judgment, makes and adopts the following findings to comply with the requirements of the California Environmental Quality Act ("CEQA"; Pub. Resources Code, §§ 21000 et seq.), and Sections 15091, 15092, and 15093 of the CEQA Guidelines (14 Cal. Code Regs., § 15000 et seq.). All statements set forth in this Resolution constitute formal findings of the City Council, including the statements set forth in this paragraph. These findings are made relative to the conclusions of the City of Palo Alto Recycled Water Project Final Environmental Impact Report (State Clearinghouse No. 2011062037) (the "Final EIR"), which consists of the Draft Environmental Impact Report ("Draft EIR") and the Response to Comments ("RTC"). The Final EIR addresses the environmental impacts of the implementation of the Recycled Water Project (the "Project", as further defined in Section 2(b) below) and is incorporated herein by reference. These findings are based upon the entire record of proceedings for the Project.

(b) Mitigation measures associated with the potentially significant impacts of the Project will be implemented through the Mitigation Monitoring and Reporting Program described below, which is the responsibility of the City.

(c) The City of Palo Alto is the Lead Agency pursuant to Public Resources Code section 21067 as it has the principal responsibility to approve and regulate the Project.

(d) The City exercised its independent judgment in accordance with Public Resources Code section 20182.1(c), in retaining the independent consulting firm RMC Water and Environment ("RMC") to prepare the Final EIR, and RMC prepared the Final EIR under the supervision and at the direction of the Public Works Department's Watershed Protection Manager.

(e) The City, through RMC, prepared the Draft EIR and circulated it for review by responsible and trustee agencies and the public and submitted it to the State Clearinghouse for review and comment by state agencies, for a comment period which ran from April 20, 2015 through June 4, 2015. Two public meetings were held during the 45-day public comment period, on May 19, 2015 and May 21, 2015.

(f) Public comments were received during public comment period, including nine letters. RMC prepared a Response to Comments document which responded to the comments

received on the Draft EIR.

(f) The City's Public Works Department has reviewed the Final EIR and a draft of these findings and has provided its recommendations to the City Council regarding certification of the Final EIR. The City Council has independently reviewed the Final EIR and has considered the Public Works Department's recommendations in making these findings.

(g) Based upon review and consideration of the information contained therein, the City Council hereby certifies that the Final EIR was completed in compliance with CEQA, and reflects the City of Palo Alto's independent judgment and analysis. The City Council has considered evidence and arguments presented during consideration of the Project and the Final EIR. In determining whether the Project may have a significant impact on the environment, and in adopting the findings set forth below, the City Council certifies that it has complied with Public Resources Code sections 21081, 21081.5, and 21082.2.

(h) Chapter 7 in the Responses to Comments document (of the Final EIR) shows all revisions that the Final EIR made to the Draft EIR. All references to the Draft EIR in these findings include references to all revisions to the Draft EIR made in the Final EIR. Having reviewed this section and the Final EIR as a whole, the City Council hereby finds, determines, and declares that no significant new information has been added to the Final EIR so as to warrant recirculation of all or a portion of the Draft EIR. Likewise, the City Council has considered all public comments and other information submitted into the record since publication of the Final EIR, and further finds that none of that additional information constitutes significant new information requiring recirculation of the Final EIR.

SECTION 2. Project Information

The following Project information is supplied to provide context for the discussion and findings that follow, but is intended as a summary and not a replacement for the information contained in the Draft EIR, Final EIR, or Project approvals.

(a) Project Objectives

The Project Objectives are set forth in Section 1.4.2 of the Draft EIR, which is incorporated herein by reference.

(b) Project Description

The proposed Project is the expansion of Palo Alto Regional Water Quality Control Plant (RWQCP)'s regional recycled water system to serve areas in the City. The Water Reuse Program currently serves parts of the City of Palo Alto and Mountain View. This expansion would serve recycled water throughout the RWQCP's service area. Initially, the project would deliver approximately 900 acre feet per year of recycled water primarily to the Stanford Research Park Area and other South Palo Alto areas including Alta Mesa Memorial Park. The primary use of

recycled water for this project would be landscape irrigation. The proposed project would involve installation and operation of approximately 10 miles of backbone and lateral pipelines, two pump stations (one at the RWQCP and one along the pipeline), and 0.3 miles of connection pipelines to connect to the RWQCP and the existing Mountain View recycled water pipeline.

An aerial view of the proposed pipeline corridor and the proposed pump stations is shown in Figure 2-1. A breakdown of the proposed backbone pipeline alignment is shown in Table 2-1. The proposed booster pump station site at Mayfield Soccer Fields is shown in Figure 2-5 while the proposed pump station site at the RWQCP is shown in Figure 2-6. (All references to figures and table are to those appearing in the Draft EIR)

A complete description of the Project as proposed by the Project applicant is set forth in Section 2.3 of the Draft EIR, as modified in the Final EIR.

(c) Required Approvals

The approvals required by the City as lead agency for implementation of the Project include:

- A. Modification of the City's Long Range Facilities Plan for the Regional Wastewater Control Plant
- B. Architectural Review
- C. Site and Design Review
- D. Conditional use permit
- E. Tree Removal Permits
- F. Encroachment and Street Work Permit
- G. Exceptional waste discharge permit
- H. Recycled Water Permit for Customers

SECTION 3. Record of Proceedings

(a) For purposes of CEQA, CEQA Guidelines section 15091(e), and these findings, the Record of Proceedings for the Project includes, but is not limited to, the following documents:

- (1) The Final EIR, which consists of the Recycled Water Project Draft EIR, published and circulated for public review and comment by the City from April 20 through June 4, 2015, the Response to Comments document, and all appendices, reports, documents, studies, memoranda, maps, testimony, and other materials related

thereto;

- (2) All public notices issued by the City in connection with the Project and the preparation of the Draft EIR and the Final EIR, including but not limited to public notices for all public meetings held to seek public comments and input on the Project and the Notice of Preparation, Notice of Completion, and Notice of Availability;
- (3) All written and oral communications submitted by agencies or interested members of the general public during the public review period for the Draft EIR, including oral communications made at public hearings or meetings held on the Project approvals;
- (4) The Mitigation Monitoring and Reporting Program;
- (5) All findings and resolutions adopted by the City Council in connection with the Project, and all documents cited or referred to therein;
- (6) All final reports, studies, memoranda, maps, staff reports, or other planning documents relating to the Project prepared by the City of Palo Alto and consultants with respect to the City of Palo Alto's compliance with the requirements of CEQA, and with respect to the City of Palo Alto's actions on the Project, including all staff reports and attachments to all staff reports for all public meetings held by the City;
- (7) Minutes and/or verbatim transcripts of all public meetings and/or public hearings held by the City of Palo Alto in connection with the Project;
- (8) Matters of common knowledge to the City of Palo Alto, including, but not limited to, federal, state, and local laws and regulations;
- (9) Any documents expressly cited in these findings, in addition to those cited above; and
- (10) Any other materials required to be in the record of proceedings by Public Resources Code section 21167.6(e).

(b) The custodian of the documents comprising the record of proceedings is the Director of Planning and Community Environment, 250 Hamilton Avenue, 5th Floor, Palo Alto, California, 94301.

(c) Copies of all of the above-referenced documents, which constitute the record of proceedings upon which the City of Palo Alto's decision on the Project is based, are and have been available upon request at the City of Palo Alto offices at 250 Hamilton Avenue, 5th Floor,

Palo Alto, California, 94301, and online on the Project's website at http://www.cityofpaloalto.org/gov/depts/uti/residents/resources/water_resources/recycled_water.asp.

(d) The City of Palo Alto has relied upon all of the documents, materials, and evidence listed above in reaching its decision on the Project.

(e) The City Council hereby finds, determines and declares that the above-referenced documents, materials, and evidence constitute substantial evidence (as that term is defined by section 15384 of the CEQA Guidelines) to support each of the findings contained herein.

SECTION 4. Mitigation Monitoring and Reporting Program

(a) CEQA requires the lead agency approving a project to adopt a Mitigation Monitoring and Reporting Program (MMRP) for the changes made to the project that it has adopted in order to mitigate or avoid significant effects on the environment. An MMRP has been prepared and is recommended for adoption by the City Council concurrently with the adoption of these findings to ensure compliance with standard project requirements incorporated as part of the project and mitigation measures during Project implementation. As required by Public Resources Code section 21081.6, the MMRP designates responsibility and anticipated timing for the implementation of the mitigation measures recommended in the Final EIR. The MMRP will remain available for public review during the compliance period.

(b) The City Council hereby adopts the MMRP for the Project attached hereto as Exhibit A and incorporated by reference, and finds, determines, and declares that the adoption of the MMRP will ensure enforcement and continued imposition of the mitigation measures recommended in the Final EIR, and set forth in the MMRP, in order to mitigate or avoid significant impacts on the environment.

SECTION 5. Significant Impacts Reduced to Less than Significant

The Draft EIR and the Final EIR identified a number of significant and potentially significant environmental impacts that the Project will cause or contribute to. All of these significant effects can be fully addressed and reduced to less than significant through the adoption and implementation of standard project requirements incorporated as part of the Project and feasible mitigation measures. Those impacts, along with the standard project requirements and mitigation measures to reduce them to less than significant, are listed below as referenced in the Final EIR.

3.1 Hydrology and Water Quality

Impact HYD-1: Potential violation of water quality standards and/or waste discharge requirements or otherwise substantially degrade water quality. Less than significant with

Standard Project Requirements and Mitigation.

a) **Potential Impact.** The impact identified above is described and discussed in Section 3.1.3 of the Draft EIR.

b) **Mitigation Measures.** No mitigation measures are required. The following standard project requirements will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

Standard Project Requirements

Best Management Practices – Storm Water Quality: The City shall require contractors to file a Notice of Intent with the Regional Water Quality Control Board (RWQCB) indicating compliance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Storm Water Runoff Associated with Construction Activity (General Permit) and to prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) outlining BMPs for construction/post-construction activities as specified by the City of Palo Alto's Pollution Prevention plan sheet, the California Stormwater Best Management Practices Handbook and/or the Association of Bay Area Governments' Manual of Standards for Erosion and Sediment Control Measures. The BMPs include measures guiding the management and operation of construction sites to control and minimize the potential contribution of pollutants to stormwater runoff from these areas. These measures address procedures for controlling erosion and sedimentation, and managing all aspects of the construction process to ensure control of potential water pollution sources. Erosion and sedimentation control practices typically include:

- Installation of silt fencing and/or straw wattle;
- Soil stabilization;
- Revegetation of graded and fill areas with a standard erosion control mix (approved by a native habitat restorationist);
- Runoff control to limit increases in sediment in stormwater runoff (e.g., straw bales, silt fences, drainage swales, geofabrics, check dams, and sand bag dikes);
- Performing equipment maintenance at least 100 feet from all water bodies and wetlands, with measures in place to contain spills of diesel fuel, gasoline, or other petroleum products.
- Directing drainage from all work sites away from any water bodies or wetlands where feasible;
- Preventing erosion of uplands and sedimentation of creeks, tributaries, and ponds;
- Minimizing creek bank instability;
- Preventing flooding; and

- Returning grades to preconstruction contours.

A SWPPP that complies with the statewide General Permit shall be developed and implemented to protect water quality of the creeks that lie in the study area. Appropriate erosion and sediment control and non-sediment pollution control (i.e., sources of pollution generated by construction equipment and material) BMPs shall be prescribed in the SWPPP, and erosion and sediment control material included in the SWPPP shall be certified as weed free. Dewatering operations are covered under the General Construction Permit as an authorized non-stormwater discharge. The discharge from dewatering operations would be evaluated and made part of the Project SWPPP. In addition, the Project shall comply with RWQCB regulations and standards to maintain and improve the quality of both surface water and groundwater resources.

Frac-Out Plan: Prior to constructing underground crossings of creeks or channels, a Frac-out Contingency Plan shall be developed. At minimum, the plan shall prescribe the measures to ensure protection of water quality and related biological resources (e.g., aquatic resources, and special-status plants and wildlife) including:

- Procedures to minimize the potential for a frac-out associated with horizontal directional drilling;
- Procedures for timely detection of frac-outs;
- Procedures for timely response and remediation in the event a frac-out; and
- Monitoring of drilling and frac-out response activities by a qualified biologist.

Discharge of Exceptional Wastewater: Hydrostatic test water and water collected from dewatering activities (including contaminated water) are discharged to the sanitary sewer with an Exceptional Waste Discharge Permit from RWQCP. The permit requires chemical constituents to be sampled and identifies limits for these constituents. To minimize impacts to water quality, the City shall obtain an Exceptional Wastewater Permit prior to discharge of such waters into the sanitary sewer.

c) Finding. Impacts to water quality during construction would be potentially significant, but with implementation of standard project requirements, including the development and implementation of a SWPPP and best management practices, a frac-out plan for trenchless construction across creeks, and compliance with an Exceptional Waste Discharge Permit, potential impacts would be reduced to less than significant.

d) Remaining Impact. Standard project requirements specified above would reduce all potential impacts to less than significant. No residual impacts would remain.

Impact HYD-2: Potential to substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site. Less than Significant with Standard Project Requirements and Mitigation.

a) Potential Impact. The impact identified above is described and discussed in Section 3.1.3 of the Draft EIR.

b) Mitigation Measures. No mitigation measures are required. The standard project requirements specified under Impact HYD-1 will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings.

c) Finding. Construction-related erosion and siltation could generate potentially significant, but with implementation of standard project requirements specified for HYD-1 above, including the development and implementation of a SWPPP and best management practices, a frac-out plan for trenchless construction across creeks, and compliance with an Exceptional Waste Discharge Permit, potential impacts would be reduced to less than significant.

d) Remaining Impact. Standard project requirements specified above would reduce all potential impacts to less than significant. No residual impacts would remain.

Impact HYD-3: Potential to result in the substantial decline in health of the redwood trees and other salt-sensitive plant species. Less than Significant with Mitigation Measures.

a) Potential Impact. The impact identified above is described and discussed in Section 3.1.3 of the Draft EIR.

b) Mitigation Measures. The following mitigation measures will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

HYD-3a Source Control of Saline Groundwater: The City shall continue to line and repair existing sewers to minimize saline groundwater infiltration.

HYD-3b Monitoring: The City shall immediately begin monthly monitoring of the salinity (and related constituents) of the recycled water and shall report the rolling 12-month average for comparison to the Palo Alto City Council goal of 600 mg/l TDS. Monthly electronic reporting to those requesting it will be performed for two years, and then the frequency will be re-evaluated. The City shall monitor soil salinity and SAR through semi-annual soil analyses, preferably taken early and late in the irrigation season (approximately April

and October).

HYD-3c

Site Management: If at a particular site receiving recycled water, monitoring identifies an increase in soil salinity and SAR over historical levels, the City in cooperation with the owner of that site shall conduct a site-specific evaluation. That evaluation would consider (1) the extent to which the site contains protected trees (including redwood trees and oaks) that might be impacted by soil salinity, (2) the extent to which the elevated salinity is at a level that poses a threat to such protected trees, and (3) the extent to which the elevated salinity is the result of the use of the City's recycled water. If a threat is found, the City shall work cooperatively with the site owner to develop a site-specific mitigation plan, including the site owner's implementation of best management practices which are described below:

- To avoid plant damage to salt sensitive landscape plants, site owners can implement a leaching program to maintain soil salinity within the root zone below 2.0 dS/m^1 and SAR below 6.0. For moderately salt-tolerant plants, maintain soil salinity below 4.0 dS/m . Where subsoils do not drain adequately, installation of subsurface drainage systems may be needed. Rainfall will satisfy a portion of the leaching requirement, depending on the rate, volume, and distribution through the season. The frequency with which leaching applications should be made depends on several variables, and is typically triggered by approaching soil salinity thresholds defined above.
- Site owners can apply gypsum prior to leaching when indicated by soil analysis. Gypsum is a soil amendment that, when combined with leaching, helps lower soil sodium concentrations. Gypsum application can be considered when soil analyses reveal one or more of the following conditions: SAR exceeds 6.0, SAR increases 2 units or more (e.g., 2.3 to 4.3), and/or sodium concentration exceeds 5 meq/l (115 mg/L). The amount of gypsum needed and the frequency of application depend on site-specific soil and water characteristics, and can be determined by laboratory analysis.

HYD-3d

Other Options to Protect Salt-Sensitive Plants. In the event that monitoring results (see Mitigation Measure HYD-3b) show that optimal concentrations of TDS and related parameters will not be achieved prior to operation of the Project (i.e., recycled water application), the City will evaluate and implement one or more of the following actions to reduce TDS levels:

¹ ds/m is decisiemen/meter. A dS/m is a measure of electrical conductivity, and approximates to 640 mg/L TDS.

- Utilize its existing Recycled Water Ordinance exemption process (Palo Alto Municipal Code 16.12.050) to exempt redwood trees (and/or other salt sensitive species) from the use of recycled water;
- Blend Recycled Water and other lower salinity water prior to application; and/or
- Treat recycled water to reduce TDS prior to application, or shortly thereafter (the City is initiating an investigation of the feasibility of Reverse or Forward Osmosis treatment of its recycled water, combined with blending of appropriate water).

c) Finding. As described in the Draft EIR, these measures are part of a larger vision to ensure that salinity hazard is eliminated and recycled water quality is safely used on landscapes. The measures involve the City continuing to line and repair existing sewers to minimize saline groundwater infiltration, concurrent monitoring by the City to track success, concurrent best management practices by site owners as needed, and if deemed necessary (in the event the salinity hazard has not been eliminated), other actions to be implemented by the City. Mitigation Measures HYD-3b, HYD-3c, and HYD-3d have been revised in the Final EIR for clarification purposes. Specifically, Mitigation Measure HYD-3b has been revised to increase the initial frequency of salinity monitoring and to provide for reevaluation of the monitoring schedule after two years of monitoring. Mitigation Measure HYD-3c has been revised to identify timing of when a site-specific evaluation would be needed. Mitigation Measure HYD-3c has been revised to clarify the procedures that would be implemented if salinity reduction does not achieve optimal recycled water quality before the start of project operations. The implementation of HYD-3a, HYD-3b, HYD-3c, and/or HYD-3d would ensure that the project would not result in the substantial decline in health of redwood trees and other salt-sensitive plant species and would mitigate potential impacts to a less-than-significant.

d) Remaining Impact. Mitigation Measures HYD-3a, HYD-3b, HYD-3c, and HYD-3d would reduce all potential impacts to less than significant. No residual impacts would remain.

3.2 Aesthetics

Impact AES-1: The Proposed Project could result in substantial degradation of the existing visual character or quality of the site and its surroundings or on a public view or view corridor. Less than significant with Standard Project Requirements and Mitigation Measures.

a) Potential Impact. The impact identified above is described and discussed in Section 3.2.3 of the Draft EIR.

b) Mitigation Measures. The standard project requirements and mitigation measures will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings.

Standard Project Requirement

Compliance with the Tree Technical Manual: The City of Palo Alto Tree Technical Manual (Dockter 2001) is a separately published document issued by the City Manager, through the Departments of Planning and Community Environment and Public Works to establish specific technical regulations, standards and specifications necessary to implement the Tree Ordinance (Chapter 8.10, Tree Preservation and Management Regulations), and to achieve the City's tree preservation goals and natural resource conservation goals.

Section 2.00 specifically addresses the protection of trees during construction; its objective is to reduce the negative impacts of construction on trees to a less than significant level.

Construction projects within the tree protection zone (TPZ) of Regulated Trees are required to implement protective practices prior to and during construction. The City would be required to retain a certified arborist to prepare a Tree Protection and Preservation Plan if any activity is within the dripline of a Protected or Designated Tree. The Plan must include an assessment of impacts to trees, recommended mitigation to reduce impacts to a less than significant level, and identification of construction guidelines to be followed through all phases of a construction project.

Section 3.00 of the Tree Technical Manual outlines requirements associated with the removal and replacement of regulated trees. The standards and specifications for replacements of trees are dependent on the location where a Protected or Designated Tree would be replaced. If a tree is to be replaced on site, the replacement tree must be the same species unless the Director determines that another species would be more suitable for the location. The location of the replacement tree on site must be approved by the Director. If it is not possible to replace the tree on site, funding for the replacement of trees is calculated using a Tree Value Replacement Standard. The funding is then applied for planting of trees elsewhere.

AES-1	Restoration to Pre-construction Conditions: The City shall require its contractors to restore disturbed areas to their pre-construction conditions, to the extent consistent with pipeline operations, so that short-term construction disturbance does not result in long-term visual impacts.
HYD-3a	See above under Impact HYD-3
HYD-3b	See above under Impact HYD-3
HYD-3c	See above under Impact HYD-3
HYD-3d	See above under Impact HYD-3

c) Finding. Compliance with standard project requirements (Tree Technical

Manual) would ensure that protected trees would remain on the Project site and any designated trees removed would be replaced according to the Tree Canopy Replacement Formula, Tree Technical Manual, Section 3.30, to ensure minimal effects on the visual quality of affected site. The implementation of Mitigation Measure AES-1 would ensure that project sites are restored to preconstruction conditions or re-vegetated upon completion of work activities to ensure that short-term construction-related impacts would not become long-term aesthetic problems. Implementation of HYD-3a, HYD-3b, HYD-3c, and/or HYD-3d would ensure that the project would not result in the substantial decline in health of redwood trees and other salt-sensitive plant species, and as such substantial degradation of the existing visual character or quality of the site and its surroundings or on a public view or view corridor would not occur. Thus, with implementation of both the standard project requirement and mitigation measures, the project would mitigate potential aesthetic impacts to a less-than-significant.

d) Remaining Impact. Standard project requirement and mitigation measures specified above would reduce all potential impacts to less than significant. No residual impacts would remain.

3.3 Air Quality

Impact b: Violate air quality standards or contribute substantially to an existing or projected air quality violation indicated by the following:

- Direct and/or indirect operational emissions that exceed the Bay Area Air Quality Management District (BAAQMD) criteria air pollutants
- Contribute to carbon monoxide (CO) concentrations exceeding the State Ambient Air Quality Standard.

Impact c: Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors).

a) Potential Impact. The impacts identified above are described and discussed in Section E.2 of the Draft EIR (Appendix E).

b) Mitigation Measures. The following standard project requirement and mitigation measure will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

Standard Project Requirement

BAAQMD Dust Control Measures: The following basic construction measures are identified by BAAQMD and shall be incorporated into contract specifications and implemented by the contractor:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day;

- All haul trucks transporting soils, sand, or other loose material off-site shall be covered;
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited;
- All vehicle speeds on unpaved roads shall be limited to 15 mph;
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used;
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points;
- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator; and
- Post a publicly visible sign with telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

The following additional construction mitigation measures identified by BAAQMD shall be incorporated into contract specifications and implemented by the contractor, to supplement the proposed standard project requirement.

- All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe.
- All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph.
- Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity.
- Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established.
- The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time.
- All trucks and equipment, including their tires, shall be washed off prior to leaving the site.

- Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch or gravel.
- Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent.
- Idling time of diesel powered construction equipment shall be minimized to two minutes.
- The project shall develop a plan demonstrating that off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet-average 20 percent NO_x reduction and 45 percent PM reduction compared to the most recent ARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available.
- Use low VOC (i.e., ROG) coatings beyond the local requirements (i.e., Regulation 8, Rule 3: Architectural Coatings).
- All construction equipment, diesel trucks and generators shall be equipped with Best Available Control Technology for emission reductions of NO_x and PM.
- All contractors shall use equipment that meets CARB's most recent certification standard for off-road heavy duty diesel engines.

AIR-1

Two Crew Construction of Proposed Pipeline (using open trench construction technique) and Pump Station Restrictions: To ensure NO_x emissions do not exceed the BAAQMD threshold, the City shall either:

- Incorporate into contract specifications the requirement for contractors to limit open trench construction of the proposed pipeline to one crew (rather than two crews) and sequence the pump station construction so that it would be constructed one at a time, not concurrent with any other activity; or
- Upon refinement of the construction details and assumptions for equipment use, dimensions of the trenches, rate of construction, backfill volume, the City shall rerun the air quality model analysis to confirm whether simultaneous construction of the proposed pipeline or pump stations would result in exceedance of BAAAMD NO_x emissions thresholds. If NO_x thresholds is exceeded, then the City shall implemented item 1 above. If NO_x thresholds is not exceeded, then the City would be able to proceed with concurrent construction of two pipelines (using open trench construction) / two pump stations accordingly.

c) **Finding.** Standard project requirement (dust control) has been incorporated into the project to substantially lessen the dust generated by the Project. Mitigation Measure AIR-1

will ensure that NO_x emissions do not exceed the BAAQMD threshold either by refining the design and rerunning the air quality modeling to confirm that concurrent construction by two crews would not result in an exceedance of BAAQMD threshold for NO_x or by limiting construction to one crew at a time. The standard project requirement and mitigation measure would mitigate the impact to less than significant.

d) Remaining Impact. The standard project requirement and mitigation measure specified above would reduce all potential impacts to less than significant. No residual impacts would remain.

3.4 Biological Resources

Impact a: Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.

Impact d: Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10).

a) Potential Impact. The impacts identified above are described and discussed in Section E.3 of the Draft EIR (Appendix E).

b) Mitigation Measures. The following standard project requirements and mitigation measures will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

Standard Project Requirements

Health and Safety and Hazardous Materials Management and Spill

Prevention Control Plans: The City shall require the contractor to prepare a Health and Safety Plan and Hazardous Materials Management and Spill Prevention and Control Plan prior to commencement of construction that includes a project-specific contingency plan for hazardous materials and waste operations. The Health and Safety Plan shall be applicable to all construction activities, and shall establish policies and procedures according to federal and California Occupational Safety and Health Administration (OSHA) regulations for hazardous materials Health and Safety Plans, and the City of Palo Alto's Pollution Prevention plan sheet.

Elements of the plan shall include, but not be limited to, the following:

- Discussion of hazardous materials management, including delineation

of hazardous material storage areas, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage areas;

- Notification and documentation of procedures; and
- Spill control and countermeasures, including employee spill prevention/response training.

Best Management Practices – Stormwater Quality (see Impact HYD-1 above)

Compliance with the Tree Technical Manual (see Impact AES-1 above)

BIO-1

Protection of Sensitive Habitats and Jurisdictional Features: The Proposed Project has been designed to avoid impacts to sensitive habitats, including jurisdictional wetlands and waters. However, indirect impacts to jurisdictional waters could occur as a result of the Proposed Project. The following general measures will be implemented during the construction and operation of the Proposed Project to minimize indirect impacts to sensitive habitats and jurisdictional features:

- All construction equipment will use identified staging areas and access roads located in upland areas. When accessing work sites, travel and parking of vehicles and equipment will be limited to pavement, existing roads, and previously disturbed areas (except where overland travel is required). Construction workers will not be allowed to enter sensitive areas that have been fenced or staked.
- Ground disturbance and vegetation removal will not exceed the minimum amount necessary to complete work at the site.
- The following BMPs shall be incorporated into the SWPPP as protective measures to address wind- or water-related erosion:
 - No discharge of pollutants from vehicle and equipment cleaning will be allowed into storm drains, wetlands, or water courses.
 - No vehicles may be refueled within 100 feet of wetlands, streams, or other waterways. Vehicles operating adjacent to wetlands and waterways must be inspected and maintained daily to prevent leaks.
 - Waste facilities will be maintained. Waste facilities include concrete wash-out facilities, portable toilets, and hydraulic fluid containers. Waste will be removed to a proper disposal site.
- After construction is completed, a final cleanup will include removal of all stakes, temporary fencing, flagging, and other refuse generated by construction.

BIO-2 **Protection of CRLF:** Construction activities associated with the creek crossing (Matadero Creek near Deer Creek Road) will be limited to the dry season (generally April 15 to October 15) to the extent feasible.

BIO-3 **Employee Education Program (required for CRLF, BUOW, and CCR if preconstruction surveys determined they are present).** An employee education program will be conducted by a qualified biologist, consisting of a brief presentation to explain special-status species concerns to contractors, their employees, and any other personnel involved in the project. The program will include the following: a description of relevant special-status species and their habitat needs as they pertain to the project; a report of the occurrence of these species in the project vicinity, as applicable; an explanation of the status of these species and their protection under the MBTA, California Fish and Game Code, and other statutes; and, a list of measures being taken to reduce potential impacts to natural resources during project construction and implementation. A fact sheet conveying this information will be prepared for distribution to the above-mentioned people and anyone else who may enter the project area. Upon completion of training, employees will sign a form stating that they attended the training and understand all of the conservation and protection measures. Construction crews will be informed during the education program meeting that, to the extent possible, travel within the marked project area will be restricted to established roadbeds.

BIO-4 **Monitoring During Construction.** A qualified biologist will be retained to monitor construction activities associated with the creek crossing (Matadero Creek near Deer Creek Road). The biologist will have expertise with CRLF biology and ecology. The biologist will have the authority to halt work if a special-status species is observed.

BIO-5 **General Measures to Reduce Impacts to Wildlife Species.** The following shall be relevant to the following species: California red-legged frog, burrowing owl, and the California Clapper Rail.

- All excavations left open overnight will either be covered to prevent wildlife from becoming entrapped or will include escape ramps. In addition, excavations must be inspected for wildlife at the start of each workday and prior to back filling. The USFWS and/or CDFW will be contacted prior to removing or relocating any special-status wildlife within the excavation.
- Food items may attract wildlife into construction areas, which would expose them to construction-related hazards. The construction areas will be maintained in a clean condition. All trash (e.g., food scraps, cans, bottles, containers, wrappers, cigarette butts, and other

discarded items) will be placed in closed containers and properly disposed of.

- If an animal is found at a work site and is believed to be a protected species, work must be halted until the animal leaves of its own accord or the USFWS and/or CDFW is consulted to relocate the species. Care shall be taken not to harm the species. No wildlife or plant species will be handled and/or removed from the site by anyone except approved biologists.

BIO-6

Burrowing Owl Pre-Construction Surveys. Pre-construction BUOW surveys will be conducted in suitable habitat for BUOW (i.e., in pastureland habitat between Deer Creek Road and Hillview Avenue and in the vicinity of the RWQCP) in accordance with the recommendations and guidelines provided in the Staff Report on Burrowing Owl Mitigation (Department of Fish and Game, March 2012). If no BUOW or BUOW sign is observed no further action will be required. If BUOW or BUOW sign is observed then no disturbance will occur within 160 feet of occupied burrows during the non-breeding season (September 1 through January 31) or within 250 feet during the breeding season (February 1 through August 31). A qualified biologist will be present in these locations to monitor construction and ensure the BUOW is not disturbed.

BIO-7

Buffer for California Clapper Rail or Survey. Construction activities within 500 feet of the marshland habitat surrounding the RWQCP will be conducted outside the breeding season for CCR (i.e., September 1 through January 31). If this is not feasible, a qualified biologist will conduct protocol-level surveys for CCR in accordance with the California Clapper Rail Draft Survey Protocol (USFWS 2000). A qualified biologist is an individual who has experience conducting protocol-level surveys for CCR. Prior to commencement of the surveys, the biologist will prepare a brief letter report describing the survey design and submit it to the USFWS and the CDFW for review and approval. Upon the completion of the surveys, results will be submitted to the USFWS and CDFW for a final decision on the possibility of doing work during the breeding season for CCR.

BIO-8

Measure to Protect Nesting Birds. If equipment staging, site preparation, grading, excavation, or other project-related construction activities are scheduled to occur during the avian nesting season (generally February 1 to September 1), a focused survey for active nests will be conducted by a qualified biologists within 15 days prior to the beginning of project-related activities. Surveys will be conducted in all suitable habitat located at project work sites, and in staging or storage areas. Surveys will be conducted at the appropriate times of day (e.g., dawn or dusk), and during the appropriate nesting times and will concentrate on areas of suitable habitat. If a lapse in

project-related activities of 15 days or longer occurs, another focused survey will be conducted. If no active nests are found, then no further mitigation is required. If an active nest is found within the surveyed areas, an appropriate exclusion buffer will be established by a qualified biologist and the exclusion buffer will be maintained until the young have fledged or will no longer be impacted by the project. A qualified biologist will be present to monitor construction activities in the vicinity of the nest and ensure the nesting species is not disturbed. If a species appears disturbed by construction activities (as determined by a qualified biologist) work will be halted and the USFWS and/or CDFW will be consulted. Project activities will not resume without approval from the USFWS and/or CDFW.

BIO-9

Bat Preconstruction Surveys. Preconstruction day and night-roost surveys will be conducted to avoid impacts to bats. The survey will be conducted by a qualified bat biologist following the protocol in the Bats and Bridges Technical Bulletin (Erickson et al. 2003) to determine if bats are using the bridges as a roost site. If a roost is observed, the CDFW and/or USFWS will be consulted and additional mitigation measures will be implemented. Example measures include working during the daytime if night roosts are present, no clearing or grubbing adjacent to the roost, no work within 100 feet of the roost, no lighting near the roost where it could shine on the roost structure.

BIO-10

Bat Breeding Season Surveys. Construction activities near the Adobe Creek crossing near Middlefield Road, the Barron Creek crossing near Cowper Street, and the Matadero Creek crossing near Cowper Street will be scheduled to avoid the bat breeding season (April through August) to the extent feasible. If work in these locations is required in the breeding season, a survey for bats will be conducted. The survey will be conducted by a qualified bat biologist following the protocol in the Bats and Bridges Technical Bulletin (Erickson et al. 2003) to determine if bats are using the bridges as a roost site. If a roost is observed, the CDFW and/or USFWS will be consulted and additional mitigation measures will be implemented. Example measures include excluding bats from directly affected work areas or replacing the roost location.

c) Finding. Mitigation Measure BIO-1 mandates that general measures be implemented to protect sensitive habitats and jurisdictional features. Mitigation Measure BIO-2 limits creek crossing construction to the dry season. Mitigation Measure BIO-3 mandates an employee education program to discuss protection measures. Mitigation Measure BIO-4 includes retaining a qualified biologist who will have authority to halt work to monitor construction activities associated with creek crossing. Mitigation Measure BIO-5 includes general measures to reduce impacts to the California red-legged frog, burrowing owl, and the California Clapper Rail. Mitigation Measure BIO-6 includes conducting pre-construction surveys

for Burrowing Owls and, if signs are present, limiting disturbance and retaining a biologist to be present to ensure Burrowing Owls are not disturbed. Mitigation Measure BIO-7 includes measures to protect the California Clapper Rail and its habitat. Mitigation Measure BIO-8 includes measures to protect nesting birds, including conducting nesting surveys prior to construction and retaining a biologist to monitor activities and ensure nesting species are not disturbed. Mitigation Measure BIO-9 includes measures to protect bats including conducting roosting surveys prior to construction and working with the CDFW and/or USFWS to determine additional mitigation measures if roosts are found. Mitigation Measure BIO-10 includes measures to protect bats during breeding season, including conducting surveys near specific locations if work in these locations is required during breeding season and working with the CDFW and/or USFWS to determine additional mitigation measures if roosts are found. Combined, the standard project requirements and the mitigation measures reduce impacts to biological resources to less than significant.

d) Remaining Impact. Standard project requirements and mitigation measures specified above would reduce all potential impacts to less than significant. No residual impacts would remain.

Impact b: The Proposed Project could have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, including federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.

a) Potential Impact. The impact identified above is described and discussed in Section E.3 of the Draft EIR (Appendix E).

b) Mitigation Measures. The following mitigation measure will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

BIO-1 See above under Impact a.

c) Finding. Mitigation Measure BIO-1 mandates that general measures be implemented to protect sensitive habitats and jurisdictional features, thus reducing the impact on any riparian habitat or other sensitive natural community to less than significant.

d) Remaining Impact. Mitigation Measure BIO-1 specified above would reduce all potential impacts to less than significant. No residual impacts would remain.

3.5 Cultural Resources

Impact a: The Proposed Project could directly or indirectly destroy a local cultural resource that is recognized by the City Council resolution.

Impact b: The Proposed Project could cause a substantial adverse change in the significance of an archeological resource pursuant to 15064.5.

Impact d: The Proposed Project could disturb human remains, including those interred outside of formal ceremonies.

Impact e: The Proposed Project could adversely affect a historic resource listed or eligible for listing on the National and/or California Register, or listed on the City's Historic Inventory.

Impact f: The Proposed Project could eliminate important examples of major periods of California history or prehistory.

a) Potential Impact. The impacts identified above are described and discussed in Section E.4 of the Draft EIR (Appendix E).

b) Mitigation Measures. The following standard project requirement and mitigation measure will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

Standard Project Requirement

Protection of Cultural Resources: Should any previously undiscovered historic or prehistoric archaeological deposits be discovered during construction, work shall stop within 50 feet of the discovery, until such time that the discovery can be evaluated by a qualified archaeologist and appropriate mitigative action taken as determined necessary in consultation with the lead Federal agency for NHPA Section 106 compliance, in accordance with 36 CFR Part 800.13, and the City. Measures might include preserving in situ the archaeological resource or an archaeological monitoring or data recovery program. Prehistoric archaeological site indicators include chipped chert and obsidian tools, and tool manufacturing waste flakes, grinding implements such as mortars and pestles, and darkened soil that contains dietary debris such as bone fragments and shellfish remains. Historic site indicators include, but are not limited to, ceramics, glass, wood, bone, and metal remains.

Section 7050.5(b) of the California Health and Safety code will be implemented in the event that human remains, or possible human remains, are located during Project-related construction excavation. Section 7050.5(b) states:

In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably

suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code.

The County Coroner, upon recognizing the remains as being of Native American origin, is responsible for contacting the Native American Heritage Commission (NAHC) within 24 hours. The Commission has various powers and duties to provide for the ultimate disposition of any Native American remains, as does the assigned Most Likely Descendant. Sections 5097.98 and 5097.99 of the Public Resources Code also call for protection from inadvertent destruction. To achieve this goal, the construction personnel on the Project would be instructed as to the potential for discovery of cultural or human remains, the need for proper and timely reporting of such finds, and the consequences of failure thereof.

CR-1

Subsurface Testing. A program of sub-surface testing shall be conducted to determine whether buried resources are present within the areas of high or high to moderate archaeological sensitivity that will be impacted by Project construction. Only those locations where design confirms that the proposed pipeline would be buried at archaeologically sensitive locations will require subsurface testing. A testing program will be developed to determine the best approach for each location, considering the physical constraints of the urban setting (e.g., structures, traffic). The testing program could consist of multiple core extractions at individual sites; the locations and depths of the bore holes would be determined on the basis of projected depths of excavation at the individual work areas. A qualified archaeologist would monitor the testing efforts, and inspect the cores for prehistoric archaeological site indicators (e.g., chipped chert and obsidian tools, and tool manufacturing waste flakes, grinding implements such as mortars and pestles, and darkened soil that contains dietary debris such as bone fragments and shellfish remains) and historic site indicators (e.g., ceramics, glass, wood, bone, and metal remains). If the findings of the subsurface testing are negative, then no further actions (e.g., further testing or archaeological monitoring) would be recommended as necessary for NHPA Section 106 compliance, although consultation with SHPO would still be needed to formally complete the Section 106 process. If the findings of the

subsurface testing are positive (and avoidance of the archaeological site is not feasible or practicable through project redesign), then a qualified archaeologist will develop an archeological data recovery plan (ADRP) in consultation with the City, the lead Federal agency, the SHPO and other appropriate consulting parties, as applicable, in accordance with the requirements of 36 CFR Part 800. The ADRP shall identify how the proposed data recovery program will be used to evaluate and preserve the significant information the archaeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Implementation of the ADRP through the development and execution of an appropriate agreement document by the lead Federal agency, the SHPO, the City, and any other identified signatories, would satisfy the requirements of NHPA Section 106 as outlined at 36 CFR § 800.6. Whether the results of subsurface testing are negative or positive, if Federal funding for the Project is approved, full compliance with Section 106 of the NHPA as determined by the lead Federal agency will be required prior to Project construction.

c) Finding. Standard project requirement (Protection of Cultural Resources) would ensure the protection of unrecorded cultural resources and human remains. Mitigation Measure CR-1 requires subsurface testing to determine the presence of cultural resources and actions that must be taken in the event cultural resources are present. Thus, impacts to cultural resources would reduce to less than significant.

d) Remaining Impact. The standard project requirement (Protection of cultural resources) and Mitigation Measure CR-1 specified above would reduce all potential impacts to less than significant. No residual impacts would remain.

Impact c: Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

a) Potential Impact. The impact identified above is described and discussed in Section E.4 of the Draft EIR (Appendix E).

b) Mitigation Measures. No mitigation measures are required. The following standard project requirement will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

Standard Project Requirement

Protection of Paleontological Resources: If paleontological resources are discovered during earthmoving activities, the construction crew would immediately cease work near the find. In accordance with Society of

Vertebrate Paleontology guidelines (Society of Vertebrate Paleontology 2010), a qualified paleontologist would assess the nature and importance of the find and recommend appropriate salvage, treatment, and future monitoring and mitigation.

c) Finding. The standard project requirement (Protection of Paleontological Resources) would ensure the protection of unrecorded paleontological resources. Thus, impacts to paleontological resources would be reduced to less than significant.

d) Remaining Impact. The standard project requirement (protection of Paleontological Resource) above would reduce all potential impacts to less than significant. No residual impacts would remain.

3.6 Geology, Soils and Seismicity

Impact a: Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death, involving:

- iii. Seismic-related ground failure, including liquefaction?

Impact d: Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Impact e: Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property.

a) Potential Impact. The impacts identified above are described and discussed in Section E.5 of the Draft EIR (Appendix E).

b) Mitigation Measures. No mitigation measures are required. The following standard project requirements will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

Standard Project Requirement

Geologic Report for Potentially Affected Facilities: During the design phase for the Project, the City shall require preparation of a Geologic Report by a geologist registered in the State of California for facilities that could be affected by seismic-related hazards or unstable soils (e.g., liquefaction and expansive soils).

The Geologic Report shall include an engineering analysis of liquefaction and the potential for expansive soils at the pump stations. This assessment shall include a liquefaction assessment study in accordance with the California Geological Survey Special Publication 117 Guidelines. If this report finds

unstable soils would present potential risks associated with liquefaction; engineering recommendations for surface and subsurface drainage specifications and detailed design for fill placement and excavation shall be provided.

c) Finding. The standard project requirement (Geologic Report) would ensure that seismicity and unstable soils would be addressed and the risk of loss, injury, or death would reduce to less than significant.

d) Remaining Impact. The standard project requirement above would reduce all potential impacts to less than significant. No residual impacts would remain.

Impact b: Result in substantial soil erosion or the loss of topsoil.

Impact c: Result in substantial siltation.

a) Potential Impact. The impacts identified above are described and discussed in Section E.5 of the Draft EIR (Appendix E).

b) Mitigation Measures. No mitigation measures are required. The following standard project requirement will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings.

Standard Project Requirement

Best Management Practices – Storm Water Quality (see Impact HYD-1 above)

c) Finding. The standard project requirement (best management practices - stormwater water quality) would ensure that the project would not result in substantial erosion or siltation. Thus, impacts would be reduce to less than significant.

d) Remaining Impact. The standard project requirement above would reduce all potential impacts to less than significant. No residual impacts would remain.

3.7 Hazardous Materials

Impact a: Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.

Impact b: Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

Impact c: Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

Impact e: Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

a) Potential Impact. The impacts identified above are described and discussed in Section E.7 of the Draft EIR (Appendix E).

b) Mitigation Measures. The following standard project requirements will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

Standard Project Requirements

Storage, Handling, and Use of Hazardous Materials in Accordance with Applicable Laws: The City shall ensure that all construction-related hazardous materials and hazardous wastes are stored, handled, and used in a manner consistent with applicable federal, state, and local laws, and the City of Palo Alto's Pollution Prevention plan sheet. In addition, construction-related hazardous materials and hazardous wastes shall be staged and stored away from stream channels and steep banks to keep these materials a safe distance from near-by residents and prevent them from entering surface waters in the event of an accidental release.

Proper Disposal of Contaminated Soil and/or Groundwater: If contaminated soil and/or groundwater is encountered or if suspected contamination is encountered during Project construction, work shall be halted in the area, and the type and extent of the contamination shall be identified. A contingency plan to dispose of any contaminated soil or groundwater would be developed through consultation with appropriate regulatory agencies and consistent with the requirements of the City of Palo Alto's Pollution Prevention plan sheet and RWQCP's permit requirements for discharge of exceptional wastewater to the sanitary sewer.

Health and Safety and Hazardous Materials Management and Spill Prevention Control Plans (see Impact a in Section 3.4, Biological Resources above)

c) Finding. The standard project requirements (use and handling of hazardous materials, proper disposal of contaminated materials, health and safety plan, hazardous materials management plan, and spill prevention control plan) would ensure that the project would not result in substantial hazards. Thus, impacts would be reduced to less than significant.

d) Remaining Impact. The standard project requirements above would reduce all potential impacts to less than significant. No residual impacts would remain.

Impact h: Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan

a) **Potential Impact.** The impact identified above is described and discussed in Section E.7 of the Draft EIR (Appendix E).

b) **Mitigation Measures.** The following standard project requirement will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

Standard Project Requirement

Traffic Control Plan: The City's Transportation Section would require the contractor to have a full traffic control plan prepared by a registered traffic engineer. The traffic control plan shall be in accordance with the City's Traffic Control Requirements and would show specific methods for maintaining traffic flows to minimize construction impacts on traffic and parking. There are several schools in the vicinity of the Project. These areas would be evaluated more closely to determine whether the traffic control plan is appropriate or if additional measures are needed specific to school areas. Examples of traffic control measures to be considered include:

- Identify all roadway locations where special construction techniques (e.g., directional drilling) would be used to minimize impacts to traffic flow;
- Develop circulation and detour plans to minimize impacts to local street circulation. This may include the use of signing and flagging to guide vehicles through and/or around the construction zone;
- Schedule truck trips outside of peak morning and evening commute hours;
- Prohibit construction on collector and arterial streets during morning commute period before 9 a.m. and in the afternoon commute period after 4 p.m.;
- Use haul routes, minimizing truck traffic on local roadways to the extent possible;
- Consider detours for bicycles and pedestrians in all areas potentially affected by Project construction. Pedestrian and bicycle detours should not be required unless deemed necessary for safety reasons;
- Use flagmen to maintain alternating one-way traffic while working on one-half of the street;
- Use advance construction signs and other public notices to alert drivers of activity in the area;
- Use "positive guidance" detour signing on alternate access streets to minimize inconvenience to the driving public;

- Install traffic control devices as specified in the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones;
- Develop and implement access plans for highly sensitive land uses such as police and fire stations, transit stations, hospitals and schools. The access plans would be developed with the facility owner or administrator. To minimize disruption of emergency vehicle access, ask affected jurisdictions to identify detours, which would then be posted by the contractor. Notify in advance the facility owner or operator of the timing, location, and duration of construction activities and the locations of lane closures;
- Store construction materials only in designated areas; and
- Coordinate with local transit agencies for temporary relocation of routes or bus stops in work zones, as necessary.
- Establish methods for minimizing for construction effects on parking (e.g., identifying designated areas for construction worker parking at staging areas).

c) Finding. The standard project requirement (traffic control plan) would ensure that the project would not result in traffic hazards. Thus, impacts would be reduce to less than significant.

d) Remaining Impact. The standard project requirement above would reduce all potential impacts to less than significant. No residual impacts would remain.

3.8 Noise

Impact a: The Proposed Project could expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies.

Impact c: The Proposed Project could create a substantial permanent increase in ambient noise in the project vicinity above levels existing without the project.

Impact d: The Proposed Project could create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.

Impact g: The Proposed Project could cause the average 24 hour noise level (Ldn) to increase by 5.0 decibels (dB) or more in an existing residential area, even if the Ldn would remain below 60 dB.

Impact h: The Proposed Project could cause the Ldn to increase by 3.0 dB or more in an existing residential area, thereby causing the Ldn in the area to exceed 60 dB.

Impact i: The Proposed Project could cause an increase of 3.0 dB or more in an existing

residential area where the Ldn currently exceeds 60 dB.

Impact j: The Proposed Project could result in indoor noise levels for residential development to exceed an Ldn of 45 dB.

Impact k: The Proposed Project could result in instantaneous noise levels of greater than 50 dB in bedrooms or 55 dB in other rooms in areas with an exterior Ldn of 60 dB or greater.

Impact l: The Proposed Project could generate construction noise exceeding the daytime background Leq at sensitive receptors by 10 dBA or more.

a) Potential Impact. The impacts identified above are described and discussed in Section E.10 of the Draft EIR (Appendix E).

b) Mitigation Measures. The following standard project requirements and mitigation measures will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

Standard Project Requirements

Compliance with Local Noise Ordinance: According to the City of Palo Alto's Noise Ordinance (Palo Alto Municipal Code Chapter 9.10), for residential and non-residential property, construction, alteration and repair activities which are authorized by a valid city building permit shall be prohibited on Sundays and holidays and shall be prohibited except between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, and 9:00 a.m. and 6:00 p.m. on Saturday, provided that the construction, demolition or repair activities during those hours meet the following standards:

- No individual piece of equipment shall produce a noise level exceeding 110 dBA at a distance of 25 feet. If the device is housed within a structure on the property, the measurement shall be made outside the structure at a distance as close to 25 feet from the equipment as possible.
- The noise level at any point outside of the property plane of the Project shall not exceed 110 dBA.
- The holder of a valid construction permit for a construction project in a non-residential zone shall post a sign at all entrances to the construction site upon commencement of construction, for the purpose of informing all contractors and subcontractors, their employees, agents, materialmen and all other persons at the construction site, of the basic requirements of this measure .
 - The sign(s) shall be posted at least five feet above ground level, and shall be of a white background, with black lettering,

which lettering shall be a minimum of one and one-half inches in height.

- The sign shall read as follows:

CONSTRUCTION HOURS

FOR RESIDENTIAL (OR NON-RESIDENTIAL) PROPERTY

(Includes Any and All Deliveries)

MONDAY - FRIDAY.....8:00 a.m. to 6:00 p.m.

SATURDAY.....9:00 a.m. to 6:00 p.m.

SUNDAY/HOLIDAYS.....Construction prohibited.

Pump Station Design/Noise: For the pump station at the Mayfield Soccer Fields, a detailed analysis of the buildings' sound isolation would be conducted by a qualified acoustical consultant during the engineering design phase of the project. A post-construction field sound measurement shall be conducted by an acoustical consultant to verify that the project operational noise standards are in compliance with relevant City noise standards.

NOI-1

Noise Control Measures to Reduce Construction Noise: Noise Control Measures to Reduce Construction Noise. The City shall incorporate into contract specifications all of the following measures:

- Impact equipment (e.g., jack hammers, pavement breakers, and rock drills) used for project construction will be hydraulically or electrically powered whenever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed air exhaust would be used. This muffler can lower noise levels from the exhaust by up to 10 dBA. External jackets on the tools themselves would be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures will be used such as drilling rather than impact equipment whenever feasible.
- Wherever possible, sonic or vibratory pile drivers will be used instead of impact pile drivers. If sonic or vibratory pile drivers are not feasible, acoustical enclosures will be provided as necessary to reduce noise levels. Engine and pneumatic exhaust controls on pile drivers will be required as necessary to ensure that exhaust noise from pile driver engines are minimized to the extent feasible. Where feasible, pile holes will be pre-drilled to reduce potential noise and vibration impacts.
- All equipment and trucks used for project construction shall use the best available noise control techniques (including mufflers, use of

intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds) and be maintained in good operating condition to minimize construction noise impacts. All internal combustion engine-drive equipment shall be fitted with intake and exhaust mufflers which are in good condition.

- Unnecessary idling of internal combustion engines shall be prohibited. In practice, this would mean turning off equipment if it would not be used for five or more minutes.
- Stationary noise-generating construction equipment, such as air compressors and generators, shall be located as far as possible from homes and businesses.
- Staging areas shall be located as far as feasibly possible from sensitive receptors.

NOI-2

Pre-Construction Notification: Prior to construction, written notification to residents within 500 feet of the proposed facilities undergoing construction shall be provided, identifying the type, duration, and frequency of construction activities. Notification materials shall also identify a mechanism for residents to register complaints with the City if construction related noise impacts should occur.

NOI-3

Design of the Pump Station to Reduce Noise: To ensure the proposed pump station complies with the City's noise standards, structure openings, including air ventilation would employ acoustical rated louvers, silencers, or other noise-reduction devices, as appropriate, to reduce noise propagation to the outside of the building.

c) **Finding.** The standard project requirements (compliance with local noise ordinance and pump station design/noise) would ensure that construction is conducted during appropriate hours and that operational noise standards are in compliance with relevant City noise standards. Mitigation Measure NOI-1 requires specific noise control measures to be included in contract specifications; Mitigation Measure NOI-2 requires that residents near the project site be notified of the construction and provided with a mechanism for registering complaints about construction-related noise; Mitigation Measure NOI-3 requires that the pump station be designed and constructed to incorporate noise reduction devices. Combined, these standard project requirement and mitigation measures would reduce noise related impacts to less than significant.

d) **Remaining Impact.** The standard project requirement and mitigation measures above would reduce all potential impacts to less than significant. No residual impacts would remain.

3.8 Transportation and Traffic

Impact a: The Proposed Project could exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designed in a general plan, policy, ordinance, etc.), taking into account all relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit.

Impact b: The Proposed Project could conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways.

a) Potential Impact. The impacts identified above are described and discussed in Section E.14 of the Draft EIR.

b) Mitigation Measures. The following mitigation measures will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

TRA-1 CMP Facilities: The City shall work with VTA to determine when peak hour traffic starts on Page Mill Road, a CMP facility. If peak hour traffic starts around 3 p.m. on this road, then the City shall prohibit construction on this roadway after 3 p.m.

c) Finding. Mitigation Measure TRA-1 requires that construction be limited to the hours outside of determined peak hour traffic, thus reducing traffic related impacts to less than significant.

d) Remaining Impact. The standard project requirement above would reduce all potential impacts to less than significant. No residual impacts would remain.

Impact d: Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)

Impact e: Result in inadequate emergency access.

Impact g: Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., pedestrian, transit & bicycle facilities)

Impact n: Impede the development or function of planned pedestrian or bicycle facilities

Impact o: Impede the operation of a transit system as a result of congestion

a) Potential Impact. The impacts identified above are described and discussed in

Section E.14 of the Draft EIR (Appendix E).

b) Mitigation Measures. No mitigation measures are required. The following standard project requirement will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

Standard Project Requirements

See **Traffic Control Plan** See Impact b, c e, and h above (Section 3.7 above).

c) Finding. Standard project requirement (traffic control plan) requires measures to maintain traffic flows and emergency access and ensure coordination with transit agencies, thus reducing traffic related impacts to less than significant.

d) Remaining Impact. The standard project requirement above would reduce all potential impacts to less than significant. No residual impacts would remain.

Impact f: Result in inadequate parking capacity that impacts traffic circulation and air quality

a) Potential Impact. The impact identified above is described and discussed in Section E.14 of the Draft EIR (Appendix E).

b) Mitigation Measures. The following mitigation measure will be adopted and will be implemented as provided in the MMRP, and as further described in the remainder of these findings:

TRA-2 **Coordinate Construction with Businesses:** To reduce the disruption of business from the temporary reduction of parking, the City shall coordinate with individual businesses on the timing of construction.

c) Finding. Mitigation Measure TRA-2 requires that local businesses be notified of the timing of construction and that the City coordinate with those businesses as it relates to the temporary reduction in parking, thus reducing traffic related impacts to less than significant.

d) Remaining Impact. The standard project requirement above would reduce all potential impacts to less than significant. No residual impacts would remain.

SECTION 6. Findings Regarding Project Alternatives

Public Resources Code section 21002 prohibits a public agency from approving a project if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of the project. When a lead agency

finds, even after the adoption of all feasible mitigation measures, that a project will still cause one or more significant environmental effects that cannot be substantially lessened or avoided, it must, prior to approving the project as mitigated, first determine whether there are any project alternatives that are feasible and that would substantially lessen or avoid the project's significant impacts.

Because all of the Project's impacts are being mitigated through the adoption of mitigation measures described above, and because the Project will thus not result in any significant environmental effects, the City Council finds that there is no need to further consider the feasibility of any of the alternatives identified in the Final EIR.

SECTION 7. Statement of Overriding Considerations

The City Council is not required to adopt a Statement of Overriding Considerations pursuant to Public Resources Code Section 21081 and Section 15093 of the CEQA Guidelines as all identified environmental impacts associated with the proposed Project can be mitigated to less than significant levels as discussed above and the Final EIR.

INTRODUCED AND PASSED: September 28, 2015

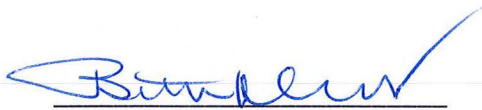
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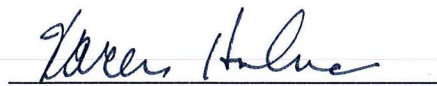
ABSENT:

ABSTENTIONS: DuBois

ATTEST:



City Clerk



Mayor

APPROVED AS TO FORM:

DocuSigned by:
Cara Silver

C2CEDD84ABC3429...
Senior Assistant City Attorney

APPROVED:

DocuSigned by:
J. K. Jones

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City Manager

DocuSigned by:
Hillary Gitelman

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Director of Planning and
Community Environment

EXHIBIT A

MITIGATION MONITORING AND REPORTING PROGRAM

**RECYCLED WATER PROJECT
ENVIRONMENTAL IMPACT REPORT**
State Clearinghouse No. 2011062037



CITY OF PALO ALTO

JULY 2015

P R E F A C E

Section 21081 of the California Environmental Quality Act (CEQA) requires a Lead Agency to adopt a Mitigation Monitoring or Reporting Program whenever it approves a project for which measures have been required to mitigate or avoid significant effects on the environment. The purpose of the monitoring or reporting program is to ensure compliance with the mitigation measures during project implementation.

The Environmental Impact Report concluded that that all identified environmental impacts associated with the proposed Project can be mitigated to less than significant levels, either with the implementation of standard project requirements proposed as part of the Project and/or mitigation measures identified in the analysis, and that no significant unavoidable impacts would occur from proposed Project implementation. This Mitigation Monitoring or Reporting Program addresses the required measures in terms of how and when they will be implemented.

**City of Palo Alto Recycled Water Project
MITIGATION MONITORING AND REPORTING PLAN**

Item Number	Impact Summary	Mitigation No. ²	Standard Project Requirement/Mitigation Measure (Exact Text)	Monitoring and Reporting Plan				
				Implementation and Reporting		Monitoring and Reporting Actions	Implementation Schedule	Verification: Status/ Date Completed/ Initials
				Responsible Party	Review & Approval			
HYDROLOGY								
HYD-1	Have the potential violation of water quality standards and/or waste discharge requirements or otherwise substantially degrade water quality?	--	Best Management Practices – Storm Water Quality The City shall require contractors to file a Notice of Intent with the Regional Water Quality Control Board (RWQCB) indicating compliance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Discharges of Storm Water Runoff Associated with Construction Activity (General Permit) and to prepare and implement a Stormwater Pollution Prevention Plan (SWPPP) outlining BMPs for construction/post-construction activities as specified by the City of Palo Alto's Pollution Prevention plan sheet, the California Stormwater Best Management Practices Handbook and/or the Association of Bay Area Governments' Manual of Standards for Erosion and Sediment Control Measures. The BMPs include measures guiding the management and operation of construction sites to control and minimize the potential contribution of pollutants to stormwater runoff from these areas. These measures address	City of Palo Alto and its contractors	City of Palo Alto	1. Include in plans and specifications. 2. Document contractor compliance with plans and specifications.	1. Pre-construction 2. Construction	1. _____ 2. _____

² Any cells marked "--" indicates a standard project requirement, which has no mitigation measure number.

			<p>procedures for controlling erosion and sedimentation, and managing all aspects of the construction process to ensure control of potential water pollution sources. Erosion and sedimentation control practices typically include:</p> <ul style="list-style-type: none"> • Performing equipment maintenance at least 100 feet from all water bodies and wetlands, with measures in place to contain spills of diesel fuel, gasoline, or other petroleum products. • Directing drainage from all work sites away from any water bodies or wetlands where feasible; • Preventing erosion of uplands and sedimentation of creeks, tributaries, and ponds; • Minimizing creek bank instability; • Preventing flooding; and • Returning grades to preconstruction contours. • Installation of silt fencing and/or straw wattle; • Soil stabilization; • Revegetation of graded and fill areas with a standard erosion control mix (approved by a native habitat restorationist); • Runoff control to limit increases in sediment in stormwater runoff (e.g., straw bales, silt fences, drainage swales, geofabrics, check dams, and sand bag dikes); <p>A SWPPP that complies with the statewide General Permit shall be developed and implemented to protect water quality of the creeks that lie in the study area. Appropriate</p>					
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			erosion and sediment control and non-sediment pollution control (i.e., sources of pollution generated by construction equipment and material) BMPs shall be prescribed in the SWPPP, and erosion and sediment control material included in the SWPPP shall be certified as weed free. Dewatering operations are covered under the General Construction Permit as an authorized non-stormwater discharge. The discharge from dewatering operations would be evaluated and made part of the Project SWPPP. In addition, the Project shall comply with RWQCB regulations and standards to maintain and improve the quality of both surface water and groundwater resources.					
HYD-1	Have the potential violation of water quality standards and/or waste discharge requirements or otherwise substantially degrade water quality?	--	Frac-Out Plan <ul style="list-style-type: none"> • Prior to constructing underground crossings of creeks or channels, a Frac-out Contingency Plan shall be developed. At minimum, the plan shall prescribe the measures to ensure protection of water quality and related biological resources (e.g., aquatic resources, and special-status plants and wildlife) including: <ul style="list-style-type: none"> • Procedures to minimize the potential for a frac-out associated with horizontal directional drilling; • Procedures for timely detection of frac-outs; • Procedures for timely response and remediation in the event a frac-out; and • Monitoring of drilling and frac-out response activities by a qualified biologist. 	City of Palo Alto and its contractors	City of Palo Alto	1. Verify that Frac-Out Contingency Plan is developed and that measures are outlined in the plans and specifications. 2. Monitor construction activities to verify that measures are implemented during construction.	1. Pre-construction 2. Construction	1. _____ 2. _____
HYD-1	Have the potential violation of water quality standards and/or waste	--	Discharge of Exceptional Wastewater Hydrostatic test water and water collected from dewatering activities (including contaminated water) are discharged to the sanitary sewer with	City of Palo Alto	City of Palo Alto	1. Verify that permit is obtained. 2. Confirm that	1. Pre-construction 2. Construction	1. _____ 2. _____

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	result in the substantial decline in health of redwood trees and other salt-sensitive plant species?		The City shall immediately begin monthly monitoring of the salinity (and related constituents) of the recycled water and shall report the rolling 12-month average for comparison to the Palo Alto City Council goal of 600 mg/l TDS. Monthly electronic reporting to those requesting it will be performed for two years, and then the frequency will be re-evaluated. The City shall monitor soil salinity and SAR through semi-annual soil analyses, preferably taken early and late in the irrigation season (approximately April and October).	of Palo Alto	of Palo Alto	(and related constituents) monthly. 2. Retain transmittal of results to those requesting this information. 3. Document salinity monitoring and reporting and retain in the project file.	years (recycled water). The frequency will be reevaluated thereafter. 2. Ongoing 3. Semiannually for two years. The frequency will be reevaluated thereafter. Retaining information will be ongoing.	2. _____ 3. _____
HYD-3	Have the potential to result in the substantial decline in health of redwood trees and other salt-sensitive plant species?	HYD-3c	<p>Mitigation Measure HYD-3b: Site Management: If at a particular site receiving recycled water, monitoring identifies an increase in soil salinity and SAR over historical levels, the City in cooperation with the owner of that site shall conduct a site-specific evaluation. That evaluation would consider (1) the extent to which the site contains protected trees (including redwood trees and oaks) that might be impacted by soil salinity, (2) the extent to which the elevated salinity is at a level that poses a threat to such protected trees, and (3) the extent to which the elevated salinity is the result of the use of the City's recycled water. If a threat is found, the City shall work cooperatively with the site owner to develop a site-specific mitigation plan, including the site owner's implementation of best management practices which are described below:</p> <ul style="list-style-type: none"> To avoid plant damage to salt sensitive landscape plants, site owners can implement a leaching program to maintain soil salinity within the root zone below 2.0 dS/m and SAR below 6.0. For moderately salt-tolerant plants, 	Site owner s	City of Palo Alto	1. Include requirements in use agreements for recycled water. 2. Confirm site owners implement BMPs if deemed necessary by the site owners in inspection reports. 3. Retain inspection reports in the project file.	1. Ongoing 2. Ongoing 3. Ongoing	1. _____ 2. _____ 3. _____

			<p>maintain soil salinity below 4.0 dS/m. Where subsoils do not drain adequately, installation of subsurface drainage systems may be needed. Rainfall will satisfy a portion of the leaching requirement, depending on the rate, volume, and distribution through the season. The frequency with which leaching applications should be made depends on several variables, and is typically triggered by approaching soil salinity thresholds defined above.</p> <ul style="list-style-type: none"> Site owners can apply gypsum prior to leaching when indicated by soil analysis. Gypsum is a soil amendment that, when combined with leaching, helps lower soil sodium concentrations. Gypsum application can be considered when soil analyses reveal one or more of the following conditions: SAR exceeds 6.0, SAR increases 2 units or more (e.g., 2.3 to 4.3), and/or sodium concentration exceeds 5 meq/l (115 mg/L). The amount of gypsum needed and the frequency of application depend on site-specific soil and water characteristics, and can be determined by laboratory analysis. 					
HYD-3	Have the potential to result in the substantial decline in health of redwood trees and other salt-sensitive plant species?	HYD-3d	<p>Mitigation Measure HYD-3d: Other Options to Protect Salt-Sensitive Plants. In the event that monitoring results (see Mitigation Measure HYD-3b) show that optimal concentrations of TDS and related parameters will not be achieved prior to operation of the Project (i.e., recycled water application), the City will evaluate and implement one or more of the following actions to reduce TDS levels:</p> <ul style="list-style-type: none"> Utilize its existing Recycled Water 	City of Palo Alto	City of Palo Alto	<ol style="list-style-type: none"> Initiate the investigation of the feasibility of Reverse and Forward Osmosis treatment of its recycled water, combined with blending of 	<ol style="list-style-type: none"> Upon certification of the EIR and approval of the Project Upon completion of the investigation, prior to construction. Prior to and 	1. _____

			<p>Ordinance exemption process (Palo Alto Municipal Code 16.12.050) to exempt redwood trees (and/or other salt sensitive species) from the use of recycled water;</p> <ul style="list-style-type: none"> • Blend Recycled Water and other lower salinity water prior to application; and/or • Treat recycled water to reduce TDS prior to application, or shortly thereafter (the City is initiating an investigation of the feasibility of Reverse or Forward Osmosis treatment of its recycled water, combined with blending of appropriate water). 			<p>appropriate.</p> <ol style="list-style-type: none"> 2. Retain final technical document in project file. 3. If the Project proceeds and TDS and optimal concentrations of TDS and related parameters are not achieved, document implementation of selected option. 	during operation (if necessary)	<p>2. _____</p> <p>3. _____</p>
ASETHETICS								
AES-1	Have a substantial degradation of the existing visual character or quality of the site and its surroundings or on a public view or view corridor?	--	<p>Compliance with the Tree Technical Manual</p> <p>The City of Palo Alto Tree Technical Manual (Dockter 2001) is a separately published document issued by the City Manager, through the Departments of Planning and Community Environment and Public Works to establish specific technical regulations, standards and specifications necessary to implement the Tree Ordinance (Chapter 8.10, Tree Preservation and Management Regulations), and to achieve the City's tree preservation goals and natural resource conservation goals.</p> <p>Section 2.00 specifically addresses the protection of trees during construction; its objective is to reduce the negative impacts of construction on trees to a less than significant level.</p> <p>Construction projects within the tree protection zone (TPZ) of Regulated Trees are required to</p>	City of Palo Alto and its contractors	City of Palo Alto	<ol style="list-style-type: none"> 1. Document completion of Tree Protection and Preservation Plan. 2. Document compliance with requirements of 2.00 and 3.00 of the City of Palo Alto Tree Technical Manual. 	<ol style="list-style-type: none"> 1. Pre-construction 2. Pre-construction/ Construction 	<p>1. _____</p> <p>2. _____</p>

			<p>implement protective practices prior to and during construction. The City would be required to retain a certified arborist to prepare a Tree Protection and Preservation Plan if any activity is within the dripline of a Protected or Designated Tree. The Plan must include an assessment of impacts to trees, recommended mitigation to reduce impacts to a less than significant level, and identification of construction guidelines to be followed through all phases of a construction project.</p> <p>Section 3.00 of the Tree Technical Manual outlines requirements associated with the removal and replacement of regulated trees. The standards and specifications for replacements of trees are dependent on the location where a Protected or Designated Tree would be replaced. If a tree is to be replaced on site, the replacement tree must be the same species unless the Director determines that another species would be more suitable for the location. The location of the replacement tree on site must be approved by the Director. If it is not possible to replace the tree on site, funding for the replacement of trees is calculated using a Tree Value Replacement Standard. The funding is then applied for planting of trees elsewhere.</p>					
AES-1	Have a substantial degradation of the existing visual character or quality of the site and its surroundings or on a public view or view corridor?	--	<p>Architectural Review and Site and Design Review</p> <p>Architectural Review and/or Site and Design review will be required for all exterior modifications, including hanging pipes, pump stations, and landscaping. The individual components will require approval by the City's Architectural Review Board (ARB) for architectural review, and by the planning commission, ARB, and City Council for site and design review prior to project implementation.</p>	City of Palo Alto and its contractors	City of Palo Alto	1. Document completion of Architectural Review and/or Site and Design review.	1. Pre-construction	1. _____

AES-1	Have a substantial degradation of the existing visual character or quality of the site and its surroundings or on a public view or view corridor?	HYD-3a	See above for HYD-3a information.
AES-1	Have a substantial degradation of the existing visual character or quality of the site and its surroundings or on a public view or view corridor?	HYD-3b	See above for HYD-3b information.
AES-1	Have a substantial degradation of the existing visual character or quality of the site and its surroundings or on a public view or view corridor?	HYD-3c	See above for HYD-3c information.
AES-1	Have a substantial degradation of the existing visual character or quality of the site and its surroundings or on a public view or view corridor?	HYD-3d	See above for HYD-3d information.

AES-1	Have a substantial degradation of the existing visual character or quality of the site and its surroundings or on a public view or view corridor?	AES-1	Mitigation Measure AES-1: Restoration to Pre-construction Conditions. The City shall require its contractors to restore disturbed areas to their pre-construction conditions, to the extent consistent with pipeline operations, so that short-term construction disturbance does not result in long-term visual impacts.	City of Palo Alto or its contractor	City of Palo Alto	1. Include in plans and specifications. 2. Document contractor has complied with plans and specifications.	1. Design 2. Post-Construction	1. _____ 2. _____
AIR QUALITY								
Item b	Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	--	Bay Area Air Quality Management District (BAAQMD) Dust Control Measures The following basic construction measures are identified by BAAQMD and shall be incorporated into contract specifications and implemented by the contractor. <ul style="list-style-type: none"> • All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day; • All haul trucks transporting soils, sand, or other loose material off-site shall be covered; • All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited; • All vehicle speeds on unpaved roads shall be limited to 15 mph • All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used; • Idling times shall be minimized either 	City of Palo Alto and its contractors	City of Palo Alto	1. Include in plans and specifications. 2. Document contractor has complied with plans and specifications.	1. Design 2. Construction	1. _____ 2. _____

			<p>by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control measure Title 13, Section 2485 of California Code of Regulations). Clear signage shall be provided for construction workers at all access points.</p> <ul style="list-style-type: none"> • All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified visible emissions evaluator. • Post a publicly visible sign with telephone number and person to contact at the lead agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations. <p>The following additional construction mitigation measures identified by BAAQMD shall be incorporated into contract specifications and implemented by the contractor, to supplement the proposed standard project requirement.</p> <ul style="list-style-type: none"> • All exposed surfaces shall be watered at a frequency adequate to maintain minimum soil moisture of 12 percent. Moisture content can be verified by lab samples or moisture probe. • All excavation, grading, and/or demolition activities shall be suspended when average wind speeds exceed 20 mph. 					
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			<ul style="list-style-type: none"> • Wind breaks (e.g., trees, fences) shall be installed on the windward side(s) of actively disturbed areas of construction. Wind breaks should have at maximum 50 percent air porosity. • Vegetative ground cover (e.g., fast-germinating native grass seed) shall be planted in disturbed areas as soon as possible and watered appropriately until vegetation is established. • The simultaneous occurrence of excavation, grading, and ground-disturbing construction activities on the same area at any one time shall be limited. Activities shall be phased to reduce the amount of disturbed surfaces at any one time. • All trucks and equipment, including their tires, shall be washed off prior to leaving the site. • Site accesses to a distance of 100 feet from the paved road shall be treated with a 6 to 12 inch compacted layer of wood chips, mulch or gravel. • Sandbags or other erosion control measures shall be installed to prevent silt runoff to public roadways from sites with a slope greater than one percent. • Idling time of diesel powered construction equipment shall be minimized to two minutes. • The project shall develop a plan demonstrating that off-road equipment (more than 50 horsepower) to be used in the construction project (i.e., owned, leased, and subcontractor vehicles) would achieve a project wide fleet- 					
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			<p>average 20 percent NOx reduction and 45 percent PM reduction compared to the most recent ARB fleet average. Acceptable options for reducing emissions include the use of late model engines, low-emission diesel products, alternative fuels, engine retrofit technology, after-treatment products, add-on devices such as particulate filters, and/or other options as such become available.</p> <ul style="list-style-type: none"> • Use low VOC (i.e., ROG) coatings beyond the local requirements (i.e., Regulation 8, Rule 3: Architectural Coatings). • All construction equipment, diesel trucks and generators shall be equipped with Best Available Control Technology for emission reductions of NOx and PM. • All contractors shall use equipment that meets CARB's most recent certification standard for off-road heavy duty diesel engines. 					
Item c	Have the potential to result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative	--	See Item b above for Bay Area Air Quality Management District (BAAQMD) Dust Control Measures					

	thresholds for ozone precursors)?							
Item d	Have the potential to expose sensitive receptors to substantial levels of toxic air contaminants?	--	See Item b above for Bay Area Air Quality Management District (BAAQMD) Dust Control Measures					
Items b, c, d	<p>Violate any air quality standard or contribute substantially to an existing or projected air quality violation?</p> <p>Have the potential to result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?</p> <p>Have the potential to expose sensitive receptors to substantial levels of toxic air</p>	AIR-1	<p>Mitigation Measure AIR-1. Two Crew Construction of Proposed Pipeline (using open trench construction technique) and Pump Station Restrictions.</p> <p>To ensure NOx emissions do not exceed the BAAQMD threshold, the City shall either:</p> <ol style="list-style-type: none"> 1. Incorporate into contract specifications the requirement for contractors to limit open trench construction of the proposed pipeline to one crew (rather than two crews) and sequence the pump station construction so that it would be constructed one at a time, not concurrent with any other activity; or 2. Upon refinement of the construction details and assumptions for equipment use, dimensions of the trenches, rate of construction, backfill volume, the City shall rerun the air quality model analysis to confirm whether simultaneous construction of the proposed pipeline or pump stations would result in exceedance of BAAQMD NOx emissions threshold. If NOx threshold is exceeded, then the City shall implemented item 1 above. If NOx threshold is not exceeded, then the City would be able to proceed with concurrent construction of two pipelines (using open trench construction) / two pump stations 	City of Palo Alto and its contractor	City of Palo Alto	<ol style="list-style-type: none"> 1. Document construction method to be used. 2. Confirm that appropriate limitations have been included in plans and specifications. 3. Include in plans and specifications the appropriate method for sequencing / limiting construction, as needed. If thresholds are not exceeded, the City may proceed with construction using two crews. If thresholds are exceeded, sequence / limit construction such that NO_x 	<ol style="list-style-type: none"> 1. Facility Planning / Design 2. Design 3. Construction 	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____

	contaminants?		accordingly.			emissions thresholds are not exceeded. 4. Document contractor has complied with plans and specifications.		4. _____
BIOLOGICAL RESOURCES								
Item a	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	--	Health and Safety and Hazardous Materials Management and Spill Prevention Control Plans The City shall require the contractor to prepare a Health and Safety Plan and Hazardous Materials Management and Spill Prevention and Control Plan prior to commencement of construction that includes a project-specific contingency plan for hazardous materials and waste operations. The Health and Safety Plan shall be applicable to all construction activities, and shall establish policies and procedures according to federal and California Occupational Safety and Health Administration (OSHA) regulations for hazardous materials Health and Safety Plans, and the City of Palo Alto's Pollution Prevention plan sheet. Elements of the plan shall include, but not be limited to, the following: <ul style="list-style-type: none"> • Discussion of hazardous materials management, including delineation of hazardous material storage areas, access and egress routes, waterways, emergency assembly areas, and temporary hazardous waste storage 	City of Palo Alto and its contractors	City of Palo Alto	1. Document that requirement is included in plans and specifications. 2. Document contractor has complied with the plans and specifications.	1. Design 2. Construction	1. _____ 2. _____

			areas; <ul style="list-style-type: none"> • Notification and documentation of procedures; and • Spill control and countermeasures, including employee spill prevention/response training. 					
Item a	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	--	See HYD-1 for Best Management Practices – Stormwater Quality					
Item b	Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, including federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through	--	See Biological Resources, Item a above					

	direct removal, filling, hydrological interruption, or other means?							
Item d	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10)?	--	See Biological Resources, Item a above See AES-1 above for Compliance with the Tree Technical Manual					
Items a, b, d	<p>Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p> <p>Have a substantial adverse effect on any riparian habitat or other sensitive natural community</p>	BIO-1	<p>Mitigation Measure BIO-1: Protection of Sensitive Habitats and Jurisdictional Features. The proposed project has been designed to avoid impacts to sensitive habitats, including jurisdictional wetlands and waters. However, indirect impacts to jurisdictional waters could occur as a result of the proposed project. The following general measures will be implemented during the construction and operation of the proposed project to minimize indirect impacts to sensitive habitats and jurisdictional features:</p> <ul style="list-style-type: none"> All construction equipment will use identified staging areas and access roads located in upland areas. When accessing work sites, travel and parking of vehicles and equipment will be limited to pavement, existing roads, and previously disturbed areas (except where overland travel is required). Construction workers will not be allowed to enter sensitive areas that 	<p>1, 2. City of Palo Alto or its contractor</p> <p>2. Contractor</p> <p>3, 4. City of Palo Alto</p>	City of Palo Alto	<p>1. Document that requirements are included in plans and specifications. Confirm measures are implemented.</p> <p>2. Inspect construction sites to confirm plans and specifications implemented during construction.</p> <p>3. Inspect construction sites to confirm plans and specifications implemented after</p>	<p>1. Design</p> <p>2. Construction</p> <p>3. Post-Construction, before operation.</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p>

	<p>identified in local or regional plans, policies, regulations, including federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?</p> <p>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10)?</p>		<p>have been fenced or staked.</p> <ul style="list-style-type: none"> • Ground disturbance and vegetation removal will not exceed the minimum amount necessary to complete work at the site. • The following BMPs shall be incorporated into the SWPPP as protective measures to address wind- or water-related erosion: <ul style="list-style-type: none"> ○ No discharge of pollutants from vehicle and equipment cleaning will be allowed into storm drains, wetlands, or water courses. ○ No vehicles may be refueled within 100 feet of wetlands, streams, or other waterways. Vehicles operating adjacent to wetlands and waterways must be inspected and maintained daily to prevent leaks. ○ Waste facilities will be maintained. Waste facilities include concrete wash-out facilities, portable toilets, and hydraulic fluid containers. Waste will be removed to a proper disposal site. • After construction is completed, a final cleanup will include removal of all stakes, temporary fencing, flagging, and other refuse generated by construction. 			construction is completed.		
Items a, d	Have a substantial adverse effect, either directly or through habitat modifications,	BIO-2	Mitigation Measure BIO-2: Protection of CRLF. Construction activities associated with the creek crossing (Matadero Creek near Deer	City of Palo Alto	City of Palo	1. Confirm requirement is included in plans and	1. Design 2. Construction	1. _____

	<p>on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p> <p>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10)?</p>		Creek Road) will be limited to the dry season (generally April 15 to October 15) to the extent feasible.	or its contractor	Alto	<p>specifications.</p> <p>2. Confirm construction occurs in compliance with plans and specifications.</p>		2. _____
Items a, d	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California	BIO-3	<p>Mitigation Measure BIO-3: Employee Education Program (required for CRLF, BUOW, and CCR if preconstruction surveys determine they are present). An employee education program will be conducted by a qualified biologist, consisting of a brief presentation to explain special-status species concerns to contractors, their employees, and any other personnel involved in the project. The program will include the following: a description of relevant special-status species and their habitat needs as they</p>	<p>1. City of Palo Alto or its contractor</p> <p>2. Contractors</p>	City of Palo Alto	<p>1. Confirm requirement is included in plans and specifications the need to conduct an employee-education program as described in Mitigation Measure BIO-3.</p>	<p>1. Design</p> <p>2. Pre-construction</p>	1. _____

	<p>Department of Fish and Game or U.S. Fish and Wildlife Service?</p> <p>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10)?</p>		<p>pertain to the project; a report of the occurrence of these species in the project vicinity, as applicable; an explanation of the status of these species and their protection under the MBTA, California Fish and Game Code, and other statutes; and, a list of measures being taken to reduce potential impacts to natural resources during project construction and implementation. A fact sheet conveying this information will be prepared for distribution to the above-mentioned people and anyone else who may enter the project area. Upon completion of training, employees will sign a form stating that they attended the training and understand all of the conservation and protection measures. Construction crews will be informed during the education program meeting that, to the extent possible, travel within the marked project area will be restricted to established roadbeds.</p>			<p>2. Upon completion of training, have Contractor employees sign a form stating they have attended training and understand conservation and protection measures.</p>		<p>2. _____</p>
Items a, d	<p>Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p>	BIO-4	<p>Mitigation Measure BIO-4: Monitoring During Construction. A qualified biologist will be retained to monitor construction activities associated with the creek crossing (Matadero Creek near Deer Creek Road). The biologist will have expertise with CRLF biology and ecology. The biologist will have the authority to halt work if a special-status species is observed.</p>	<p>1. City of Palo Alto or its contractors</p>	<p>City of Palo Alto</p>	<p>1. Confirm requirement is included in plans and specifications the need for monitoring at Matadero Creek during construction.</p> <p>2. Retain biologist to monitor creek crossing activities.</p> <p>3. Confirm monitoring at creek crossing.</p>	<p>1. Design</p> <p>2. Prior to/during construction</p> <p>3. Construction</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p>

	Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10)?							
Items a, d	<p>Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p> <p>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree</p>	BIO-5	<p>Mitigation Measure BIO-5: General Measures to Reduce Impacts to Wildlife Species. The following shall be relevant to the following species: California red-legged frog, burrowing owl, and the California Clapper Rail.</p> <ul style="list-style-type: none"> All excavations left open overnight will either be covered to prevent wildlife from becoming entrapped or will include escape ramps. In addition, excavations must be inspected for wildlife at the start of each workday and prior to back filling. The USFWS and/or CDFW will be contacted prior to removing or relocating any special-status wildlife within the excavation. Food items may attract wildlife into construction areas, which would expose them to construction-related hazards. The construction areas will be maintained in a clean condition. All trash (e.g., food scraps, cans, bottles, containers, wrappers, cigarette butts, and other discarded items) will be placed in closed containers and properly disposed of. 	City of Palo Alto's contractor	City of Palo Alto	<ol style="list-style-type: none"> Confirm requirement is included in plans and specifications the conditions in BIO-5. If special-status wildlife found in excavations, halt work and resume after it leaves or consult with USFWS and/or CDFW prior to removing or relocating species. Confirm compliance with plans and specifications. 	<ol style="list-style-type: none"> Design Construction Construction 	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____

	Preservation Ordinance (Municipal Code Section 8.10)?		If an animal is found at a work site and is believed to be a protected species, work must be halted until the animal leaves of its own accord or the USFWS and/or CDFW is consulted to relocate the species. Care shall be taken not to harm the species. No wildlife or plant species will be handled and/or removed from the site by anyone except approved biologists.					
Items a, d	Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	BIO-6	Mitigation Measure BIO-6: Burrowing Owl Pre-Construction Surveys. Pre-construction BUOW surveys will be conducted in suitable habitat for BUOW (i.e., in pastureland habitat between Deer Creek Road and Hillview Avenue and in the vicinity of the RWQCP) in accordance with the recommendations and guidelines provided in the Staff Report on Burrowing Owl Mitigation (Department of Fish and Game, March 2012). If no BUOW or BUOW sign is observed no further action will be required. If BUOW or BUOW sign is observed then no disturbance will occur within 160 feet of occupied burrows during the non-breeding season (September 1 through January 31) or within 250 feet during the breeding season (February 1 through August 31). A qualified biologist will be present in these locations to monitor construction and ensure the BUOW is not disturbed.	City of Palo Alto or its contractors	City of Palo Alto	<ol style="list-style-type: none"> 1. Confirm requirement is included in plans and specifications the conditions in BIO-6. 2. Confirm pre-construction Burrowing Owl surveys are conducted to determine presence / absence. If no BUOW / BUOW sign is observed, no further action is required. 3. If signs of Burrowing Owls are observed, ensure no disturbance within the identified buffer and have a biologist 	<ol style="list-style-type: none"> 1. Design 2. Pre-construction 3. Construction 4. Pre-construction/ Construction 	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____

						present to monitor construction		
						4. Document contractor has complied with plans and specifications.		4. _____
Items a, d	<p>Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p> <p>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10)?</p>	BIO-7	<p>Mitigation Measure BIO-7: Buffer for California Clapper Rail or Survey.</p> <p>Construction activities within 500 feet of the marshland habitat surrounding the RWQCP will be conducted outside the breeding season for CCR (i.e., September 1 through January 31). If this is not feasible, a qualified biologist will conduct protocol-level surveys for CCR in accordance with the California Clapper Rail Draft Survey Protocol (USFWS 2000). A qualified biologist is an individual who has experience conducting protocol-level surveys for CCR. Prior to commencement of the surveys, the biologist will prepare a brief letter report describing the survey design and submit it to the USFWS and the CDFW for review and approval. Upon the completion of the surveys, results will be submitted to the USFWS and CDFW for a final decision on the possibility of doing work during the breeding season for CCR.</p>	City of Palo Alto or its contractors	City of Palo Alto	<p>1. Confirm requirement is included in plans and specifications the conditions that if construction occurs within 500 feet of the marshland habitat during CCR's breeding season, retain qualified biologist to conduct survey.</p> <p>2. Have biologist prepare a brief letter report describing survey and submit to USFWS and CDFW (if survey needed).</p> <p>3. Confirm biologist conducts protocol-level surveys and</p>	<p>1. Design</p> <p>2. Pre-construction</p> <p>3. Pre-construction</p> <p>4. Construction</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p>

						submits results to USFWS and CDFW.		
						4. Confirm implementation of final decision from USFWS and CDFW.		4. _____
Items a, d	<p>Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p> <p>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10)?</p>	BIO-8	<p>Mitigation Measure BIO-8: Measure to Protect Nesting Birds. If equipment staging, site preparation, grading, excavation, or other project-related construction activities are scheduled to occur during the avian nesting season (generally February 1 to September 1), a focused survey for active nests will be conducted by a qualified biologist within 15 days prior to the beginning of project-related activities. Surveys will be conducted in all suitable habitat located at project work sites, and in staging or storage areas. Surveys will be conducted at the appropriate times of day (e.g., dawn or dusk), and during the appropriate nesting times and will concentrate on areas of suitable habitat. If a lapse in project-related activities of 15 days or longer occurs, another focused survey will be conducted. If no active nests are found, then no further mitigation is required. If an active nest is found within the surveyed areas, an appropriate exclusion buffer will be established by a qualified biologist and the exclusion buffer will be maintained until the young have fledged or will no longer be impacted by the project. A qualified biologist will be present to monitor construction activities in the vicinity of the nest and ensure the nesting species is not disturbed. If a species appears disturbed by construction activities (as determined by a qualified biologist) work will be halted and the USFWS and/or CDFW will be</p>	City of Palo Alto or its contractors	City of Palo Alto	<p>1. Confirm requirement is included in plans and specifications.</p> <p>2. Confirm any necessary surveys are conducted.</p> <p>3. If active nests are found during the survey, verify installation of buffer and completion of monitoring.</p> <p>4. Verify coordination with USFWS and/or CDFW if needed.</p> <p>5. Document contractor has complied with plans and specifications.</p>	<p>1. Design</p> <p>2. Pre-construction</p> <p>3. Pre-construction</p> <p>4. Construction</p> <p>5. Pre-construction/ Construction</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p>

			consulted. Project activities will not resume without approval from the USFWS and/or CDFW.					
Items a, d	<p>Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p> <p>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10)?</p>	BIO-9	<p>Mitigation Measure BIO-9: Bat Preconstruction Surveys. Preconstruction day and night-roost surveys will be conducted to avoid impacts to bats. The survey will be conducted by a qualified bat biologist following the protocol in the Bats and Bridges Technical Bulletin (Erickson et al. 2003) to determine if bats are using the bridges as a roost site. If a roost is observed, the CDFW and/or USFWS will be consulted and additional mitigation measures will be implemented. Example measures include working during the daytime if night roosts are present, no clearing or grubbing adjacent to the roost, no work within 100 feet of the roost, no lighting near the roost where it could shine on the roost structure.</p>	City of Palo Alto and its contractors	City of Palo Alto	<ol style="list-style-type: none"> 1. Confirm requirement is included in plans and specifications. 2. For bridge crossings, confirm pre-construction bat roost surveys are conducted. 3. If a roost is observed document consultation with CDFW and/or USFWS. 4. Verify implementation of any measures specified by CDFW and USFWS. 5. Document contractor has complied with plans and specifications. 	<ol style="list-style-type: none"> 1. Design 2. Pre-construction 3. Construction 4. Construction 5. Pre-construction/ Construction 	<ol style="list-style-type: none"> 1. _____ 2. _____ 3. _____ 4. _____ 5. _____
Items a, d	<p>Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a</p>	BIO-10	<p>Mitigation Measure BIO-10: Bats Breeding Season Surveys. Construction activities near Adobe Creek crossing near Middlefield Road, the Barron Creek crossing near Cowper Street, and the Matadero Creek crossing near Cowper</p>	City of Palo Alto and its	City of Palo Alto	<ol style="list-style-type: none"> 1. Confirm requirement is included in plans and specifications. 	<ol style="list-style-type: none"> 1. Design 2. Pre-construction 3. Pre-construction 4. Construction 5. Pre-construction/ 	<ol style="list-style-type: none"> 1. _____

	<p>candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?</p> <p>Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or as defined by the City of Palo Alto's Tree Preservation Ordinance (Municipal Code Section 8.10)?</p>		<p>Street will be scheduled to avoid the bat breeding season (April through August) to the extent feasible. If work in these locations is required in the breeding season, a survey for bats will be conducted. The survey will be conducted by a qualified bat biologist following the protocol in the Bats and Bridges Technical Bulletin (Erickson et al. 2003) to determine if bats are using the bridges as a roost site. If a roost is observed, the CDFW and/or USFWS will be consulted and additional mitigation measures will be implemented. Example measures include excluding bats from directly affected work areas or replacing the roost location.</p>	contractors		<p>2. If construction occurs during the bat breeding season, confirm pre-construction survey are conducted.</p> <p>3. If a roost is observed, document consultation with CDFW and/or USFWS.</p> <p>4. If needed, document implementation of the measures specified by CDFW and USFWS.</p> <p>5. Document contractor has complied with plans and specifications.</p>	Construction	<p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p>
CULTURAL RESOURCES								
Item a	Have the potential to directly or indirectly destroy a local cultural resource that is recognized by City Council resolution?	--	<p>Protection of Cultural Resources</p> <p>Should any previously undiscovered historic or prehistoric archaeological deposits be discovered during construction, work shall stop within 50 feet of the discovery, until such time that the discovery can be evaluated by a qualified archaeologist and appropriate mitigative action taken as determined necessary in consultation with the lead Federal agency for NHPA Section 106 compliance, in accordance with 36 CFR Part 800.13, and the City. Measures might include preserving in situ the</p>	City of Palo Alto and its contractors	City of Palo Alto	<p>1. Confirm requirement is included in plans and specifications.</p> <p>2. Document contractor has complied with plans and specifications.</p> <p>3. If archeological deposits are</p>	<p>1. Design</p> <p>2. Construction</p> <p>3. Construction</p> <p>4. Construction</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p>

			<p>archaeological resource or an archaeological monitoring or data recovery program. Prehistoric archaeological site indicators include chipped chert and obsidian tools, and tool manufacturing waste flakes, grinding implements such as mortars and pestles, and darkened soil that contains dietary debris such as bone fragments and shellfish remains. Historic site indicators include, but are not limited to, ceramics, glass, wood, bone, and metal remains. Section 7050.5(b) of the California Health and Safety code will be implemented in the event that human remains, or possible human remains, are located during Project-related construction excavation. Section 7050.5(b) states:</p> <p style="padding-left: 40px;">In the event of discovery or recognition of any human remains in any location other than a dedicated cemetery, there shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains until the coroner of the county in which the human remains are discovered has determined, in accordance with Chapter 10 (commencing with Section 27460) of Part 3 of Division 2 of Title 3 of the Government Code, that the remains are not subject to the provisions of Section 27492 of the Government Code or any other related provisions of law concerning investigation of the circumstances, manner and cause of death, and the recommendations concerning treatment and disposition of the human remains have been made to the person responsible for the excavation, or to</p>			<p>discovered during construction, document that appropriate action is taken.</p> <p>4. If human remains, or possible remains are located, confirm implementation of California Health and Safety code section 7050.5(b).</p>		4. _____
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			<p>his or her authorized representative, in the manner provided in Section 5097.98 of the Public Resources Code.</p> <p>The County Coroner, upon recognizing the remains as being of Native American origin, is responsible for contacting the Native American Heritage Commission (NAHC) within 24 hours. The Commission has various powers and duties to provide for the ultimate disposition of any Native American remains, as does the assigned Most Likely Descendant. Sections 5097.98 and 5097.99 of the Public Resources Code also call for protection from inadvertent destruction. To achieve this goal, the construction personnel on the Project would be instructed as to the potential for discovery of cultural or human remains, the need for proper and timely reporting of such finds, and the consequences of failure thereof.</p>					
Item b	Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?	--	See Cultural Resources Item a above					
Item c	Have the potential to directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	--	<p>Protection of Paleontological Resources</p> <p>If paleontological resources are discovered during earthmoving activities, the construction crew would immediately cease work near the find. In accordance with Society of Vertebrate Paleontology guidelines (Society of Vertebrate Paleontology 2010), a qualified paleontologist would assess the nature and importance of the find and recommend appropriate salvage, treatment, and future monitoring and mitigation.</p>	City of Palo Alto and its contractors	City of Palo Alto	<p>1. Confirm requirement is included in plans and specifications.</p> <p>2. If paleontological resources are discovered, document appropriate treatment.</p>	<p>1. Design</p> <p>2. Construction</p>	<p>1. _____</p> <p>2. _____</p>

Item d	Have the potential to disturb any human remains, including those interred outside of formal cemeteries?	--	See Cultural Resources Item a above					
Item e	Have the potential to adversely affect a historic resource listed or eligible for listing on the National and/or California Register, or listed on the City's Historic Inventory?	--	See Cultural Resources Item a above					
Item f	Have the potential to eliminate important examples of major periods of California history or prehistory?	--	See Cultural Resources Item a above					
Items a, b, d, e, f	<p>Have the potential to directly or indirectly destroy a local cultural resource that is recognized by City Council resolution?</p> <p>Cause a substantial adverse change in the significance of an archaeological resource pursuant to 15064.5?</p> <p>Have the potential to disturb any human remains, including those interred outside of formal cemeteries?</p>	CR-1	<p>Mitigation Measure CR-1: Subsurface Testing. A program of sub-surface testing shall be conducted to determine whether buried resources are present within the areas of high or high to moderate archaeological sensitivity that will be impacted by Project construction. Only those locations where design confirms that the proposed pipeline would be buried at archaeologically sensitive locations will require subsurface testing. A testing program will be developed to determine the best approach for each location, considering the physical constraints of the urban setting (e.g., structures, traffic). The testing program could consist of multiple core extractions at individual sites; the locations and depths of the bore holes would be determined on the basis of projected depths of excavation at the individual work areas. A qualified archaeologist would monitor the testing efforts, and inspect the cores for</p>	City of Palo Alto and its contractors	City of Palo Alto	<p>1. Document completion of sub-surface testing.</p> <p>2. If resources are present and avoidance is not feasible, document completion of ARDP. If findings are positive, confirm an ADRP is developed in consultation with relevant agencies which identify</p>	<p>1. Design, upon selection of the construction methods.</p> <p>2. Pre-construction</p> <p>3. Pre-construction/ Construction</p>	<p>1. _____</p> <p>2. _____</p>

	<p>Have the potential to adversely affect a historic resource listed or eligible for listing on the National and/or California Register, or listed on the City's Historic Inventory?</p> <p>Have the potential to eliminate important examples of major periods of California history or prehistory?</p>		<p>prehistoric archaeological site indicators (e.g., chipped chert and obsidian tools, and tool manufacturing waste flakes, grinding implements such as mortars and pestles, and darkened soil that contains dietary debris such as bone fragments and shellfish remains) and historic site indicators (e.g., ceramics, glass, wood, bone, and metal remains).</p> <p>If the findings of the subsurface testing are negative, then no further actions (e.g., further testing or archaeological monitoring) would be recommended as necessary for NHPA Section 106 compliance, although consultation with SHPO would still be needed to formally complete the Section 106 process.</p> <p>If the findings of the subsurface testing are positive (and avoidance of the archaeological site is not feasible or practicable through project redesign), then a qualified archaeologist will develop an archeological data recovery plan (ADRP) in consultation with the City, the lead Federal agency, the SHPO and other appropriate consulting parties, as applicable, in accordance with the requirements of 36 CFR Part 800. The ADRP shall identify how the proposed data recovery program will used to evaluate and preserve the significant information the archaeological resource is expected to contain. That is, the ADRP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Implementation of the ADRP through the development and execution of an appropriate agreement document by the</p>			<p>appropriate measures.</p> <p>3. Confirm implementation of the measures identified in the ADRP.</p>		<p>3. _____</p>
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			lead Federal agency, the SHPO, the City, and any other identified signatories, would satisfy the requirements of NHPA Section 106 as outlined at 36 CFR § 800.6. Whether the results of subsurface testing are negative or positive, if Federal funding for the Project is approved, full compliance with Section 106 of the NHPA as determined by the lead Federal agency will be required prior to Project construction.					
GEOLOGY, SOILS, and SEISMICITY								
Item a	Have the potential to expose people or structures to potential substantial adverse effects, including the risk of loss; injury, or death involving rupture of a known earthquake fault, groundshaking, liquefaction or landslides?	--	<p>Geologic Report for Potentially Affected Facilities</p> <p>During the design phase for the Project, the City shall require preparation of a Geologic Report by a geologist registered in the State of California for facilities that could be affected by seismic-related hazards or unstable soils (e.g., liquefaction and expansive soils).</p> <ul style="list-style-type: none"> The Geologic Report shall include an engineering analysis of liquefaction and the potential for expansive soils at the pump stations. This assessment shall include a liquefaction assessment study in accordance with the California Geological Survey Special Publication 117 Guidelines. If this report finds unstable soils would present potential risks associated with liquefaction, engineering recommendations for surface and subsurface drainage specifications and detailed design for fill placement and excavation shall be provided. 	City of Palo Alto and its contractors	City of Palo Alto	<p>1. Document preparation of Geologic Report.</p> <p>2. Document incorporation of recommendations in plans and specifications.</p>	<p>1. Design</p> <p>2. Design</p>	<p>1. _____</p> <p>2. _____</p>
Item b	Result in substantial soil erosion or the loss of topsoil	--	See HYD-1 for Best Management Practices – Stormwater Quality					
Item c	Result in substantial siltation.	--	See HYD-1 for Best Management Practices – Stormwater Quality					

Item d	Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.	--	See Geology and Soils Item a above.
Item e	Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property.	--	See Geology and Soils Item a above.
GREENHOUSE GAS EMISSIONS			
Item a	Have the potential to generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	AIR-1	See above for AIR-1 information. See Air Quality Item a above.
Item b	Have the potential to conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emissions of greenhouse gases?	AIR-1	See above for AIR-1 information. See Air Quality Item a above.

HAZARDS and HAZARDOUS MATERIALS								
Item a	Have the potential to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	--	See Biological Resources Item a for Health and Safety and Hazardous Materials Management and Spill Prevention Control Plans See HYD-1 for Discharge of Exceptional Wastewater					
Item a	Have the potential to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	--	Storage, Handling, and Use of Hazardous Materials in Accordance with Applicable Laws The City shall ensure that all construction-related hazardous materials and hazardous wastes are stored, handled, and used in a manner consistent with applicable federal, state, and local laws, and the City of Palo Alto's Pollution Prevention plan sheet. In addition, construction-related hazardous materials and hazardous wastes shall be staged and stored away from stream channels and steep banks to keep these materials a safe distance from near-by residents and prevent them from entering surface waters in the event of an accidental release.	City of Palo Alto and its contractors	City of Palo Alto	1. Confirm requirements are included in plans and specifications. 2. Confirm measures are implemented during construction.	1. Design 2. Construction	1. _____ 2. _____
Item a	Have the potential to create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.	--	Proper Disposal of Contaminated Soil and/or Groundwater If contaminated soil and/or groundwater is encountered or if suspected contamination is encountered during Project construction, work shall be halted in the area, and the type and extent of the contamination shall be identified. A contingency plan to dispose of any contaminated soil or groundwater would be developed through consultation with appropriate regulatory agencies and consistent with the requirements of the City of Palo Alto's Pollution Prevention plan sheet and RWQCP's permit requirements for discharge of exceptional	City of Palo Alto and its contractors	City of Palo Alto	1. Confirm requirements are included in plans and specifications. 2. Confirm measures are implemented during construction.	1. Design 2. Construction	1. _____ 2. _____

			wastewater to the sanitary sewer					
Item b	Have the potential to create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	--	See Hazards and Hazardous Materials Item a above					
Item c	Have the potential to emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	--	See Hazards and Hazardous Materials Item a above					
Item e	Located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would create a significant hazard to the public or the environment?	--	See Hazards and Hazardous Materials Item a above					
Item h	Have the potential to impair implementation of or physically interfere with an adopted emergency response plan or emergency	--	Traffic Control Plan The City's Transportation Section would require the contractor to have a full traffic control plan prepared by a registered traffic engineer. The traffic control plan shall be in accordance with the City's Traffic Control Requirements and would show specific methods for maintaining	City of Palo Alto and its contra	City of Palo Alto	1. Confirm requirements are included in plans and specifications. 2. Confirm measures are	1. Design 2. Construction	1. _____ 2. _____

	evacuation plan?		<p>traffic flows to minimize construction impacts on traffic and parking. There are several schools in the vicinity of the Project. These areas would be evaluated more closely to determine whether the traffic control plan is appropriate or if additional measures are needed specific to school areas. Examples of traffic control measures to be considered include:</p> <ul style="list-style-type: none"> • Identify all roadway locations where special construction techniques (e.g., directional drilling) would be used to minimize impacts to traffic flow; • Develop circulation and detour plans to minimize impacts to local street circulation. This may include the use of signing and flagging to guide vehicles through and/or around the construction zone; • Schedule truck trips outside of peak morning and evening commute hours; • Prohibit construction on collector and arterial streets during morning commute period before 9 a.m. and in the afternoon commute period after 4 p.m.; • Use haul routes, minimizing truck traffic on local roadways to the extent possible; • Consider detours for bicycles and pedestrians in all areas potentially affected by Project construction. Pedestrian and bicycle detours should not be required unless deemed necessary for safety reasons; • Use flagmen to maintain alternating one-way traffic while working on one-half of the street; • Use advance construction signs and 	ctors		implemented during construction.		
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			<p>other public notices to alert drivers of activity in the area;</p> <ul style="list-style-type: none"> • Use “positive guidance” detour signing on alternate access streets to minimize inconvenience to the driving public; • Install traffic control devices as specified in the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones; • Develop and implement access plans for highly sensitive land uses such as police and fire stations, transit stations, hospitals and schools. The access plans would be developed with the facility owner or administrator. To minimize disruption of emergency vehicle access, ask affected jurisdictions to identify detours, which would then be posted by the contractor. Notify in advance the facility owner or operator of the timing, location, and duration of construction activities and the locations of lane closures; • Store construction materials only in designated areas; and • Coordinate with local transit agencies for temporary relocation of routes or bus stops in work zones, as necessary. • Establish methods for minimizing for construction effects on parking (e.g., identifying designated areas for construction worker parking at staging areas). 					
NOISE								
Item a	Have the potential to expose persons to or	--	Compliance with Local Noise Ordinance According to the City of Palo Alto's Noise	City of	City of	1. Confirm requirements	1. Design 2. Construction	1. _____

	generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?		<p>Ordinance (Palo Alto Municipal Code Chapter 9.10), for residential and non-residential property, construction, alteration and repair activities which are authorized by a valid city building permit shall be prohibited on Sundays and holidays and shall be prohibited except between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday, and 9:00 a.m. and 6:00 p.m. on Saturday, provided that the construction, demolition or repair activities during those hours meet the following standards:</p> <ul style="list-style-type: none"> • No individual piece of equipment shall produce a noise level exceeding 110 dBA at a distance of 25 feet. If the device is housed within a structure on the property, the measurement shall be made outside the structure at a distance as close to 25 feet from the equipment as possible. • The noise level at any point outside of the property plane of the Project shall not exceed 110 dBA. • The holder of a valid construction permit for a construction project in a non-residential zone shall post a sign at all entrances to the construction site upon commencement of construction, for the purpose of informing all contractors and subcontractors, their employees, agents, materialmen and all other persons at the construction site, of the basic requirements of this measure. <ul style="list-style-type: none"> ○ The sign(s) shall be posted at least five feet above ground level, and shall be of a white background, with black lettering, which lettering shall be a minimum of one and one-half inches in height. 	Palo Alto and its contractors	Palo Alto	<p>are included in plans and specifications.</p> <p>2. Confirm measures are implemented during construction.</p>		2. _____
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			<p>o The sign shall read as follows:</p> <p>•</p> <p>CONSTRUCTION HOURS FOR RESIDENTIAL (OR NON-RESIDENTIAL) PROPERTY (Includes Any and All Deliveries) MONDAY - FRIDAY.....8:00 a.m. to 6:00 p.m. SATURDAY.....9:00 a.m. to 6:00 p.m. SUNDAY/HOLIDAYS.....Construction prohibited.</p>					
Item a	Have the potential to expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	--	<p>Pump Station Design/Noise For the pump station at the Mayfield Soccer Fields, a detailed analysis of the buildings' sound isolation would be conducted by a qualified acoustical consultant during the engineering design phase of the project. A post-construction field sound measurement shall be conducted by an acoustical consultant to verify that the project operational noise standards are in compliance with relevant City noise standards.</p>	City of Palo Alto and its contractors	City of Palo Alto	<p>1. Document completion of acoustical analysis and incorporation of measures in design.</p> <p>2. Verify that operational noise levels are in compliance with City noise standards.</p>	<p>1. Design</p> <p>2. Post-Construction</p>	<p>1. _____</p> <p>2. _____</p>
Item c	Have the potential to create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	--	See Noise Item a above					
Item d	Have the potential to create a substantial temporary or periodic increase in ambient noise levels in the	--	See Noise Item a above					

	project vicinity above levels existing without the project?		
Item g	Have the potential to cause the average 24 hour noise level (Ldn) to increase by 5.0 decibels (dB) or more in an existing residential area, even if the Ldn would remain below 60 dB?	--	See Noise Item a above
Item h	Have the potential to cause the Ldn to increase by 3.0 dB or more in an existing residential area, thereby causing the Ldn in the area to exceed 60 dB?	--	See Noise Item a above
Item i	Have the potential to cause the Ldn to increase by 3.0 dB or more in an existing residential area, thereby causing the Ldn in the area to exceed 60 dB?	--	See Noise Item a above
Item j	Result in indoor noise levels for residential development to exceed an Ldn of 45 dB?	--	See Noise Item a above
Item k	Result in instantaneous noise levels of greater than 50 dB in bedrooms or 55 dB in other rooms in areas with an	--	See Noise Item a above

	exterior Ldn of 60 dB or greater?							
Item 1	Generate construction noise exceeding the daytime background Leq at sensitive receptors by 10 dBA or more?	--	See Noise Item a above					
Items a, c, d, g, h, i, j, k, l	<p>Have the potential to expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p> <p>Have the potential to create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>Have the potential to create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>Have the potential to cause the average 24 hour noise level</p>	NOI-2	<p>Mitigation Measure NOI-1: Noise Control Measures to Reduce Construction Noise. The City shall incorporate into contract specifications all of the following measures:</p> <ul style="list-style-type: none"> Impact equipment (e.g., jack hammers, pavement breakers, and rock drills) used for project construction will be hydraulically or electrically powered whenever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. However, where use of pneumatically powered tools is unavoidable, an exhaust muffler on the compressed air exhaust would be used. This muffler can lower noise levels from the exhaust by up to 10 dBA. External jackets on the tools themselves would be used where feasible, and this could achieve a reduction of 5 dBA. Quieter procedures will be used such as drilling rather than impact equipment whenever feasible. Wherever possible, sonic or vibratory pile drivers will be used instead of impact pile drivers. If sonic or vibratory pile drivers are not feasible, acoustical enclosures will be provided as necessary to reduce noise levels. Engine and pneumatic exhaust controls on pile drivers will be required as 	City of Palo Alto and its contractors	City of Palo Alto	<p>1. Confirm requirement is included in plans and specifications.</p> <p>2. Document contractor has complied with plans and specifications.</p>	<p>1. Design.</p> <p>2. Construction</p>	<p>1. _____</p> <p>2. _____</p>

<p>(Ldn) to increase by 5.0 decibels (dB) or more in an existing residential area, even if the Ldn would remain below 60 dB?</p> <p>Have the potential to cause the Ldn to increase by 3.0 dB or more in an existing residential area, thereby causing the Ldn in the area to exceed 60 dB?</p> <p>Have the potential to cause an increase of 3.0 dB or more in an existing residential area where the Ldn currently exceeds 60 dB?</p> <p>Result in indoor noise levels for residential development to exceed an Ldn of 45 dB?</p> <p>Result in instantaneous noise levels of greater than 50 dB in bedrooms or 55 dB in other rooms in areas with an exterior Ldn of 60 dB or greater?</p>	<p>necessary to ensure that exhaust noise from pile driver engines are minimized to the extent feasible. Where feasible, pile holes will be pre-drilled to reduce potential noise and vibration impacts.</p> <ul style="list-style-type: none"> • All equipment and trucks used for project construction shall use the best available noise control techniques (including mufflers, use of intake silencers, ducts, engine enclosures and acoustically attenuating shields or shrouds) and be maintained in good operating condition to minimize construction noise impacts. All internal combustion engine-drive equipment shall be fitted with intake and exhaust mufflers which are in good condition. • Unnecessary idling of internal combustion engines shall be prohibited. In practice, this would mean turning off equipment if it would not be used for five or more minutes. • Stationary noise-generating construction equipment, such as air compressors and generators, shall be located as far as possible from homes and businesses. • Staging areas shall be located as far as feasibly possible from sensitive receptors. 						
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	Generate construction noise exceeding the daytime background Leq at sensitive receptors by 10 dBA or more?							
Items a, c, d, g, h, i, j, k, l	<p>Have the potential to expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p> <p>Have the potential to create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>Have the potential to create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>Have the potential to cause the average 24 hour noise level (Ldn) to increase by</p>	NOI-3	<p>Mitigation Measure NOI-2: Pre-Construction Notification. Prior to construction, written notification to residents within 500 feet of the proposed facilities undergoing construction shall be provided, identifying the type, duration, and frequency of construction activities. Notification materials shall also identify a mechanism for residents to register complaints with the City if construction related noise impacts should occur.</p>	City of Palo Alto	City of Palo Alto	1. Confirm written notifications are sent to residents within 500 feet of the construction area.	1. Pre-construction	1. _____

<p>5.0 decibels (dB) or more in an existing residential area, even if the Ldn would remain below 60 dB?</p> <p>Have the potential to cause the Ldn to increase by 3.0 dB or more in an existing residential area, thereby causing the Ldn in the area to exceed 60 dB?</p> <p>Have the potential to cause an increase of 3.0 dB or more in an existing residential area where the Ldn currently exceeds 60 dB?</p> <p>Result in indoor noise levels for residential development to exceed an Ldn of 45 dB?</p> <p>Result in instantaneous noise levels of greater than 50 dB in bedrooms or 55 dB in other rooms in areas with an exterior Ldn of 60 dB or greater?</p>							
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	Generate construction noise exceeding the daytime background Leq at sensitive receptors by 10 dBA or more?							
Items a, c, d, g, h, i, j, k, l	<p>Have the potential to expose persons to or generate noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?</p> <p>Have the potential to create a substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>Have the potential to create a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?</p> <p>Have the potential to cause the average 24 hour noise level (Ldn) to increase by 5.0 decibels (dB) or</p>	NOI-3	<p>Mitigation Measure NOI-3: Design of the Pump Station to Reduce Noise. To ensure the proposed pump station complies with the City's noise standards, structure openings, including air ventilation would employ acoustical rated louvers, silencers, or other noise-reduction devices, as appropriate, to reduce noise propagation to the outside of the building.</p>	City of Palo Alto and its contractors	City of Palo Alto	<p>1. Confirm requirements are included in plans and specifications.</p> <p>2. Confirm construction complies with design requirements.</p>	<p>1. Design</p> <p>2. Construction</p>	<p>1. _____</p> <p>2. _____</p>

<p>more in an existing residential area, even if the Ldn would remain below 60 dB?</p> <p>Have the potential to cause the Ldn to increase by 3.0 dB or more in an existing residential area, thereby causing the Ldn in the area to exceed 60 dB?</p> <p>Have the potential to cause an increase of 3.0 dB or more in an existing residential area where the Ldn currently exceeds 60 dB?</p> <p>Result in indoor noise levels for residential development to exceed an Ldn of 45 dB?</p> <p>Result in instantaneous noise levels of greater than 50 dB in bedrooms or 55 dB in other rooms in areas with an exterior Ldn of 60 dB or greater?</p> <p>Generate construction</p>							
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	noise exceeding the daytime background Leq at sensitive receptors by 10 dBA or more?							
TRANSPORTATION AND TRAFFIC								
Item a	Have the potential to exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.), taking into account all relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	--	See Hazards and Hazardous Materials Item h above for Traffic Control Plan					
Item a	Have the potential to exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.), taking into account all relevant	--	Restoration of Roads to Pre-construction Condition Following construction, the City shall ensure that road surfaces, bicycle routes, and bus stop facilities that are damaged during construction are returned to their pre-construction condition or better.	City of Palo Alto and its contractors	City of Palo Alto	1. Confirm requirements are included in plans and specifications. 2. Confirm completion of road restoration.	1. Design 2. Post-construction	1. _____ 2. _____

	components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?							
Item b	Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?	--	See Hazards and Hazardous Materials Item h above for Traffic Control Plan and Transportation and Traffic Item a					
Items a, b	Have the potential to exceed the capacity of the existing circulation system, based on an applicable measure of effectiveness (as designated in a general plan policy, ordinance, etc.), taking into account all relevant components of the circulation system, including but not limited to intersections, streets,	TRA-2	Mitigation Measure TRA-1: CMP Facilities. The City shall work with VTA to determine when peak hour traffic starts on Page Mill Road, a CMP facility. If peak hour traffic starts around 3 p.m. on this road, then the City shall prohibit construction on this roadway after 3 p.m.	City of Palo Alto and its contractors	City of Palo Alto	1. Document consultation with VTA. 2. Confirm appropriate requirement is included in plans and specifications. 3. Document contractor has complied with plans and specifications.	1. Design 2. Design 3. Construction	1. _____ 2. _____ 3. _____

	highways and freeways, pedestrian and bicycle paths, and mass transit? Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?							
Item d	Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	--	See Hazards and Hazardous Materials Item h above for Traffic Control Plan					
Item e	Result in inadequate emergency access?	--	See Hazards and Hazardous Materials Item h above for Traffic Control Plan					
Item f	Have the potential to result in inadequate parking capacity that impacts traffic circulation and air quality?	--	See Hazards and Hazardous Materials Item h above for Traffic Control Plan					
Item f	Have the potential to result in inadequate	TRA-2	Mitigation Measure TRA-2: Coordinate construction with Businesses. To reduce the	City of	City of	1. Document coordination	1. Pre-construction	1. _____

	parking capacity that impacts traffic circulation and air quality?		disruption of business from the temporary reduction of parking, the City shall coordinate with individual businesses on the timing of construction.	Palo Alto	Palo Alto	with businesses.		
Item g	Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., pedestrian, transit & bicycle facilities)?	--	See Hazards and Hazardous Materials Item h above for Traffic Control Plan					
Item n	Impede the development or function of planned pedestrian or bicycle facilities?	--	See Hazards and Hazardous Materials Item h above for Traffic Control Plan					
Item o	Impede the operation of a transit system as a result of congestion?	--	See Hazards and Hazardous Materials Item h above for Traffic Control Plan					

Certificate Of Completion

Envelope Number: DA401744CCB84DC1BC465715C093D31D
Subject: Please DocuSign: RESO 9548 Certifying EIR Recycled Water.pdf
Source Envelope:
Document Pages: 85
Certificate Pages: 5
AutoNav: Enabled
EnvelopeID Stamping: Enabled

Status: Completed

Envelope Originator:
Tabatha Boatwright
250 Hamilton Ave
Palo Alto , CA 94301
tabatha.boatwright@cityofpaloalto.org
IP Address: 199.33.32.254

Record Tracking

Status: Original
10/1/2015 3:58:53 PM PT

Holder: Tabatha Boatwright
tabatha.boatwright@cityofpaloalto.org

Location: DocuSign

Signer Events

Cara Silver
cara.silver@cityofpaloalto.org
Senior Assistant City Attorney
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 7/15/2015 5:07:16 PM PT
ID: 11910ed1-61d1-4ff3-9cf9-f4eb5a0768e2

Signature

DocuSigned by:
Cara Silver
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Hillary Gitelman
hillary.gitelman@cityofpaloalto.org
Security Level: Email, Account Authentication (None)

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Hillary Gitelman
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Signed: 10/5/2015 8:45:49 AM PT

Electronic Record and Signature Disclosure:
Not Offered
ID:

James Keene
james.keene@cityofpaloalto.org
City Manager
City of Palo Alto
Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
Accepted: 4/14/2015 5:40:07 PM PT
ID: 44fe333a-6a81-4cb7-b7d4-925473ac82e3

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James Keene
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In Person Signer Events

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Editor Delivery Events

Status

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Agent Delivery Events

Status

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Status

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Certified Delivery Events

Status

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Carbon Copy Events

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The Board of Directors
Valley Water (SCVWD)
5700 Almaden Expressway
San Jose, CA 95118

December 6, 2019

Subject: Item 2.7 **Recycled Water Expansion in Palo Alto and Mountain View**

Dear Chair LaZotte, Vice Chair Hsueh, Directors Varela, Keegan, Santos, Estremera & Kremen,

On behalf of Sustainable Silicon Valley, I would like to express our strong support for the proposed agreement between Valley Water, the City of Mountain View and the City of Palo Alto. SSV has long championed innovative approaches to water use and reuse, regional cooperation and smart efforts to ensure adequate water supply. This admirable achievement, structured primarily through the hard work and inspiration of planning staff who did everything but think of a catchy name, addresses many needs, checks many boxes and stands as a towering landmark to forward-thinking intergovernmental cooperation. It is a "Win-Win-Win" in many ways.

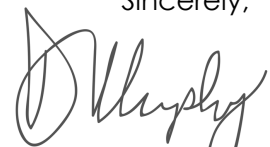
If ever there were a time for sensible investment in a reliable, localized recycled water infrastructure, this is that time. The joint water recycling plan takes advantage of scale economies, stable technologies and Valley Water's strong domain experience delivering "purified" water. In addition to strengthening regional supply capacity, increasing water reuse will reduce treated wastewater discharge to our Bay and will benefit the Tuolumne River and the San Joaquin-Sacramento Bay Delta.

Across the Bay Area, there has been no escaping the sense of living in interesting times. We breathe the smoke from an ever-lengthening fire season, we see the flood effects of rising Bay tides and we experience increasingly shorter, more intense and disruptive rainy seasons. The test before us is how well we adapt, as a civil society, to the challenges of our changing world. Among other impacts, a warming climate places greater stress upon our water resources as demand grows and traditional sources of supply become less reliable. When dependability of the mountain snowpack yields to the prospect of snow droughts, a resilient, forward-thinking city needs a sustainable plan like the one before you.

As we counseled fellow SSV partners Palo Alto and Mountain View, we urge approval of the agreement pending before the Board. Valley Water has a proud ninety-year history; we look ahead to seventy-six more years of continued clean water prosperity across this great Valley of Heart's Delight.

Sustainable Silicon Valley is a "think & do" tank focused on monitoring, measuring and improving air and water quality in a decarbonizing Bay Area. Please feel free to contact me should you have any questions.

Sincerely,



Dennis Murphy
Water Director
Sustainable Silicon Valley
dmurphy@sustainablestv.org

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Santa Clara Valley Water District

File No.: 19-1110

Agenda Date: 12/10/2019

Item No.: 3.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve the Board of Directors' Quarterly Expense Report for the Quarter Ending September 30, 2019.

RECOMMENDATION:

- A. Review the Board of Directors' Quarterly Expense Report for the Quarter Ending September 30, 2019; 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 2019/20 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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SANTA CLARA VALLEY WATER DISTRICT
BOARD OF DIRECTORS'
QUARTERLY EXPENSE REPORT

FOR THE QUARTER ENDING 9/30/19



Valley Water

Clean Water • Healthy Environment • Flood Protection

**Santa Clara Valley Water District
Board of Directors' Expenses
For the Quarter Ending 9/30/19
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 2020
Tony Estremera	\$ 11,438.38	\$ 556.22	\$ 2,607.61	\$ -	\$ -	\$ 14,602.21	\$ 14,602.21
Nai Hsueh	7,826.26	-	-	-	-	\$ 7,826.26	\$ 7,826.26
Barbara Keegan	2,107.07	64.96	-	-	-	\$ 2,172.03	\$ 2,172.03
Gary Kremen	13,545.45	867.10	1,704.24	-	-	\$ 16,116.79	\$ 16,116.79
Linda LeZotte	10,234.34	242.09	-	-	-	\$ 10,476.43	\$ 10,476.43
Richard Santos	13,545.45	993.54	3,428.21	-	304.59	\$ 18,271.79	\$ 18,271.79
John Varela	13,244.44	1,151.66	1,945.99	-	-	\$ 16,342.09	\$ 16,342.09
Total	<u>\$ 71,941.39</u>	<u>\$ 3,875.57</u>	<u>\$ 9,686.05</u>	<u>\$ -</u>	<u>\$ 304.59</u>	<u>\$ 85,807.60</u>	<u>\$ 85,807.60</u>


Prepared by Fanny Chan, Accountant II

11/8/19
Date


Reviewed by Gloria del Rosario, Accounting Manager

11/8/19
Date

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: TONY ESTREMER

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	BOARD MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
7/8/19	1. Mtg w/ Dir. LeZotte and Dir. Hsueh	\$301.01	-				\$301.01
7/9/19	1. Tuesday Regular Board Meeting, Dist HQ	301.01	\$8.12				309.13
7/10/19	1. Monthly Recycled Water Committee Meeting, Dist HQ	301.01	-				301.01
7/11/19	1. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	301.01	-				301.01
7/12/19	1. Mtg w/ Dir. Kremen and Dist Counsel Stan Yamamoto	301.01	-				301.01
7/15/19	1. Environmental and Water Resources Committee Meeting, Dist HQ	301.01	-				301.01
	2. Mtg w/ Dist CEO	-	-				-
7/18/19	1. DCA Board Meeting at Library Galleria, 828 I St, Sacramento	301.01	168.20				469.21
7/21/19	1. Public Private Partnership Airport Summit at Manchester Grand Hyatt, San Diego	301.01	-				301.01
7/22/19	1. Public Private Partnership Airport Summit at Manchester Grand Hyatt, San Diego	301.01	-				301.01
7/23/19	1. Public Private Partnership Airport Summit at Manchester Grand Hyatt, San Diego	301.01	-				301.01
7/24/19	1. Public Private Partnership Airport Summit at Manchester Grand Hyatt, San Diego	301.01	-				301.01
7/21-7/24	3 Nights Lodging	-	-	\$916.70			916.70
7/21-7/24	Hotel Parking	-	-	147.00			147.00
7/25/19	1. Phone Conference (Re: Delta Conveyance)	301.01	-				301.01
8/9/19	1. Mtg w/ Santa Clara and San Benito Counties Building and Construction Trades Council President	301.01	-				301.01
8/12/19	1. CIP Ad Hoc Committee Meeting, Dist HQ	301.01	-				301.01
	2. Dinner Mtg w/ Katherine Mallon (Executive Director of the DCA)	-	-				-
8/13/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	8.12				309.13
8/14/19	1. Monthly Recycled Water Committee Meeting, Dist HQ	301.01	-				301.01
	2. Mtg w/ Dir. Kremen & Dist Counsel	-	-				-
8/15/19	1. DCA Bd Mtg at Sacramento Public Library, 828 I Street, Sacramento	301.01	-				301.01
	Amtrak Round Trip Train Tickets	-	-	80.00			80.00
8/21/19	1. Lunch Mtg w/ Dir. Santos & County Supervisor Chavez at 88 S 4th Street, SJ (Re: Ogier Ponds)	301.01	-				301.01
	Lunch Exp Allocated from Dir. Santos	-	-	21.52			21.52
	2. One on One Mtg w/ Dist CEO Norma Camacho	-	-				-
8/26/19	1. Lunch Mtg w/ Dir. Estremera & Ast Dist Counsel Rita Chan (Re: Upper Berryessa Proj. Litigation)	301.01	-				301.01
	Lunch Exp Allocated from Dir. Santos	-	-	36.98			36.98
8/27/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	8.12				309.13
8/29/19	1. Recycle Meeting at the Silicon Valley Advanced Water Purification Center	301.01	12.76				313.77
8/30/19	1. La Raza Roundtable Meeting at Center for Training and Careers, San Jose	301.01	10.44				311.45
8/31/19	1. District Booth at Santos Family 14th Annual Car Show, Alviso	301.01	13.92				314.93
9/2/19	1. South Bay Labor Council Labor Day Picnic Event	301.01	8.12				309.13
9/4/19	1. Mtg w/ DCA Vice Chair Sarah Palmer	301.01	23.20				324.21
	2. One on One Mtg w/ Dist CEO Norma Camacho	-	-				-
9/5/19	1. Joint Recycled Water Committee Meeting w/ Palo Alto and Mountain View, Dist HQ	301.01	-				301.01

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$.58/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 9/30/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: TONY ESTREMER

MEETING DATE	PURPOSE / LOCATION OF MEETING	GROSS FEE ¹	BOARD MILEAGE ²	BOARD APPROVED ³	BOARD ALLOCATED ⁴	COMMUNICATIONS CHARGES ⁵	TOTALS
9/8/19	1. Travel to San Diego for 34th Annual WaterReuse Symposium	301.01	-				301.01
9/9/19	1. 34th Annual WaterReuse Symposium, 333 West Harbor Drive, San Diego	301.01	-				301.01
9/10/19	1. 34th Annual WaterReuse Symposium, 333 West Harbor Drive, San Diego	301.01	-				301.01
9/11/19	1. 34th Annual WaterReuse Symposium, 333 West Harbor Drive, San Diego	301.01	-				301.01
9/8/19	Uber Ride Fee in San Diego - From Train Station to Airport to Pick Up Car	-	-	13.60			13.60
9/8-9/11	3 Nights Lodging	-	-	1,011.45			1,011.45
9/8-9/11	Hotel Parking	-	-	150.00			150.00
9/8-9/11	Amtrak Train Tickets - LA / San Diego	-	-	101.18			101.18
9/8-9/11	Car Rental in San Diego	-	-	111.87			111.87
9/11/19	Uber Ride Fee in San Diego - From Airport (Drop Off Car) to Train Station	-	-	17.31			17.31
9/13/19	1. Oversight Redevelopment Board Meeting	301.01	-				301.01
9/18/19	1. One on One Mtg w/ Dist CEO	301.01	-				301.01
9/19/19	1. DCA Board Meeting at Sacramento Public Library	301.01	171.10				472.11
	2. San Jose Water 17th Annual Community Leadership BBQ	-	17.40				17.40
9/20/19	1. Mtg w/ Dir. Varela	301.01	-				301.01
9/21/19	1. Coastal Clean Up Site Visits	301.01	20.30				321.31
9/23/19	1. CIP Ad Hoc Committee Meeting, Dist HQ	301.01	-				301.01
	2. FAHCE Ad Hoc Committee Meeting, Dist HQ	-	-				-
9/24/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	8.12				309.13
9/25/19	1. District OLA / ABE Hispanic Heritage Month Event, Dist HQ Patio	301.01	-				301.01
9/26/19	* 1. Meeting w/ DWR, DCA CEO & Stockton Mayor Tubbs at Stockton City Hall	-	78.30				78.30
9/30/19	* 1. Homeless Encampment Ad Hoc Committee Meeting, Dist HQ	-	-				-
	* Exceeded 15 Meetings in September						
		\$11,438.38	\$556.22	\$2,607.61	\$0.00	\$0.00	\$14,602.21

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
7/1/19	1. One on One Mtg w/ Dist CEO	\$301.01	-				\$301.01
7/2/19	1. Landscape Committee Meeting, Dist HQ	301.01	-				301.01
7/9/19	1. Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
7/11/19	1. Financial Sustainability Working Group Meeting, Dist HQ	301.01	-				301.01
7/17/19	1. One on One Mtg w/ Dist CEO	301.01	-				301.01
7/22/19	1. Board Policy and Planning Committee Meeting, Dist HQ	301.01	-				301.01
7/23/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
7/29/19	1. Capital Improvement Program Committee Meeting, Dist HQ	301.01	-				301.01
8/12/19	1. CIP Ad Hoc Committee Meeting, Dist HQ	301.01	-				301.01
8/13/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
8/22/19	1. Drought Tolerant Demo Garden Ribbon Cutting Event at City Hall of Cupertino	301.01	-				301.01
8/23/19	1. One on One Mtg w/ Dist CEO	301.01	-				301.01
8/27/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
8/28/19	1. Board Audit Committee Meeting, Dist HQ	301.01	-				301.01
	2. Youth Commission Meeting, Dist HQ	-	-				-
8/29/19	1. Financial Sustainability Working Group Meeting, Dist HQ	301.01	-				301.01
9/4/19	1. One on One Mtg w/ Dist CEO	301.01	-				301.01
9/10/19	1. Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
9/11/19	1. Meeting w/ Staff on D&I Ad Hoc Committee Next Steps, Dist HQ	301.01	-				301.01
9/12/19	1. Meeting w/ Staff on Centralized / Decentralized Water Reuse	301.01	-				301.01
9/16/19	1. Board Policy and Planning Committee Meeting, Dist HQ	301.01	-				301.01
9/17/19	1. Water Conservation and Demand Management Committee Meeting, Dist HQ	301.01	-				301.01
9/18/19	1. One on One Mtg w/ Dist CEO	301.01	-				301.01
9/23/19	1. CIP Ad Hoc Committee Meeting, Dist HQ	301.01	-				301.01
9/24/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
9/25/19	1. Special Water Conservation & Demand Management Committee Meeting, Dist HQ	301.01	-				301.01
9/26/19	1. Financial Sustainability Working Group Meeting, Dist HQ	301.01	-				301.01
		\$7,826.26	\$0.00	\$0.00	\$0.00	\$0.00	\$7,826.26

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
7/9/19	1. Tuesday Regular Board Meeting, Dist HQ	\$301.01	\$9.28				\$310.29
7/10/19	1. Monthly Recycled Water Committee Meeting, Dist HQ	301.01	9.28				310.29
7/11/19	1. Financial Sustainability Working Group Meeting, Dist HQ	301.01	9.28				310.29
	2. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	-	-				-
	3. DCA Meeting Prep	-	-				-
7/23/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	9.28				310.29
8/13/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	9.28				310.29
9/10/19	1. Tuesday Regular Board Meeting, Dist HQ	301.01	9.28				310.29
9/24/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	9.28				310.29
		\$2,107.07	\$64.96	\$0.00	\$0.00	\$0.00	\$2,172.03

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
7/1/19	1. Mtg w/ Dist Communications Mgr Linh Hoang (Re: San Francisquito Creek Op Ed Draft Editing)	\$301.01	-				\$301.01
7/2/19	1. Phone Call w/ Constituent Roy Woolsey (Re: Issues Around the Zone of Benefit Analysis)	-	-				-
	2. Zone of Benefit Analysis Research & Editing of Letters to Well Owners, Water Dist & Town of LAH	301.01	-				301.01
7/5/19	1. Loma Prieta Resource Conservation District Letter Editing	301.01	-				301.01
7/9/19	1. Briefing on Small Capital Project - Vasona Pumping Plant	-	-				-
	2. Briefing for SLDWMA Board Meeting	-	-				-
	3. Tuesday Regular Board Meeting - Participated by Teleconference	301.01	-				301.01
7/10/19	1. San Francisquito Creek Op Ed Draft Editing	-	-				-
	2. Travel to Los Banos for SLDWMA 7/11 Board Mtg	301.01	\$110.20				411.21
7/11/19	1. SLDWMA Board Meeting, Los Banos	301.01	-				301.01
	2. Meeting on Water Storage at 842 6th St, Los Banos	-	-				-
7/12/19	1. Meeting on Pacheco at The Black Bear Diner, 955 W. Pacheco Blvd, Los Banos	301.01	-				301.01
7/10-7/12	2 Nights Lodging in Santa Nella	-	-	\$316.80			316.80
	2. Meeting on ERP	-	-				-
	3. Monthly Meeting w/ Dist Counsel Stan Yamamoto, Dist HQ	-	-				-
	4. Update on Water Banking	-	-				-
7/14/19	1. Mtg w/ Dir. Estremera and Constituent John Vidovitch	301.01	3.48				304.49
7/17/19	1. Update on Recycled Water (Palo Alto / Mountain View)	301.01	-				301.01
7/18/19	1. Meeting on Calero at Valley Water Sacramento Office	-	133.40				133.40
	2. DC Finance Authority Board Mtg at Library Galleria, 828 I St, Sacramento	301.01	-				301.01
	3. DCA Regular Board Mtg at Library Galleria, 828 I St, Sacramento	-	-				-
7/17-7/18	1 Night Lodging	-	-	355.80			355.80
7/17-7/18	Hotel Parking	-	-	32.00			32.00
7/18/19	Parking Fee in Sacramento	-	-	25.25			25.25
7/22/19	1. Mtg w/ Dist CFO Darin Taylor	301.01	11.60				312.61
7/23/19	1. One on One Mtg w/ Dist CEO	-	-				-
	2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	24.36				325.37
7/24/19	1. Call w/ Auditor Denise Callahan (Re: Transparency in DC Office)	301.01	-				301.01
	2. Call w/ Dist CEO Norma Camacho	-	-				-
7/25/19	1. Delta Conveyance Meeting	301.01	-				301.01
	2. Mtg w/ Dist Officer Garth Hall & Nina Hawk (Re: Volunteer Service Agreements, SWRCB)	-	-				-
7/26/19	1. Phone Call Mtg w/ Dist Staff (Re: Pacheco Reservoir Proj / Patrick Ferraro Facebook Post)	301.01	-				301.01
7/27/19	* 1. Call w/ Dist Officer Rick Callender on Delta Conveyance	-	-				-
7/28/19	* 1. Work on Delta Conveyance Project Memo from Dir. Kremen, Dir. Estremera & Dir. Keegan	-	-				-
7/29/19	1. Mtg w/ Dist Officer Rick Callender	-	-				-
	* 2. Call w/ Dist Officer Mike Cook (Re: Cyber Security)	-	-				-
7/30/19	* 1. Mckelvey Park Detention Basin Letter	-	-				-
7/31/19	* 1. Letter to Loma Prieta Resource Conservation District	-	-				-
	* Exceeded 10 Meetings in July						

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
8/1/19	1. Phone Call w/ Dist Deputy Officer Garth Hall (Re: Board Mtg Prep)	301.01	-				301.01
8/2/19	1. Review / Draft Delta Conveyance Memo (Colleague's Memo)	301.01	-				301.01
8/4/19	1. Phone Call w/ Dist Officer Nina Hawk (Re: Cordoba Agreement Amendment)	301.01	-				301.01
8/5/19	1. Travel for 8/6/19 MET Meeting, LA	301.01	-				301.01
8/6/19	1. Mtg w/ MET Chair Gloria Grey at Metropolitan Headquarters, 700 N. Alameda St., LA	301.01	-				301.01
8/5-8/6	Rental Car Exp (Picked Up Car at John Wayne Airport & Returned to Burbank Airport)	-	-	180.19			180.19
8/5-8/6	1 Night Lodging	-	-	386.85			386.85
8/5-8/6	Hotel Parking	-	-	50.00			50.00
8/5-8/6	SJ Airport Parking Fee	-	-	41.52			41.52
8/6/19	Return Flight from Burbank to San Jose	-	-	135.98			135.98
8/8/19	1. SLDMWA Board Meeting, Los Banos	301.01	104.40				405.41
	2. Special Joint SLDMWA Workshop, Los Banos	-	-				-
8/7-8/8	1 Night Lodging	-	-	141.90			141.90
8/9/19	1. Phone Call w/ Dist Officer Nina Hawk	-	-				-
	2. Phone Call w/ Dist Officer Melanie Richardson	-	-				-
	3. Review / Draft Delta Conveyance Memo	301.01	-				301.01
	4. Mtg w/ Councilmember A. Cormack at City of Palo Alto	-	-				-
8/12/19	1. Phone Call w/ Dist CEO Norma Camacho (Re: So Cal Issues)	-	-				-
	2. Mtg w/ Len Materman of SFCJPA (Re: Legal Issues / Closed Session Planning)	301.01	-				301.01
8/13/19	1. One on One Mtg w/ Dist CEO Norma Camacho	-	-				-
	2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	24.36				325.37
8/14/19	1. Monthly Recycled Water Committee Meeting, Dist HQ	301.01	24.36				325.37
8/15/19	1. Talk to Dist Officer Rick Callender (Re: Tribes and Pacheco Pass Dam)	301.01	-				301.01
8/16/19	1. Phone Call w/ Len Materman of SFCJPA (Re: Legal Issues)	-	-				-
	2. Reading San Luis Low Point EIS	301.01	-				301.01
8/19/19	1. Palo Alto Recycled Water Agreement Mtg (Re: Markup of Agreement)	301.01	-				301.01
8/20/19	1. Phone Call w/ Dist CEO Norma Camacho & Dist Officer Rick Callender	301.01	-				301.01
8/21/19	* 1. Mtg w/ Councilmember Tom DuBois at City of Palo Alto	-	5.80				5.80
	2. SLDMWA Ad Hoc Committee Mtg (Re: Review Leg Ops Cost Allocation)	-	-				-
8/22/19	* 1. SFCJPA Board Meeting at City of East Palo Alto Chambers	-	8.70				8.70
8/23/19	* 1. Update on Palo Alto / Mountain View Recycled Water Agreement	-	-				-
	* 1. Board Audit Committee Meeting, Dist HQ	-	24.36				24.36
8/27/19	1. Water Storage Exploratory Committee Meeting, Dist HQ	-	-				-
	2. Monthly Mtg w/ Dist Counsel Stan Yamamoto	-	-				-
	3. One on One Mtg w/ Dist CEO Norma Camacho	-	-				-
	4. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	24.36				325.37

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
8/29/19	* 1. Mtg on Palo Alto / Mountain View Recycled Water Agreement	-	-				-
	2. Mtg w/ Dist Officer Rick Callender (Re: Discussion of Los Altos, Los Altos Hills, Stanford, etc.)	-	-				-
8/30/19	* 1. Mtg w/ Dist Officer Garth Hall (Re: Discussion on PA Recycled Water Agreement)	-	-				-
	* Exceeded 15 Meetings in August						
9/2/19	1. Phone Call on Palo Alto Utility Advisory Committee Mtg w/ Dist Officer Garth Hall	301.01	-				301.01
9/4/19	1. Palo Alto Utility Advisory Committee Meeting at Palo Alto City Hall	301.01	5.80				306.81
9/5/19	1. Joint Recycled Water Committee Meeting w/ Palo Alto and Mountain View, Dist HQ	301.01	24.36				325.37
	2. Video for Coastal Clean Up	-	-				-
	3. Meeting w/ Denise from TAP, Dist HQ	-	-				-
	4. Interview w/ ABC 7 News Reporter on Grants	-	-				-
9/6/19	1. Meeting on EV Chargers - Tina Yoke	-	-				-
	2. Meeting on Palo Alto / Mountain View Recycled Water Term Sheet	301.01	-				301.01
	3. Meeting w/ Financial Auditor David Alvey of Maze & Associates	-	-				-
9/9/19	1. Phone Mtg w/ John Weed of Alameda County Water District (Re: Del Valle Reservoir)	301.01	-				301.01
9/10/19	1. Conference Call Briefing for SLDWMA Board Meeting	-	-				-
	2. One on One Mtg w/ Dist CEO	-	-				-
	3. Tuesday Regular Board Meeting, Dist HQ	301.01	24.36				325.37
9/11/19	1. Travel to Los Banos for 9/12/19 SLDMWA Board Meeting	301.01	55.10				356.11
9/12/19	1. SLDMWA Board Meeting, Los Banos	301.01	55.10				356.11
	Breakfast Before SLDMWA Board Meeting	-	-	14.00			14.00
	2. SLDMWA AD Hoc Committee for Governance and Other SP-Related Items	-	-				-
9/13/19	1. Phone Meeting w/ Dist Officer Nina Hawk and Garth Hall	301.01	-				301.01
9/16/19	1. Reviewed Delta Conveyance Project Memo from Dir. Kremen, Dir. Estremera & Dir. Keegan	301.01	-				301.01
9/17/19	1. Mtg w/ Palo Alto UAC Member Lauren Segal (Re: Water Recycling Term Sheet)	301.01	2.32				303.33
	2. Conference Call w/ Delta Conveyance Executive Director Brian Thomas (Re: Board Packet Issues)	-	-				-
9/18/19	1. Call w/ Alison Cormack of Palo Alto City Council (Re: Recycling)	-	-				-
	2. Travel to Sacramento for 9/19/19 DCA Finance Authority Board Mtg	301.01	-				301.01
9/19/19	1. DCA Finance Authority Board Mtg, Sacramento	301.01	140.36				441.37
	2. DCA Regular Board Mtg, Sacramento	-	-				-
	3. San Jose Water 17th Annual Community Leadership BBQ	-	-				-
9/18/19	Hotel Internet Charge	-	-	9.95			9.95
9/19/19	Hotel Breakfast Exp	-	-	14.00			14.00
9/20/19	1. Call w/ Adrian Fine of Palo Alto City Council (Re: Term Sheet for Recycling)	301.01	-				301.01
9/21/19	1. Reviewed and Approved Nextdoor Post on Coastal Cleanup Day and Encroachment	301.01	-				301.01

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
9/23/19	* 1. Palo Alto City Council Meeting - Recycled Water Study Session	-	5.80				5.80
9/24/19	1. One on One Mtg w/ Dist CEO	-	-				-
	* 2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	24.36				24.36
9/25/19	* 1. Mtg w/ Tribal Chair V. Lopez	-	24.36				24.36
9/26/19	* 1. SFC JPA Board Meeting at City of Palo Alto	-	5.80				5.80
9/27/19	* 1. Mtg w/ Dist Officer Rick Callender	-	-				-
9/30/19	* 1. Stanford's Water in the West - Dr. Tara Moran (SGMA)	-	-				-
	2. Mtg w/ Dist Officer Garth Hall (Re: Palo Alto, Great Oaks & Stanford Zone of Benefit Letter)	-	-				-
	* Exceeded 15 Meetings in September						
		\$13,545.45	\$867.10	\$1,704.24	\$0.00	\$0.00	\$16,116.79

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
7/1/19	1. One on One Mtg w/ Dist CEO	\$301.01	\$5.22				\$306.23
7/2/19	1. Conference Call w/ Congresswoman Zoe Lofgren	301.01	-				301.01
7/8/19	1. Mtg w/ Dist Officer Nina Hawk	301.01	5.22				306.23
	2. Mtg w/ Dir. Estremera & Dir. Hsueh	-	-				-
7/9/19	1. Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
7/11/19	1. Financial Sustainability Working Group Meeting, Dist HQ	301.01	5.22				306.23
	2. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	-	-				-
7/15/19	1. One on One Mtg w/ Dist CEO	-	5.22				5.22
	2. Environmental and Water Resources Committee Meeting, Dist HQ	301.01	5.22				306.23
7/17/19	1. Quarterly Water Retailers Meeting, Dist HQ	301.01	5.22				306.23
7/22/19	1. One on One Mtg w/ Dist CEO	-	5.22				5.22
	2. Board Policy and Planning Committee Meeting, Dist HQ	301.01	5.22				306.23
7/23/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
7/24/19	1. Santa Clara Valley Water Commission Meeting, Dist HQ	301.01	5.22				306.23
7/25/19	1. Update CVP/SWP Biological Ops & Bay Delta Plan, Dist HQ	-	-				-
	2. Financial Sustainability Working Group Meeting	301.01	5.22				306.23
7/29/19	1. Capital Improvement Program Committee Meeting, Dist HQ	301.01	5.22				306.23
7/31/19	1. One on One Mtg w/ Dist CEO	301.01	5.22				306.23
8/1/19	1. Mtg w/ Dist Staff (Re: CVP / SWP Biological Ops & Bay Delta Plan)	301.01	5.22				306.23
8/6/19	1. Attended Annual Small Business Open House, Dist HQ	301.01	5.22				306.23
8/7/19	1. Active Shooter Training, Dist HQ	301.01	5.22				306.23
8/8/19	1. Monthly FAHCE Ad Hoc Committee Meeting, Dist HQ	301.01	5.22				306.23
8/9/19	1. One on One Mtg w/ Dist CEO	301.01	5.22				306.23
	2. Video Filming at Dist HQ for Valley Water Night @ SJ Giants	-	-				-
8/12/19	1. CIP Ad Hoc Committee Meeting, Dist HQ	301.01	5.22				306.23
	2. Dinner Mtg w/ Katherine Mallon (Executive Director of the DCA)	-	5.80				5.80
8/13/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
8/14/19	1. LAFCO Finance Committee Meeting	301.01	7.54				308.55
8/19/19	1. One on One Mtg w/ Dist CEO	301.01	5.22				306.23
8/25/19	1. Speaker at Celebrate Cambrian & Work at District Booth in Camden Community Center	301.01	2.32				303.33
8/27/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
8/28/19	1. AWWEE - Path to Power: Spotlight on Silicon Valley Women in Utilities Panel, SJ City Hall	301.01	6.61				307.62
8/29/19	1. Financial Sustainability Working Group Meeting, Dist HQ	301.01	5.22				306.23
							-

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
9/16/19	1. One on One Mtg w/ Dist CEO	301.01	5.22				306.23
	2. Board Policy and Planning Committee Meeting, Dist HQ	-	5.22				5.22
9/17/19	1. Water Conservation and Demand Management Committee Meeting, Dist HQ	301.01	5.22				306.23
9/18/19	1. LAFCO Finance Committee Meeting	301.01	7.54				308.55
9/19/19	1. Film Video for National Creek Clean Up	-	-				-
	2. SC Valley Habitat Joint Governing & Implementation Bd Mtg at Morgan Hill Council Chambers	301.01	24.94				325.95
9/22/19	1. Represent Dist at Committee for Green Foothills Event in Woodside	301.01	53.36				354.37
9/23/19	1. CIP Ad Hoc Committee Meeting, Dist HQ	301.01	5.22				306.23
	2. FAHCE Ad Hoc Committee Meeting, Dist HQ	-	-				-
9/24/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	-				301.01
9/26/19	1. Mtg w/ Constituents (Re: Homeless Encampment)	-	3.48				3.48
	2. Financial Sustainability Working Group Meeting, Dist HQ	301.01	5.22				306.23
	3. Mtg w/ Vice Chair Dir. Hsueh	-	-				-
	4. One on One Mtg w/ Dist CEO	-	-				-
		\$10,234.34	\$242.09	\$0.00	\$0.00	\$0.00	\$10,476.43

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
7/1/19	1. Agricultural Water Advisory Committee Meeting, Dist HQ	\$301.01	\$20.88				\$321.89
7/2/19	1. Landscape Committee Meeting, Dist HQ	301.01	20.88				321.89
	2. Briefing w/ Dist Staff (Re: SCRWA Board Meeting), Dist HQ	-	-				-
7/3/19	1. SCRWA Board Meeting at 1500 Southside Drive, Gilroy, CA	301.01	44.08				345.09
7/8/19	1. Mtg w/ J. Marlowe of River Oaks Neighborhood Assoc & J. Semanik of Penitencia Neighborhood Assoc	-	4.64				4.64
	2. Lunch Mtg w/ Sr. Asst Dist Counsel Anthony Fulcher (Re: Legal Contract/Recycled Water Issues)	301.01	20.88				321.89
7/9/19	1. Briefing for SLDWMA Board Meeting	-	-				-
	2. Tuesday Regular Board Meeting, Dist HQ	301.01	20.88				321.89
7/11/19	1. SLDMWA Board Meeting, Los Banos	301.01	20.88				321.89
7/12/19	1. Mtg w/ Dist Counsel Stan Yamamoto (Re: Dist Legal Issues)	301.01	20.88				321.89
	AT&T Internet Service Charge - Bill Issue Date 6/30/19	-	-			\$52.65	52.65
7/15/19	1. Mtg w/ Dist CEO	301.01	20.88				321.89
7/16/19	1. Attended Silicon Valley Capital Club "Save the Bay" Event	301.01	11.60				312.61
7/17/19	1. Quarterly Water Retailers Meeting, Dist HQ	301.01	20.88				321.89
7/23/19	1. Monthly EA Union Meeting, Dist HQ	-	-				-
	2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	20.88				321.89
7/25/19	1. Milpitas Chamber of Commerce Annual 2019 Awards Event at Embassy Suites Hotel, Milpitas	301.01	9.28				310.29
7/26/19	1. La Raza Roundtable Meeting at Center for Training and Careers, San Jose	301.01	11.60				312.61
7/29/19	1. "Family Emergency Preparedness Day" Event at Berryessa Community Center	301.01	1.16				302.17
7/31/19	1. Dist Staff Briefing on Valley Water Services to City of Sunnyvale, Dist HQ	301.01	20.88				321.89
	Fax Line - Plans & Service Chg - Billing Date 7/19/19	-	-			49.11	49.11
8/5/19	1. Homeless Encampment Ad Hoc Committee Meeting, Dist HQ	301.01	20.88				321.89
8/6/19	1. Landscape Committee Meeting, Dist HQ	301.01	20.88				321.89
	2. Penitencia Neighborhood Association & Community "National Night Out"	-	1.16				1.16
8/7/19	1. Homeland Security Training, Dist HQ	301.01	20.88				321.89
8/8/19	1. SLDMWA Board Meeting, Los Banos	301.01	35.96				336.97
8/12/19	1. Dinner Mtg w/ Katherine Mallon (Executive Director of the DCA)	301.01	11.60				312.61
8/13/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	20.88				321.89
8/15/19	1. Meeting w/ Dist Legal Counsel Stan Yamamoto on Coyote Creek Homeless Issues	301.01	20.88				321.89
	2. Attended Dist Employee Liz Bettencourt Retirement Party	-	-				-
8/16/19	1. Mtg w/ Councilmember Jimenez at San Jose City Hall	301.01	11.60				312.61
8/20/19	1. Meeting on Homeless Encampment Ad Hoc Committee Action, Dist HQ	301.01	20.88				321.89
8/21/19	1. Lunch Mtg w/ Dir. Estremera & County Supervisor Chavez at 88 S 4th Street, San Jose	301.01	11.60				312.61
	Lunch Exp	-	-		\$43.04		43.04
	Lunch Exp Allocated to Dir. Estremera	-	-		(21.52)		(21.52)
8/22/19	1. SCC Emergency Operational Area Council Meeting at Sheriffs Auditorium, 55 W. Younger Ave, SJ	301.01	9.28				310.29

1-Compensation for meetings up to 15 days per month effective 3/9/19.
2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
8/26/19	1. Meeting w/ Dist Legal Counsel Stan Yamamoto on Legal Issues	-	-				-
	2. Lunch Mtg w/ Dir. Estremera & Assistant Dist Counsel Rita Chan (Re: Upper Berryessa Proj. Litigation)	301.01	20.88				321.89
	Lunch Exp	-	-	73.97			73.97
	Lunch Exp Allocated to Dir. Estremera	-	-	(36.98)			(36.98)
8/27/19	1. Water Storage Exploratory Committee Meeting, Dist HQ	301.01	-				301.01
	2. Monthly Employees Association Union Meeting, Dist HQ	-	-				-
	3. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	20.88				20.88
8/29/19	1. SVAWPC Tour w/ Vice Mayor Chappie Jones	-	13.92				13.92
	2. Mtg w/ SJ Deputy City Manager Angel Rios, Jr.	301.01	11.60				312.61
8/30/19	1. La Raza Roundtable Meeting at Center for Training and Careers, San Jose	301.01	11.60				312.61
	AT&T Internet Service Charge - Bill Issue Date 7/31/19	-	-			52.65	52.65
	Fax Line - Plans & Service Chg - Billing Date 8/19/19	-	-			48.78	48.78
9/2/19	1. South Bay Labor Council Labor Day Picnic Event	-	17.40				17.40
9/3/19	1. Lunch Mtg w/ SVLG Christophe LaBelle (Re: District Projects and Priorities)	301.01	9.28				310.29
	Lunch Exp	-	-	37.76			37.76
9/4/19	1. SCRWA Board Meeting at 1500 Southside Drive, Gilroy, CA	-	-				-
	2. Joint Water Resources Committee Meeting at SCRWA, Gilroy	301.01	42.92				343.93
	3. Hiring Our Heroes Event at 905 W Maude Ave., Sunnyvale	-	17.40				17.40
	4. River Oaks Neighborhood Association Meeting at Elan Apartments Community Room, San Jose	-	12.76				12.76
9/6/19	1. Meeting w/ Don Rocha, Supervisor D. Cortese's Chief of Staff (Re: Coyote Creek Homeless Activities)	301.01	-				301.01
9/8/19	1. Travel to San Diego for 34th Annual WaterReuse Symposium	-	9.28				9.28
9/9/19	1. 34th Annual WaterReuse Symposium, 333 West Harbor Drive, San Diego	301.01	-				301.01
9/10/19	1. 34th Annual WaterReuse Symposium, 333 West Harbor Drive, San Diego	301.01	-				301.01
9/11/19	1. 34th Annual WaterReuse Symposium, 333 West Harbor Drive, San Diego	301.01	9.28				310.29
9/8-9/11	Registration Fee	-	-	775.00			775.00
9/8-9/11	Air Fare	-	-	117.97			117.97
9/8-9/11	Meals	-	-	50.78			50.78
9/8-9/11	3 Nights Lodging	-	-	2,350.19			2,350.19
9/11/19	Skycap Tips & Room Maid Tips	-	-	13.00			13.00
9/12/19	1. SLDMWA Board Meeting, Los Banos	301.01	20.88				321.89
	AT&T Internet Service Charge - Bill Issue Date 8/31/19	-	-			52.65	52.65
9/13/19	1. Interview w/ ABC TV News Reporter on South Shoreline Project at Alviso Marina County Park	-	13.92				13.92
9/17/19	1. Water Conservation and Demand Management Committee Meeting, Dist HQ	301.01	20.88				321.89
	2. Meeting on Environmental Cleanup Day Along Coyote Creek, Dist HQ	-	-				-
9/18/19	1. Mtg w/ Dist Employees for Chit Chat Sessions, Dist HQ	301.01	20.88				321.89
	2. Alviso Community Meeting	-	13.92				13.92

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
9/19/19	1. Homeless Encampment Meeting at 49 North 4th Street, San Jose	-	11.60				11.60
	2. Santa Clara Rotary Club Lunch Mtg at Mariani's Inn, 2500 El Camino Real	301.01	13.92				314.93
	Luncheon Fee	-	-	25.00			25.00
	3. San Jose Water 17th Annual Community Leadership BBQ	-	27.26				27.26
9/20/19	1. Mtg w/ Staff of Republic Services Inc at Mil's Diner, Milpitas (Re: Coyote Homeless Cleanup Event)	301.01	9.28				310.29
9/21/19	1. Coastal Cleanup Day Event	301.01	23.20				324.21
9/23/19	1. Ribbon Cutting Ceremony at Alviso Marriott Hotel, San Jose	-	13.92				13.92
	2. Guadalupe River (Tasman-I-880) Project Community Mtg at Hughes Elementary School, Santa Clara	301.01	13.92				314.93
9/24/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	20.88				321.89
9/25/19	1. Santa Clara County Farm Bureau Tour	301.01	20.88				321.89
9/27/19	* 1. Update on Homeless Pilot Project Mtg w/ SJ Police Chief Garcia	-	20.88				20.88
	2. La Raza Roundtable Meeting at Center for Training and Careers, San Jose	-	11.60				11.60
9/30/19	1. Homeless Encampment Ad Hoc Committee Meeting, Dist HQ	-	20.88				20.88
	Fax Line - Plans & Service Chg - Billing Date 9/19/19	-	-			48.75	48.75
	* Exceeded 15 Meetings in September						
TOTALS		\$13,545.45	\$993.54	\$3,428.21	\$0.00	\$304.59	\$18,271.79

1-Compensation for meetings up to 15 days per month effective 3/9/19.
2-Reimbursement for mileage @ \$0.58/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 9/30/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: JOHN VARELA

MEETING		GROSS		BOARD	BOARD	COMMUNICATIONS	
DATE	PURPOSE / LOCATION OF MEETING	FEE ¹	MILEAGE ²	APPROVED ³	ALLOCATED ⁴	CHARGES ⁵	TOTALS
7/1/19	1. Agricultural Water Advisory Committee Meeting, Dist HQ	\$301.01	\$24.36				\$325.37
7/2/19	1. Briefing for South County Regional Wastewater Authority Monthly Board Meeting	301.01	-				301.01
	2. Conference Call w/ Dist Staff David Tucker on a District Project	-	-				
7/3/19	1. SCRWA Board Meeting at 1500 Southside Drive, Gilroy, CA	301.01	16.24				317.25
7/8/19	Full Conf Reg & Meals - ACWA 2019 Fall Conference & Exhibition, San Diego - 12/3/19-12/6/19	-	-	\$725.00			725.00
7/9/19	1. Tuesday Regular Board Meeting, Dist HQ	301.01	24.36				325.37
7/10/19	1. Open Space Credit Mtg w/ Dist CFO Darin Taylor, Dist HQ	301.01	24.36				325.37
7/11/19	1. SLDMWA Board Meeting, Los Banos	301.01	12.76				313.77
7/12/19	1. Upper Llagas Creek Watershed Project Elected Officials Mtg at Morgan Hill Council Chambers	301.01	8.12				309.13
7/17/19	1. Meeting on Upper Llagas, Dist HQ	301.01	24.36				325.37
7/22/19	1. Mtg w/ Dir. Hsueh (Re: Open Space Credit AG Discussion), Dist HQ	301.01	24.36				325.37
	2. District 30 Assemblymember Robert Rivas Meeting, Morgan Hill		-				-
7/23/19	1. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	24.36				325.37
7/24/19	1. Morgan Hill Chamber of Commerce Board Meeting	301.01	24.36				325.37
	2. Conference Call w/ Senior Assistant Dist Counsel Brian Hopper		-				-
7/25/19	1. Brown Bag Event at Dist HQ - "All the Queens Horses" Movie	301.01	24.36				325.37
7/26/19	1. Mtg w/ Consultant V. Freeman & Chief Ohlone Costanoan Tribe (Re: Pacheco Dam Proj) at Indian Canyon	301.01	44.08				345.09
7/28/19	1. Gilroy Garlic Festival at Christmas Hill Park, Gilroy	301.01	9.28				310.29
7/30/19	1. Mtg w/ Ag Water Advisory Committee Member Tim Chiala at Morgan Hill	301.01	2.90				303.91
7/31/19	* 1. Mtg w/ Amy McElroy, Communications Director for Assemblymember Robert Rivas at Morgan Hill	-	4.06				4.06
	* Exceeded 15 Meetings in July						-
8/5/19	1. Homeless Encampment Ad Hoc Committee Meeting, Dist HQ	301.01	24.36				325.37
	2. Upper Llagas Flood Protection Project Pre-Construction Community Mtg at Morgan Hill Community Center	-	-				-
8/6/19	1. Travel to Sacramento for ACWA Agriculture Committee Meeting & Quarterly Committee Forum	301.01	162.40				463.41
8/7/19	1. ACWA Agriculture Committee Meeting & Quarterly Committee Forum, Sacramento	301.01	-				301.01
8/8/19	1. ACWA Agriculture Committee Meeting & Quarterly Committee Forum, Sacramento	301.01	-				301.01
8/9/19	1. ACWA Energy Committee Meeting	301.01	-				301.01
8/6-8/7	Meals Expenses	-	-	38.35			38.35
8/6-8/9	3 Nights Lodging	-	-	860.40			860.40
8/6-8/9	Hotel Parking	-	-	87.00			87.00
8/8/19	Hotel Dinner Exp	-	-	30.00			30.00
8/13/19	1. Tour Sargent Ranch w/ Ann Marie Sayers Tribal Chair of Indian Canyon & Consultant Verne Freeman	301.01	23.20				324.21
	2. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	-	24.36				24.36
8/15/19	1. CreaTV Interview (Re: Anderson Dam / Reservoir & WSMP)	301.01	29.00				330.01

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(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
8/19/19	1. Mtg w/ Dist CEO & Officer Rick Callender on Pacheco and Ohlone Tribe, Dist HQ	301.01	24.36				325.37
8/20/19	1. SJW Montevina Water Treatment Plant Tour at Montevina Water Treatment Plant, Los Gatos	301.01	35.96				336.97
8/21/19	1. Morgan Hill Chamber of Commerce Board Mtg at Union Bank, Morgan Hill	301.01	2.90				303.91
	2. Morgan Hill Rotary Club Presentation at Morgan Hill Community Center	-	4.06				4.06
8/22/19	1. Mtg w/ Santa Clara County Farm Bureau (Re: Open Space Credit Plan), Morgan Hill	301.01	5.00				306.01
8/23/19	1. Morgan Hill Chamber of Commerce Education Committee Mtg at Union Bank, Morgan Hill	301.01	2.90				303.91
8/27/19	1. Water Storage Exploratory Committee Meeting, Dist HQ	-	-				-
	2. Tribal Relations Discussion Mtg, Dist CEO's Office	-	-				-
	3. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	24.36				325.37
8/28/19	1. Upper Llagas Flood Protection Project Groundbreaking Ceremony, Morgan Hill	301.01	2.90				303.91
9/3/19	1. SCC Farm Bureau Monthly Meeting at 605 Tennant Ave., Suite H, Morgan Hill	301.01	2.90				303.91
9/4/19	1. SCRWA Board Meeting at 1500 Southside Drive, Gilroy	301.01	16.24				317.25
9/5/19	1. ACWA Region 5 Event at EBMUD Office, 375 11th St., Oakland	301.01	74.24				375.25
	Parking Fee	-	-		24.00		24.00
	Event Ticket Fee	-	-		35.00		35.00
9/6/19	1. Mtg w/ Councilmember Jimenez, San Jose	301.01	12.76				313.77
	2. Mtg w/ Congresswoman Lofgren, San Jose	-	16.82				16.82
9/7/19	1. "Gavilan College Through the Decades" Gala Event at Gavilan College	301.01	16.24				317.25
	Event Ticket Fee	-	-		134.24		134.24
9/10/19	1. One on One Mtg w/ Dist CEO Norma Camacho	-	-				-
	2. Mtg on Water Management Education in High Schools and Community Colleges, Dist HQ	-	-				-
	3. Tuesday Regular Board Meeting, Dist HQ	301.01	24.36				325.37
9/11/19	1. Meeting w/ Dir. Hsueh on Open Space Credit Group, Dist HQ	301.01	24.36				325.37
	2. Meeting at Dist HQ on Legacy Signage Effort - Main Madrone Pipeline	-	-				-
9/12/19	1. SLDMWA Board Meeting, Los Banos	301.01	67.28				368.29
9/13/19	1. Gilroy Chamber of Commerce GRC Meeting	301.01	10.44				311.45
	2. Homeless Encampment Meeting at Gilroy Police Dept	-	-				-
9/17/19	1. JVSU Tour Bank of Italy Building, San Jose	301.01	30.16				331.17
	Parking Fee	-	-		12.00		12.00
9/19/19	1. Madrone Pipeline Restoration Project Community Thank You Event at Coyote Pump Plant, MH	301.01	5.80				306.81
	2. SVLG 2019 Public Official & Civic Leader Staff "Thank You" Event at Levi's Stadium	-	37.12				37.12
9/20/19	1. Joint Venture Silicon Valley Board Meeting at The Sobrato Center for Nonprofits, Redwood City	301.01	59.16				360.17
9/21/19	1. Coastal Cleanup Day Event at Site #5 TEEC Gilroy	301.01	11.60				312.61

1-Compensation for meetings up to 15 days per month effective 3/9/19.

2-Reimbursement for mileage @ \$0.58/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 9/30/19
(Unaudited ~ for Board of Directors review)**

DIRECTOR: JOHN VARELA

MEETING		GROSS		BOARD	BOARD	COMMUNICATIONS	
DATE	PURPOSE / LOCATION OF MEETING	FEE ¹	MILEAGE ²	APPROVED ³	ALLOCATED ⁴	CHARGES ⁵	TOTALS
9/24/19	1. One on One Mtg w/ Dist CEO	-	-				-
	2. Update on Groundwater Benefit Zone Study	-	-				-
	3. Closed Session Mtg & Tuesday Regular Board Meeting, Dist HQ	301.01	24.36				325.37
9/25/19	1. Morgan Hill Chamber of Commerce Board Meeting	301.01	2.90				303.91
	1. Valley Water Presentation to Retired Public Employees, San Jose	-	12.76				12.76
	1. District OLA / ABE Hispanic Heritage Month Event, Dist HQ Patio	-	16.82				16.82
9/27/19	* 1. Morgan Hill Chamber of Commerce Education Committee Mtg	-	2.90				2.90
9/30/19	* 1. Update on Groundwater Benefit Zone Study	-	24.36				24.36
	2. Homeless Encampment Ad Hoc Committee Meeting, Dist HQ	-	-				-
	* Exceeded 15 Meetings in September						
		<u>\$13,244.44</u>	<u>\$1,151.66</u>	<u>\$1,945.99</u>	<u>\$0.00</u>	<u>\$0.00</u>	<u>\$16,342.09</u>

1-Compensation for meetings up to 15 days per month effective 3/9/19.
2-Reimbursement for mileage @ \$0.58/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

File No.: 19-1141

Agenda Date: 12/10/2019

Item No.: 3.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt Revisions to the Board Governance Policy Executive Limitation 5 required by Assembly Bill (AB) 707 (Kalra) Valley Water Contracting.

RECOMMENDATION:

Review and adopt proposed revisions to the Board Governance Policy Executive Limitation (EL) 5 in accordance with AB 707 (Kalra) effective January 1, 2020.

SUMMARY:

This item allows the Board to discuss and act on the following:

1. Revision to Board Governance Policy EL- 5.1.1
2. Revisions to Board Governance Policy EL- 5.3.1

Board Governance Policy EL-5.1.1 outlines the current Public Contract Code (PCC) that defines Valley Water's informal bid threshold.

On September 6, 2019, AB 707 (Kalra) was approved by Governor Newsom, taking effect on January 1, 2020, and increasing Valley Water's informal bid threshold through amendments to Public Contract Code (PCC) Section 21161, and the addition of PCC Section 21160.5. To ensure Board Governance Policies reflect these statutory changes, staff recommends revisions to Board Policy EL-5.1 for Board adoption (proposed new text in **red font** and deleted text has a ~~strikethrough~~).

While not required by the statutory amendment, staff also recommends that the \$25,000 limit set forth in EL 5.3.1 (Financial commitments less than or equal to \$25,000) be increased to \$50,000 to allow greater flexibility. The revised EL-5.1.1 and EL-5.3 are set forth below. So that the updates take effect with the effective date of the statutory changes, it is further recommended that the Board approve these with an effective date of January 1, 2020.

Board Policy EL-5: With respect to purchasing and contracts activities, use a fair, open and expeditious process and stay within the Board's authorized expenditures. Further a Board Appointed Officer (BAO) shall:

EL-5.1 Not make a single purchase, contract, 3rd party claim settlement of liability, or any other

financial commitment in amounts great than the following unless authorized by the Board.

EL-5.1.1 For Construction Contracts-- ~~\$25,000~~ **\$50,000.**

EL-5.3 Not make a single purchase, contract, or any other financial commitment without a competitive procurement process, unless authorized by the Board or one of the following exemptions is applicable:

EL-5.3.1 Financial commitments less than or equal to ~~\$25,000~~ **\$50,000.**

Adopting these staff recommendations ensures Valley Water is in alignment with the intent of AB 707.

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: AB707 (Kalra, 2019) Valley Water Contracting

UNCLASSIFIED MANAGER:

Tina Yoke, 408-630-2385

SECTION 1.

Section 21160.5 is added to the Public Contract Code, to read:

21160.5.

As used in this article:

(a) "Board" means the board of directors of the Santa Clara Valley Water District.

(b) "District" means the Santa Clara Valley Water District.

SEC. 2.

Section 21161 of the Public Contract Code is amended to read:

21161.

(a) For any improvement or unit of work done by district personnel, the estimated cost of the work shall not exceed fifty thousand dollars (\$50,000), except under the following circumstances:

(1) The work consists of channel protection.

(2) The work consists of maintenance work as defined in subdivision (d) of Section 22002.

(3) The work consists of environmental preservation or habitat management.

(4) The work consists of emergency work.

(b) With the approval of the board, in accordance with board policy that has been adopted in an open meeting, any improvement or unit of work not performed by district personnel and estimated by the engineer to cost in excess of fifty thousand dollars (\$50,000) shall be done by contract and shall comply with the following formal competitive bidding process:

(1) All contracts shall be let to the lowest responsible bidder or bidders in the manner provided in this article. The board shall first determine whether the contract shall be let as a single unit for the whole of the work, or shall be divided into severable parts, or both, according to the best interests of the district.

~~*(a) (2) Any improvement or unit of work not performed by district personnel and estimated by the engineer to cost in excess of twenty five thousand dollars (\$25,000) shall be done by contract. All contracts shall be let to the lowest responsible bidder or bidders in the manner provided in this article. The board shall first determine whether the contract shall be let as a single unit for the whole of the work, or shall be divided into severable parts, or both, according to the best interests of the district. The board shall*~~ call for bids and advertise the call by three insertions in a daily newspaper of general circulation or by two insertions in a weekly newspaper of general circulation printed and published in the district inviting sealed proposals for the construction or performance of the improvement or work before any contract is made. The call for bids shall state whether the work is to be performed as a unit for the whole thereof or shall be divided into severable specific parts, or both, as stated in the call. The board may let the work by single contract or it may divide the work into severable parts by separate contracts, as stated in the call, according to the best interests of the district. ~~*The board shall require the successful bidder or bidders to file with the board good and sufficient bonds to be approved by the board conditioned upon the faithful performance of the contract and upon the payment of their claims for labor and material, the bonds to contain the terms and conditions set forth in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and to be subject to the provisions of that title. The board shall also have the right to reject any bid. In the event all proposals are rejected or no proposals are received pursuant to advertisement, or the estimated cost of the work does not exceed five thousand dollars (\$5,000), or the work consists*~~

AB 707 (Kalra, 2019) Valley Water Contracting – AS AMENDS THE LAW
Enrolled Text Signed by Governor

~~of channel protection, maintenance work, or emergency work, the board may, without advertising for bids, have the work done by force account. In case of an emergency, if notice for bids to let contracts will not be given, the board shall comply with Chapter 2.5 (commencing with Section 22050). The district may purchase in the open market, without advertising for bids, materials and supplies for use in any work either under contract or by force account.~~

(3) The board shall require the successful bidder or bidders to file with the board good and sufficient bonds to be approved by the board conditioned upon the faithful performance of the contract and upon the payment of their claims for labor and material, the bonds to contain the terms and conditions set forth in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code and to be subject to that title.

(4) The board may reject any bid. If all proposals are rejected or no proposals are received pursuant to advertisement, or the work consists of channel protection, maintenance work, environmental preservation or habitat management, or emergency work, the board may, without advertising for bids, have the work done by force account.

(c) In case of an emergency, if notice for bids to let contracts will not be given, the board shall comply with Chapter 2.5 (commencing with Section 22050).

(d) The district may purchase in the open market, without advertising for bids, materials and supplies for use in any work either under contract or by force account.

~~(b)~~ *(e)* The provisions of this section requiring competitive bidding and the award of contracts to the lowest responsible bidder are inapplicable to the extent the improvement or unit of work is to be performed on its own facilities by a public utility subject to the jurisdiction of the California Public Utilities Commission.

(f) Notwithstanding any other law, the district may elect to participate in the Uniform Public Construction Cost Accounting Act (Chapter 2 (commencing with Section 22000)).



Santa Clara Valley Water District

File No.: 19-1160

Agenda Date: 12/10/2019

Item No.: *3.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Accept the CEO Bulletins for the Weeks of November 22-28, and November 29 Through December 5, 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: 112819 CEO Bulletin

*Attachment 2: 120519 CEO Bulletin

File No.: 19-1160

Agenda Date: 12/10/2019
Item No.: *3.3.

UNCLASSIFIED MANAGER:
Norma Camacho, 408-630-2084

CEO BULLETIN



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

Week of November 22 – November 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>	Hazardous Waste Minimization Efforts
<u>2</u>	Regional Water Quality Control Board Appointments
<u>3</u>	Senate Bill 142 Lactation Accommodation
<u>4</u>	Update to the Pajaro River Watershed and Bay Area Integrated Regional Water Management Plans
<u>5</u>	<u>Kremen</u> Director Kremen is requesting a list of small community services districts and well owner associations that can support small water districts. I-19-0019

1. Hazardous Waste Minimization Efforts

During the upcoming Water Utility Enterprise winter maintenance period, Valley Water will be making repairs to the sulfuric acid tank at the Santa Teresa Water Treatment Plant. A significant amount of sulfuric acid, 10,000 gallons, was present in the tank which needed to be removed prior to staff implementing repairs. In lieu of disposing the sulfuric acid as hazardous waste, a strategic decision was made to transfer the sulfuric acid from the Santa Teresa Water Treatment Plant to other Valley Water facilities to meet waste minimization requirements and to realize a significant cost savings.

Valley Water arranged to have a qualified chemical vendor transport the sulfuric acid between facilities. On November 14, 2019, one load of 5,000 gallons of sulfuric acid was transferred to the Penitencia Water Treatment Plant, and an additional load will be delivered to the Silicon Valley Advanced Water Purification Center as space becomes available in their tank. One of the significant benefits of doing this chemical transfer relates to the Environmental Protection Agency's (EPA) hazardous waste regulations. The EPA requires generators of hazardous waste to incorporate "waste minimization" practices that demonstrate a good faith effort to minimize the amount of hazardous waste generated. This practice of transporting the sulfuric acid to other Valley Water facilities and utilizing the chemical, as intended, is one way that demonstrates Valley Water's efforts to reduce hazardous waste and help meet the EPA's requirement for waste minimization.

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

2. Regional Water Quality Control Board Appointments

On Friday, November 22, 2019, Governor Newsom announced numerous reappointments to regional water quality control boards across the state. They included the following reappointments of interest to Valley Water.

William Kissinger, 59, of Mill Valley, was reappointed to the San Francisco Regional Water Quality Control Board, where he has served since 2012. Kissinger has been a partner at Morgan Lewis and Bockius since 2014. He was a partner at Bingham McCutchen from 2003 to 2014, senior deputy legal affairs secretary in the Office of Governor Gray Davis from 2001 to 2003, senior advisor for international economic policy for the National Economic Council at the White House from 2000 to 2001, and special assistant to the legal adviser at the U.S. Department of State from 1997 to 2000. Kissinger earned a Juris Doctor degree from the University of California, Berkeley School of Law. This position requires State Senate confirmation and the compensation is \$250 per diem. Kissinger is a Democrat.

Michael Johnston, 67, of Watsonville, was reappointed to the Central Coast Regional Water Quality Control Board, where he has served since 2011. Johnston was a consultant for Teamsters Local 890 and Teamsters Joint Council 7 from 2012 to 2017. He was campaign co-coordinator for Anna Caballero for Assembly in 2016, a consultant for Teamsters Local 948 and the California Teamsters State Council of Cannery and Food Processing Unions in 2011 and Salinas campaign coordinator for Anna Caballero for California State Senate in 2010. Johnston was campaign coordinator in the strategic research and campaigns department for the International Brotherhood of Teamsters from 2006 to 2009 and a business representative for Teamsters Local 890 from 1988 to 2005. This position requires Senate confirmation and the compensation is \$250 per diem. Johnston is a Democrat.

Jean-Pierre Wolff, 70, of San Luis Obispo, was reappointed to the Central Coast Regional Water Quality Control Board, where he has served since 2010. Wolff has been a viticulturist and owner of Wolff Vineyards since 1999. He was an independent technology consultant from 2000 to 2002, senior vice president at Global Energy Services from 1998 to 2000, and vice president and corporate officer at Electro-Test Inc. from 1981 to 1998. Wolff is vice president of the Coastal San Luis Resource Conservation District, chairman of the San Luis Obispo County Agriculture Liaison Advisory Board, and a member of the Dean's Advisory Council of the Cal Poly College of Agriculture, Food and Environmental Science at Cal Poly, San Luis Obispo. He earned a Doctor of Philosophy degree in science and technology from Walden University and a Master of Business Administration degree from Pepperdine University. This position requires Senate confirmation and the compensation \$250 per diem. Wolff is a Republican.

Staff is preparing letters of congratulations from the Valley Water Board Chair to each of these reappointed members.

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

3. Senate Bill 142 Lactation Accommodation

California Senate Bill (SB) 142 was signed by the Governor on October 10, 2019 and will take effect January 1, 2020. The bill expands worker protections for lactation accommodation. SB 142 requires the following:

- 1) Requires that a lactation room be safe and free of hazardous materials, contain a surface

to place a breast pump and personal items, include a place to sit, have access to electricity or alternative devices needed to operate an electric or battery-powered breast pump, not be a bathroom and be in proximity to the employee's work area, shielded from view, and free from intrusion.

- 2) Requires that an employer provide access to running water and a refrigerator or employee-provided cooler in close proximity to the employee's workspace.
- 3) Requires employers to educate employees on their rights, including the process by which employees are able to request lactation accommodation, employer obligations, and the right of employees to file complaints with the Labor Commissioner. The employer must make this policy available to employees upon hire and when a lactation accommodation request is made.
- 4) Prohibits an employer from discharging, acting discriminatingly towards or retaliating against an employee for exercising or attempting to exercise any right to lactation accommodation.
- 5) Imposes a fine of \$100 for each day that an employee is denied reasonable break time or adequate space to express milk.

Valley Water's Human Resources, District Counsel and Facilities Management have reviewed SB 142 and has determined Valley Water is already compliant with all facilities and employment requirements.

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

4. Update to the Pajaro River Watershed and Bay Area Integrated Regional Water Management Plans

Valley Water participates in the Pajaro River Watershed (Pajaro) Integrated Regional Water Management (IRWM) and the Bay Area IRWM regions. IRWM is a collaborative effort among a diversity of regional stakeholders to identify and implement water management solutions that increase regional self-reliance, reduce conflict, and achieve social, environmental, and economic objectives of the region. Each IRWM region develops a plan that defines regional interests, issues, and water management objectives and strategies. Per California Department of Water Resources (DWR) guidelines, the Regional Water Management Group (RWMG) oversees the development and maintenance of the IRWM plan (Plan).

DWR released new Plan guidelines in 2016 and the IRWM Proposition 1 funding solicitation (Prop 1) in 2019. To be eligible for Prop 1 funding, regions are required to have a Plan that meets the 2016 guidelines. The Pajaro RWMG unanimously adopted their updated Plan on October 22, 2019, and the Bay Area RWMG unanimously adopted their updated Plan on October 28, 2019. Pajaro is submitting a Prop 1 proposal that requests funding for Advanced Metering Infrastructure in Gilroy. The Bay Area is submitting a Prop 1 proposal that requests funding for the following Santa Clara County projects:

- 1) River Oaks Stormwater Capture Project (City of San Jose is project sponsor)
- 2) Bay Area Regional Water Conservation (Valley Water is one of nine agency sponsors)
- 3) Palo Alto Flood Basin Tide Gates Improvements (Valley Water is project sponsor)
- 4) San Francisquito Creek Flood Protection, Ecosystem Restoration, and Recreation (San Francisquito Creek Joint Powers Authority is project sponsor)

The Bay Area proposal was due November 15, 2019, and the Pajaro proposal is due December 20, 2019.

The Pajaro and Bay Area Plans will be submitted to DWR prior to Prop 1 proposal submission to ensure Prop 1 funding eligibility. Once DWR approves the Plans, each agency on the RWMG or

submitting a project for Prop 1 funding will need to adopt their respective Plan. Valley Water plans to recommend the adoption of the DWR-approved Pajaro and Bay Area Plans to the Board of Directors in January or February 2020.

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

5. Kremen

**Director Kremen is requesting a list of small community services districts and well owner associations that can support small water districts.
I-19-0019**

The State Division of Financial Assistance provides funding opportunities for drinking water system improvements; provides support for small water systems and for improving technical, managerial, and financial capacity; and certifies drinking water treatment and distribution operators. Small water systems interested in learning about related support can contact the Division of Financial Assistance at (916) 327-9978 or at

https://www.waterboards.ca.gov/water_issues/programs/grants_loans/.

Several organizations that may be able to provide technical or financial assistance for small water systems include:

California Rural Water Association: <https://calruralwater.org/>

Rural Community Assistance Corporation: <https://www.rcac.org/>

American Water Works Association: <https://www.awwa.org/>

The State Water Resources Control Board, Division of Drinking Water (DDW) regulates Public Water Systems that have more than fifteen (15) service connections while the Santa Clara County Department of Environmental Health (DEH) regulates State Small Water Systems with five (5) to fourteen (14) service connections. Private domestic wells with fewer than five service connections are not regulated by DDW or DEH. Both DDW and DEH maintain lists of water systems they regulate, but these lists are not published.

For more information, please contact Bhavani Yerrapotu at (408) 630-2735.

CEO BULLETIN



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

Week of November 29 – December 5, 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>	2019 Silicon Valley Advanced Water Purification Center (SVAWPC) Shutdown for Annual Maintenance
<u>2</u>	City of Milpitas — Contaminant Overflow Prevention Project B3 Grant Closeout
<u>3</u>	Continuous Improvement: Continued Effort to Minimize Respirable Crystalline Silica Dust Exposure
<u>4</u>	Upcoming Rinconada Water Treatment Plant (RWTP) System Outage

1. 2019 Silicon Valley Advanced Water Purification Center (SVAWPC) Shutdown for Annual Maintenance

Beginning December 2, 2019, the Silicon Valley Advanced Water Purification Center (SVAWPC) will be shut down for two (2) weeks to carry out a number of annual maintenance projects: chemical tank inspections, preventative maintenance activities and biennial electrical testing. In addition, Valley Water's plant maintenance and engineering team will complete a motor replacement for one of the reverse osmosis feed pumps.

This shutdown is planned to occur annually in December when the recycled water demand is low. During this period, South Bay Water Recycling customers might experience different water quality due to a higher level of total dissolved solids.

SVAWPC is scheduled to return to service by the end of the workday on December 13, 2019.

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

2. City of Milpitas — Contaminant Overflow Prevention Project B3 Grant Closeout

The City of Milpitas received a \$30,745 Safe, Clean Water B3: Pollution Prevention Grant for the Contaminant Overflow and Backflow Prevention Project. The project began on June 30, 2018 and was completed on January 1, 2019. The City purchased and installed thirty (30) SmartCover devices at strategic manhole locations adjacent to water bodies and creeks to prevent contaminants from entering nearby waterways in the event of a sanitary sewer overflow.

The SmartCover technology provides real-time security intrusion detection and continuous monitoring of sewage levels at manholes. This technology has the capability of transmitting alarms to forewarn the City of a potential sanitary sewer overflow, allowing the City to immediately dispatch staff to locations of concern and reduce the likelihood of an overflow. The success of this project will be measured by both the reduction of future sanitary sewer overflows and the reduction of contaminants entering creeks and nearby waterways.

Key Outcomes

1. Proactive prevention and reduction of sanitary sewer overflows.
2. Improved sanitary sewer overflow response time.
3. Increased protection to the health and safety of the public and environment.

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

3. Continuous Improvement: Continued Effort to Minimize Respirable Crystalline Silica Dust Exposure

The California Occupational Safety and Health Administration (Cal/OSHA) has reduced worker's occupational exposures to crystalline silica dust from a permissible exposure limit (PEL) of 250 ug/m³ (micrograms per cubic meter) to the new lower PEL of 50 ug/m³. Crystalline silica is present in a variety of construction materials such as concrete, cement, sand, soil, brick, masonry, block, stone, mortar, paints, and drywall. During maintenance or construction activities, these materials can be disturbed through abrading, drilling, cutting, or chipping which can result in the release of airborne crystalline silica particulates.

To further protect Valley Water staff while working with crystalline silica, Environmental Health & Safety (EH&S) collaborated with Class Four staff to procure commonly used tools that are equipped with High-Efficiency Particulate Air (HEPA)/dust capturing vacuum systems, or water spray systems designed to keep silica dust levels down. Valley Water's local tool distributor provided an on-site demonstration of how to properly set up, utilize, and maintain this new equipment for Valley Water field crews. During the demo, field crews had the opportunity to obtain hands-on experience with the new tools, experience their ease of use, and see how effective these tools are in controlling airborne dust levels. After the hands-on portion of the demonstration was completed, the updated silica standard was reviewed with all of the attendees which reiterated the importance of using the proper equipment, the efficiency of these tools when they are used, and the importance of protecting staff from airborne crystalline silica dust exposure.

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

4. Upcoming Rinconada Water Treatment Plant (RWTP) System Outage

The Rinconada Reliability Improvement Project continues to make progress integrating new systems into existing operations. Contractor Balfour Beatty Infrastructure Inc. will shut down two of the RWTP process areas from December 9 through December 13, 2019: the Powdered Activated Carbon and centrifuge systems. This shutdown will allow for necessary electrical tie-in activities and the testing of equipment and facilities that are essential for the startup and commissioning of the project's phase-2 processes.

During this system outage, RWTP will continue to deliver treated water to the west pipeline and no retailer impact is expected.

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



Santa Clara Valley Water District

File No.: 19-1101

Agenda Date: 12/10/2019

Item No.: 3.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approval of Minutes.

RECOMMENDATION:

Approve the minutes.

SUMMARY:

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

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

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

Attachment 1: 102219 Regular Meeting Minutes

Attachment 2: 102819 Special CS Meeting Minutes

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711

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BOARD OF DIRECTORS MEETING

MINUTES

**CLOSED SESSION AND REGULAR MEETING
TUESDAY, OCTOBER 22, 2019
3:30 PM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

A Closed Session and Regular Meeting of the Santa Clara Valley Water District (Valley Water) Board of Directors was called to order in the Valley Water Headquarters Building Boardroom at 5700 Almaden Expressway, San Jose, California, at 3:30 p.m.

1.1 Roll Call.

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

Director Kremen participated via teleconference as noted below, and arrived as noted below.

Staff members in attendance were N. Camacho, Chief Executive Officer (CEO), M. King, Clerk, Board of Directors, A. Baker, R. Blank, T. Bramer, R. Callender, G. De La Piedra, A. Fulcher, R. Fuller, R. Gibson, V. Gin, C. Hakes, G. Hall, N. Hawk, N. Nguyen, A. Noriega, M. Lugo, M. Richardson, D. Taylor, S. Tippets, B. Yerrapotu, and T. Yoke, Senior Assistant District Counsel B. Hopper represented District Counsel S. Yamamoto.

2. TIME CERTAIN:

3:30 PM

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

During Closed Session Items 2.1 and 2.2 Director Kremen participated via teleconference.

- 2.1 CLOSED SESSION
CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
Pursuant to Government Code Section 54956.9(d)(1):
White, et al. v. SCVWD, et al.
(Santa Clara Co. Superior Court, No. 18CV321600 (Lead))
- 2.2 CLOSED SESSION
CONFERENCE WITH LABOR NEGOTIATORS
Pursuant to Government Code Section 54957.6(a)
Agency Designated Representatives: Norma Camacho, Anna Noriega, Michael Baratz
Employee Organizations: Employees Association, Engineers Society, Professional Managers Association

Director Kremen arrived.

- 2.3 CLOSED SESSION
SIGNIFICANT EXPOSURE TO LITIGATION
Pursuant to Government Code section 54956.9(d)(2)

6:00 PM

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

- 2.4 District Counsel Report.

Mr. Brian Hopper, Senior Assistant District Counsel, reported that the Board met in Closed Session with Director Kremen participating by teleconference during Items 2.1, and 2.2, and with all members present during Item 2.3, and gave direction to staff.

- 2.5 Pledge of Allegiance/National Anthem.

Chairperson LeZotte led all present in reciting the Pledge of Allegiance.

- 2.6 Orders of the Day.

Chairperson LeZotte confirmed that there were no changes to the Orders of the Day.

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

Chairperson LeZotte declared time open for public comment on any item not on the agenda. There was no one present who wished to speak.

- 2.8 Update on the Partnership Between Palo Alto, Mountain View and the Santa Clara Valley Water District to Advance Water Reuse in Santa Clara County. (Previously Listed as 5.2)

Recommendation: Receive information and discuss next steps regarding the development of a partnership to expand water reuse in Santa Clara County.

Mr. Gerald De La Piedra, Assistant Officer, reviewed the information on this item, per the attached Board Agenda Memorandum, and per the information contained in Attachment 3.

Mr. Stan Williams, Poseidon Water, recognized Valley Water's efforts to develop advanced water reuse in Santa Clara County.

The Board noted the information, without formal action.

Chairperson LeZotte moved the Agenda to the Consent Calendar.

3. CONSENT CALENDAR:

The Board considered Consent Calendar Items 3.1 through 3.4, under one motion.

- 3.1 Adopt Resolution Declaring October 19-26, 2019 as California Flood Preparedness Week in Santa Clara County.

Recommendation: Adopt the Resolution DECLARING THE WEEK OF OCTOBER 19-26, 2019 AS CALIFORNIA FLOOD PREPAREDNESS WEEK IN SANTA CLARA COUNTY.

- 3.2 Approve Amendment No. 4 to Agreement No. A3851A with Environmental Science Associates, for Environmental Consultant Services for the Almaden Lake Improvement Project, Project No. 26044001, CAS File No. 4514 (San Jose) (District 4).

Recommendation: Approve Amendment No. 4 to Agreement No. A3851A with Environmental Science Associates for environmental consultant services for the Almaden Lake Improvement Project, increasing the not-to-exceed fee by \$216,582 resulting in a revised total not-to-exceed amount of \$979,761 and extend the Agreement term.

- 3.3 Accept the CEO Bulletins for the Weeks of October 4-10, Through October 11-17, 2019.

Recommendation: Accept the CEO Bulletins.

3.4 Report of Bids Received and Award of Construction Contract to Ecological Concerns Incorporated, for the Rinconada Water Treatment Plant, Oak Woodland Project, Project No. 93294057, Contract No. C0651, (Los Gatos) (District 7).

- Recommendation:
- A. Ratify Addendum No. 1 to the Contract Documents for the Rinconada Water Treatment Plant, Oak Woodland Project;
 - B. Award the Contract to Ecological Concerns Incorporated, located in Santa Cruz, CA, in the sum of \$144,500; and
 - C. Approve a contingency sum of \$14,450 and authorize the Chief Executive Officer or designee to approve individual change orders up to the designated amount.

Motion: Approve Consent Calendar Items 3.1 through 3.4, under one motion, as follows: Adopt Resolution No. 19-72, DECLARING THE WEEK OF OCTOBER 19-26, 2019 AS CALIFORNIA FLOOD PREPAREDNESS WEEK IN SANTA CLARA COUNTY, by roll call vote, as contained in Item 3.1; approve Amendment No. 4 with Environmental Science Associates for environmental consultant services for the Almaden Lake Improvement Project, increasing the not-to-exceed fee by \$216,582 resulting in a revised total not-to-exceed amount of \$979,761 and extend the Agreement term, as contained in Item 3.2; accept the CEO Bulletins, as contained in Item 3.3; and award the contract to Ecological Concerns Incorporated, for the Rinconada Water Treatment Plant, Oak Woodland Project, as contained in Item 3.4.

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

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

4.1. Board Committee Reports.

Standing Reports (Verbal Reports):

1. Delta Conveyance Design and Construction Authority (DCA) Update
2. Delta Conveyance Finance Authority (Finance Authority) Update

Board Committees (Summary or Meeting Agenda):

3. Board Audit Committee (BAC)
4. Board Policy and Planning Committee (BPPC)
5. Capital Improvement Program (CIP) Committee
6. Coyote Flood Risk Reduction (CFRR) Ad Hoc Committee
7. Diversity and Inclusion (D&I) Ad Hoc Committee
8. Fishery and Aquatic Habitat Collaborative Effort (FAHCE) Ad Hoc Committee
9. Homeless Encampment Ad Hoc Committee (HEAHC)
10. Recycled Water Committee (RWC)
11. Water Conservation and Demand Management (WCDM) Committee
12. Water Storage Exploratory Committee (WSEC)

Board Advisory Committees (Summary or Meeting Agenda):

13. Agricultural Water Advisory Committee (AWAC)
14. Environmental and Water Resources Committee (EWRC)
15. Santa Clara Valley Water Commission (Water Commission)
16. Youth Commission

Board Joint Committees (Summary or Meeting Agenda):

17. Joint Recycled Water Advisory Committee (JRWAC) (Sunnyvale)
18. Joint Recycled Water Advisory Committee (JRWAC) (East PA/PA/MV)
19. Joint Recycled Water Policy Advisory Committee (JRWPA) (SJ/SC/TPAC)
20. Joint Water Resources Committee (JWRC) (Gilroy/Morgan Hill)
21. San Felipe Division Reach One

External Committees/Agencies (Verbal Report):

22. ACWA and ACWA Joint Powers Insurance Authority
23. Baylands Shoreline Steering Committee
24. California WaterReuse Association
25. Joint Venture Silicon Valley Board of Directors
26. Landscape Committee
27. Local Agency Formation Commission (LAFCO)
28. Northern California Latino Water Coalition
29. Pajaro River Watershed Flood Protection Authority
30. Redevelopment Dissolution Countywide Oversight Board of Santa Clara County
31. Safe, Clean Water Independent Monitoring Committee (IMC)
32. San Francisquito Creek JPA
33. Santa Clara County Water Retailers

34. Santa Clara Valley Habitat Conservation Plan JPA
35. San Luis and Delta-Mendota Water Authority Board and Delta Habitat Conservation & Conveyance Plan Steering Committee
36. Santa Clara County Emergency Operations Area Council
37. Santa Clara County Recycling and Waste Reduction Commission
38. Santa Clara County Special Districts Association
39. South County Regional Wastewater Authority (SCRWA)
40. Station Area Advisory Group (SAAG)
41. Zone 7, EBRPD, ACWD, SCVWD, LARPD and Tri-Valley Conservancy Liaison Committee

Director Estremera reviewed and distributed the attached DCA meeting summary, identified as Handout 4.1.1, herein. Copies of the Handout were distributed to the Board, and made available to the public.

Director Kremen reviewed and distributed the attached Finance Authority meeting summary, identified as Handout 4.1.2, herein. Copies of the Handout were distributed to the Board, and made available to the public.

In regards to Handouts 4.2.3-A, 4.2.5-A, 4.2.5-B, 4.2.12-A, 4.2.12-B, and 4.2.15-A, Chairperson LeZotte acknowledged receipt of the attached BAC, CIP, WSEC, and Water Commission meeting agendas herein. Copies of the Handouts were distributed to the Board, and made available to the public.

Director Hsueh reviewed and distributed the attached EWRC meeting agenda, identified as Handout 4.2.14-A, herein. Copies of the Handout were distributed to the Board, and made available to the public.

4.2 Review of Fiscal Year 2020 Board Policy Planning and Performance Monitoring Calendars.

Recommendation: Review, discuss, and revise the Fiscal Year 2020 Board Policy Planning and Performance Monitoring Calendars.

Ms. Michele King, Clerk, Board of Directors, reviewed the information on this item, per the attached Board Agenda Memorandum, and per the information contained in Attachment 1.

The Board noted the information, without formal action.

Chairperson LeZotte moved the Agenda to Item 7.2.

7.2 Approve Recommended Federal Appropriations Requests for Federal Fiscal Years 2020 and 2021.

Recommendation: Approve the recommended federal Fiscal Years (FYs) 2020 and 2021 appropriations requests for Valley Water-sponsored and Valley Water-supported projects.

Ms. Rachael Gibson, Deputy Administrative Officer, reviewed the information on this item, per the attached Board Agenda Memorandum.

Motion: Approve the recommended federal FYs 2020 and 2021 appropriations requests for Valley Water-sponsored and Valley Water-supported projects and direct staff to ensure the Los Vaqueros Reservoir Expansion Project team assists Valley Water with the Pacheco Reservoir Expansion Project.

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

Chairperson LeZotte returned the Agenda to Item 2.9.

2.9 Approve Encroachment Remediation Program.

Recommendation: A. Receive staff responses to Board questions/suggestions;
B. Receive information on the Proposed Revised Encroachment Remediation Program, including a licensing option as an interim measure to resolving encroachments; and
C. Approve the Encroachment Remediation Program.

Ms. Melanie Richardson, Chief Operating Officer, reviewed the information on this item, per the attached Board Agenda Memorandum, and the corresponding presentation materials contained in Attachment 4 were reviewed by staff as follows: Ms. Richardson, reviewed Slides 1 through 4; Ms. Sue Tippets, Deputy Operating Officer, reviewed Slides 5 through 26, and Slide 29; and Mr. Hopper, reviewed Slides 27 through 28.

Chairperson LeZotte declared time open for public comment.

Ten statements expressing opposition to the proposed Encroachment Remediation Program were received from: Mr. Phillip Livengood, Mr. Michael Webber, Mr. Byron Malechek, Mr. Walter Windus, Ms. Dina Holst, Ms. Sarah Penzel, and Mr. Lenny Pollak, Saratoga Woods Riparian Association; Mr. Ron Ellickson, Los Altos resident; Ms. Joanne Reiter LeBoeuf, Saratoga resident; and Ms. Karen Lane, San Jose resident.

Three statements expressing support to the proposed Encroachment Remediation Program were received from: Ms. Linda Ruthruff, California Native Plant Society; Ms. Katja Irvin, Sierra Club; and Mr. Jerry Lane, San Jose resident.

Motion: Approve the Encroachment Remediation Program and direct staff as follows: 1. Perform aggressive outreach to the real estate community; 2. Provide for a regular renewal period every 2 years with a total of 4 extension periods giving a total of 10 years for licenses; and 3. Establish a process for regular review of program progress.

Move to Approve as

Amended: Barbara F. Keegan

Second: Nai Hsueh

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

Nays: None

Abstains: None

Recuses: None

Absent: None

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

Chairperson LeZotte declared a brief recess and resumed the meeting with the same Board members and staff present.

Chairperson LeZotte returned the Agenda to Item 5.1.

5. WATER UTILITY ENTERPRISE:

5.1 Next Steps for the Untreated Surface Water Program.

Recommendation: Review Board Policy and Planning Committee's recommendation to seek stakeholder input on the future of the Untreated Surface Water Program, including the recommendation to sunset the Program.

The Board continued the item to the November 12, 2019 regular meeting.

Chairperson LeZotte moved the Agenda to Item 4.3.

4.3 Receive Recommendations and Associated Staff Analyses from the Homeless Encampment Ad Hoc Committee, September 30, 2019 Meeting.

Recommendation: Consider the following recommendations by the Homeless Encampment Ad Hoc Committee:

- A. Regarding the Operational Approach for the Safe, Clean Water and Natural Flood Protection (Safe, Clean Water) Program's Project B4 Good Neighbor Program: Encampment Cleanup, that the Board increase the Fiscal Year 2020 budget to \$1.5 million by drawing an additional \$575,000 from Watersheds Stream Stewardship Fund reserves, with subsequent year Encampment Cleanup Project funding to be determined by the Board on an annual basis for Fiscal Years 2021-2028;
- B. That Santa Clara Valley Water District (Valley Water) host an Environmental Cleanup Day event on December 7, 2019, to engage government agencies, environmental advocates, homeless advocates, volunteers, and local homeless populations in a collaborative effort to perform environmental cleanup activities along Coyote Creek in San Jose;
- C. If the Board approves Recommendation A, then approve a budget adjustment transferring \$575,000 Watershed and Stream Stewardship Operating and Capital Reserve to the Encampment Cleanup Program, Project No. 26771027; and
- D. If the Board approves Recommendation B, then approve a budget adjustment transferring \$90,000 from Watershed and Stream Stewardship Operating and Capital Reserve to the Watershed Debris Removal Project, Project No. 62761026.

Ms. Richardson reviewed the information on this item, per the attached Board Agenda Memorandum, and presented Recommendations A and C, and Mr. Mark Bilski, Senior Management Analyst, presented Recommendations B and D.

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

Director Keegan explained that she voted in opposition to the item because she is concerned for the health and safety of volunteers at the Environment Cleanup Day event and cannot support staff's Recommendations B and D, and expressed support for Recommendations A and C.

Chairperson LeZotte explained that she voted in opposition to the Item because of concern that Valley Water is the only government organization providing financial support for the Environmental Cleanup Day event associated with Recommendation B.

Chairperson LeZotte returned the Agenda to Item 6.1, and the Board heard additional comments on this Item, as noted below.

6.1 Update Regarding the Board of Consultants Findings on the Anderson Dam Seismic Retrofit Project.

- Recommendation:
- A. Receive and discuss information regarding significant findings in the Anderson Dam Seismic Retrofit (ADSR) Project and the potential impact on permitting for the ADSR Project;
 - B. Consider and approve the proposed ADSR Project Goals;
 - C. Receive and discuss alternative ADSR Project designs currently being explored; and
 - D. Provide direction on the upcoming interagency coordination meeting with the Federal Energy Regulatory Commission (FERC) and regulatory agencies scheduled for October 23, 2019.

Mr. Christopher Hakes, Deputy Operating Officer, reviewed the information on this item, per the attached Board Agenda Memorandum, and per the information contained in Supplemental Attachment 1.

Susan Glendenning, San Francisco Regional Water Quality Control Board, expressed appreciation for the Board's collaborative effort on the Anderson Dam Seismic Retrofit project.

Mr. Doug Muirhead, Morgan Hill resident, expressed concern about the Federal Energy Regulatory Commission's direction to extend the permit time frame of the Hydro Power Facility at the Anderson Dam Seismic Retrofit project resulting in a revised start date of the project.

Motion: The Board approved the Anderson Dam Seismic Retrofit Project Goals.

Move to Approve: Barbara F. Keegan

Second: Tony Estremera

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

Nays: None

Abstains: None

Recuses: None

Absent: None

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

Motion: Authorize staff to present Alternative Design 2 - Phase Project Elements (10 years of construction, 4 years of reservoir dewatering), as contained in Supplemental Attachment 1, Slide 9; and Alternative Design 3, Options 1 and 2, as contained in Supplemental Attachment 1, Slides 10-13, at the upcoming interagency coordination meeting described in Recommendation D.

Move to Authorize: Linda J. LeZotte

Second: Tony Estremera

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

Nays: None

Abstains: None

Recuses: None

Absent: None

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

Chairperson LeZotte returned the Agenda to Item 4.3 to enable the Board to receive additional comments.

4.3 Receive Recommendations and Associated Staff Analyses from the Homeless Encampment Ad Hoc Committee, September 30, 2019 Meeting.

Recommendation: Consider the following recommendations by the Homeless Encampment Ad Hoc Committee:

- A. Regarding the Operational Approach for the Safe, Clean Water and Natural Flood Protection (Safe, Clean Water) Program's Project B4 Good Neighbor Program: Encampment Cleanup, that the Board increase the Fiscal Year 2020 budget to \$1.5 million by drawing an additional \$575,000 from Watersheds Stream Stewardship Fund reserves, with subsequent year Encampment Cleanup

- Project funding to be determined by the Board on an annual basis for Fiscal Years 2021-2028;
- B. That Santa Clara Valley Water District (Valley Water) host an Environmental Cleanup Day event on December 7, 2019, to engage government agencies, environmental advocates, homeless advocates, volunteers, and local homeless populations in a collaborative effort to perform environmental cleanup activities along Coyote Creek in San Jose;
 - C. If the Board approves Recommendation A, then approve a budget adjustment transferring \$575,000 Watershed and Stream Stewardship Operating and Capital Reserve to the Encampment Cleanup Program, Project No. 26771027; and
 - D. If the Board approves Recommendation B, then approve a budget adjustment transferring \$90,000 from Watershed and Stream Stewardship Operating and Capital Reserve to the Watershed Debris Removal Project, Project No. 62761026.

Mr. Steve Adelman, San Jose resident, expressed support for the Environmental Cleanup Day event.

The Board noted Mr. Adelman's comment, without formal action.

Chairperson LeZotte acknowledged receipt of the attached Handouts from Keep Coyote Creek Beautiful, San Jose Council Member Maya Esparza, and South Bay Creeks Coalition, identified as Handouts 4.3-B, 4.3-C, and 4.3-D, respectively herein. Copies of the Handouts were distributed to the Board and made available to the public.

Chairperson LeZotte moved the Agenda to Item 7.1.

7. EXTERNAL AFFAIRS:

- 7.1 Discuss and Adopt Recommended 2020 Legislative Policy Proposals and Legislative Guiding Principles.

Recommendation: Approve Recommended 2020 Legislative Policy Proposals and Legislative Guiding Principles for the second year of the two-year legislative session in the Legislature, and the second year of the two-year session in the 116th Congress; and for local and regional legislative efforts.

Ms. Gibson reviewed the information on this item, per the attached Board Agenda Memorandum, and per the information contained in Attachment 1.

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

The Board considered Items 7.3, 7.4, and 7.5 without staff presentations.

7.3 Approve Amendment No. 1 to Agreement A3981R FY2016 Safe, Clean Water and Natural Flood Protection Program Project B3 Grant Agreement Between the Santa Clara Valley Water District and the West Valley-Mission Community College District (Saratoga) (District 5).

Recommendation: Approve Amendment No. 1 to Agreement A3981R FY2016 Safe, Clean Water and Natural Flood Protection Program Project B3 Grant Agreement Between the Santa Clara Valley Water District and the West Valley-Mission Community College District (Grantee) to:

- A. Extend the expiration date from June 30, 2019 to June 30, 2021 as a 24-month no-cost extension;
- B. Provide for a retroactive commencement date of July 1, 2019 to ensure continuity of the Term of the Agreement as outlined in this memorandum; and
- C. Allow Grantee to be reimbursed for costs for work not subject to CEQA compliance, such as planning and design services.

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

- 7.4 Approve Amendment No. 2 to Agreement A3862R Santa Clara Valley Water District, Safe, Clean Water and Natural Flood Protection Program, FY 2015 Safe, Clean Water Priority D3 Trails Grant Program Between the Santa Clara Valley Water District and the West Valley-Mission Community College District (Saratoga) (District 5).

Recommendation: Approve Amendment No. 2 to Agreement A3862R Santa Clara Valley Water District, Safe, Clean Water and Natural Flood Protection Program, FY 2015 Safe, Clean Water Priority D3 Trails Grant Program Between the Santa Clara Valley Water District and West Valley-Mission Community College District (Grantee) to:

- A. Extend the expiration date from June 30, 2019 to June 30, 2021, as a 24-month no-cost extension; and
- B. Provide for a retroactive commencement date of July 1, 2019 to ensure continuity of the Term of the Agreement as outlined in this memorandum.

Move to Approve: John L. Varela

Second: Tony Estremera

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

Nays: None

Abstains: None

Recuses: None

Absent: None

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

- 7.5 Approve Amendment No. 3 to the Safe, Clean Water and Natural Flood Protection Program 2014 Safe, Clean Water Priority B Grant Program Agreement No. A3761R Between the Santa Clara Valley Water District and West Valley-Mission Community College District (Saratoga) (District 5).

Recommendation: Approve Amendment No. 3 to Agreement A3761R Safe, Clean Water and Natural Flood Protection Program 2014 Safe, Clean Water Priority B Grant Program Between the Santa Clara Valley Water District and West Valley-Mission Community College District (Grantee) to:

- A. Extend the expiration date from June 30, 2020 to June 30, 2022, as a 24-month no-cost extension;
- B. Modify the Project name to Parking Lot 1 and 2 Storm Water Pollution Reduction Project to encompass the expanded Project location; and
- C. Allow Grantee to be reimbursed for costs of work not subject to CEQA compliance, such as planning and design services.

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

8. CHIEF EXECUTIVE OFFICER:

- 8.1 Fiscal Year 2018-19 Updated Preliminary and Unaudited Financial Status Report and Approve Budget Adjustment in the Amount of \$200,000 to the Fiscal Year 2020 Budget of the Pollution Prevention Partnership and Grants Program in the Safe, Clean Water Fund, Project No. 26061006.

- Recommendation: A. Receive the updated preliminary and unaudited financial status report for the Fiscal Year 2018 -19; and
- B. Approve a budget adjustment in the amount of \$200,000 to the Fiscal Year 2020 Budget of the Pollution Prevention Partnership and Grants Program (Pollution Prevention B3) in the Safe, Clean Water Fund, Project No. 26061006.

The Board considered Item 8.1 without staff presentation.

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

8.2 CEO and Chiefs' Report.

Ms. Norma Camacho, Chief Executive Officer, informed the Board that Mr. Rick Callender, Chief of External Affairs, was awarded the Lloyd B. Dennis Distinguished Service Award at the Public Relations Society of America International Conference.

Ms. Anna Noriega, Chief People Officer, informed the Board that Valley Water was recognized on September 25, 2019, as the 2019 Healthiest Employer in the San Francisco Bay Area.

Ms. Nina Hawk, Chief Operating Officer, provided additional information on the Anderson Dam Seismic Retrofit Project pertaining to fisheries.

Ms. Richardson reviewed and distributed the attached Stream Maintenance Report, identified as Handout 8.1-A herein. Copies of the Handout were distributed to the Board and made available to the public.

Ms. Tina Yoke, Chief Operating Officer, updated the Board on the Pacific Gas and Electric Company's Public Safety Power Shutoff and Valley Water's Emergency Operations Center Activation; and introduced the following new and recently promoted staff members to the Board: Ms. Roslyn Fuller, Deputy Administrative Officer; Mr. Jesse Soto, Facilities Manager; and Mr. Chris Cannard, Information Technology Manager.

Mr. Callender reviewed and distributed the attached Office of Government Relations Legislative Update, identified as Handout 8.1-B herein. Copies of the Handout were distributed to the Board and made available to the public.

9. ADMINISTRATION:

None.

10. DISTRICT COUNSEL:

None.

11. ADJOURN:

11.1 Board Member Reports/Announcements.

None.

11.2 Proposed Future Board Member Agenda Items.

Director Santos requested that staff come back in November 2019 with an Agenda Item regarding Board Committee Structure and Governance Policy GP-9, specifically Governance Policy GP-9.2.1.

11.3 Clerk Review and Clarification of Board Requests.

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

11.4 Adjourn to Special Closed Session Meeting at 11:00 a.m., on October 28, 2019, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California.

Chairperson LeZotte adjourned the meeting at 10:55 p.m., to the 11:00 a.m. Special Closed Session meeting on Monday, October 28, 2019, in the Valley Water Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose.

Michele L. King, CMC
Clerk/Board of Directors

Approved:

Date: 12/10/2019

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BOARD OF DIRECTORS MEETING

MINUTES

**SPECIAL CLOSED SESSION MEETING
MONDAY, OCTOBER 28, 2019
11:00 AM**

(Paragraph numbers coincide with agenda item numbers)

1. CALL TO ORDER:

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

1.1 Roll Call.

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

Director J. Varela was excused from attending, and Director T. Estremera arrived as noted below.

Staff members in attendance were N. Camacho, Chief Executive Officer, M. King, Clerk, Board of Directors, C. Hakes, N. Hawk, S. Yamamoto, and B. Yerrapotu. Senior Assistant District Counsel L. Orta, represented District Counsel S. Yamamoto.

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

Chairperson LeZotte declared time open for public comment on any item not on the agenda. There was no one present who wished to speak.

2. TIME CERTAIN:

11:00 AM

Chairperson LeZotte announced that the Board would adjourn to Closed Session for consideration of Item 2.1.

Director Estremera arrived.

- 2.1 CLOSSED SESSION
CONFERENCE WITH LEGAL COUNSEL
Initiation of Litigation
Pursuant to Government Code Section 54956.9(d)(4)
One potential case

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

- 2.2 District Counsel Report.

Ms. Leslie Orta, Senior Assistant District Counsel, reported that the Board met in Closed Session with all members present, excluding Director Varela and including Director Estremera, and in regards to Items 2.1, gave direction to staff.

3. ADJOURN:

- 3.1 Adjourn to Special Joint Meeting with the Cities of Morgan Hill and Gilroy at 6:00 p.m., on October 28, 2019, in the Morgan Hill City Council Chambers, 17575 Peak Ave., Morgan Hill, California.

Being that the Special Joint Meeting was canceled, Chairperson LeZotte adjourned the meeting at 12:00 p.m., to the 11:00 a.m. Closed Session and 1:00 p.m. Regular Meeting, on November 12, 2019, in the Santa Clara Valley Water District Headquarters Building Boardroom, 5700 Almaden Expressway, San Jose, California.

Michele L. King, CMC
Clerk, Board of Directors

Approved:

Date: 12/10/2019



Santa Clara Valley Water District

File No.: 19-1104

Agenda Date: 12/10/2019

Item No.: 4.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Review of Board Governance Policy, GP-9.2.1, Governance Process, Board Committee Structure, Board Members Representation on Board Standing and Ad Hoc Committees.

RECOMMENDATION:

Review Board Governance Policy, GP-9.2.1, Governance Process, Board Committee Structure, Board Members Representation on Board Standing and Ad Hoc Committees and make revisions as the Board deems necessary.

SUMMARY:

At the October 22, 2019, Board meeting Director Santos requested that an item be placed on a future Board agenda for the Board to discuss Board Governance Policy, Governance Process (GP) 9.2.1, Board Committee Structure, Board Members Representation on Board Standing and Ad Hoc Committees.

The Board's Governance Policy GP-9.2.1 currently states:

"Board members who are not the appointed representatives to Board Standing or Ad Hoc Committees shall not be in attendance at any open and noticed meeting of such committees."

Relevant Legislative Language

The Ralph M. Brown Act, specifically Government Code Section 54952.2(c)(6), generally states that the attendance of a majority of the members of a legislative body at an open and noticed meeting of a standing committee of that body, is allowed provided that the members of the legislative body who are not members of the standing committee attend only as **observers**.

In this context, the term **observer** means one who observes and listens but does not officially participate in a meeting. Generally, the observer could only attend a meeting to watch and listen without participating and must refrain from asking questions or making statements. Appointed Members of the committee would need to refrain from asking the observer questions or otherwise soliciting input from him or her during the meeting. The observer would not be permitted to sit at the dais or at the table where the standing committee is conducting business and would be required to silently sit in the area designed for members of the public.

Potential Policy Revision

For discussion and consideration, based on the above language, if the Board so chooses, Board Governance Policy GP-9.2.1 could be revised to read:

“Board members who are not the appointed representatives to Board Standing or Ad Hoc Committees shall ~~not be in attendance at any~~ **be permitted to attend** open noticed meetings of such committees **only as observers to watch and listen, and not participate in discussion, ask questions or make statements. The non-appointed Board member(s) must observe the meeting from the area designated for members of the public. During the course of the meeting, appointed representatives of Board Standing or Ad Hoc Committees shall not speak to or otherwise engage with non-appointed Board members attending the meeting as observers.”**

Potential Repercussions of Violation

If the Board modifies the Governance Policy to allow non-appointed Board members to attend Board Standing or Ad Hoc Committee meetings, full compliance with the silent observer requirement is imperative. The District Attorney or other interested parties may seek injunctive relief to stop any violations of the Brown Act. (Government Code section 54960.) Additionally, under certain circumstances, violations of the Brown Act may be considered a crime. Government Code Section 54959 states “Each member of a legislative body who attends a meeting of that legislative body where action is taken in violation of any provision of this chapter, and where the member intends to deprive the public of information to which the member knows or has reason to know the public is entitled under this chapter, is guilty of a misdemeanor.”

Committee Representative Appointments

Currently, the Board Chair appoints and the Board approves three Board members to serve as representatives (two members) and an alternate (one member) to the Board’s external Standing Committees (Santa Clara Valley Water Commission, Environmental and Water Resources Committee, and Agricultural Water Advisory Committee).

The Board’s internal Standing and Ad Hoc Committees currently have three Board members appointed by the Board Chair and approved by the Board.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

ATTACHMENTS:

None.

File No.: 19-1104

Agenda Date: 12/10/2019
Item No.: 4.1.

UNCLASSIFIED MANAGER:
Michele King, 408-630-2711

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Santa Clara Valley Water District

File No.: 19-1163

Agenda Date: 12/10/2019

Item No.: *4.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Board Committee Reports.

Standing Reports (Verbal Reports):

1. Delta Conveyance Design and Construction Authority (DCA) Update
2. Delta Conveyance Finance Authority (Finance Authority) Update

Board Committees (Summary or Meeting Agenda):

3. Board Audit Committee (BAC)
4. Board Policy and Planning Committee (BPPC)
5. Capital Improvement Program (CIP) Committee
6. Coyote Flood Risk Reduction (CFRR) Ad Hoc Committee
7. Diversity and Inclusion (D&I) Ad Hoc Committee
8. Fishery and Aquatic Habitat Collaborative Effort (FAHCE) Ad Hoc Committee
9. Homeless Encampment Ad Hoc Committee (HEAHC)
10. Recycled Water Committee (RWC)
11. Water Conservation and Demand Management (WCDM) Committee
12. Water Storage Exploratory Committee (WSEC)

Board Advisory Committees (Summary or Meeting Agenda):

13. Agricultural Water Advisory Committee (AWAC)
14. Environmental and Water Resources Committee (EWRC)
15. Santa Clara Valley Water Commission (Water Commission)
16. Youth Commission

Board Joint Committees (Summary or Meeting Agenda):

17. Joint Recycled Water Advisory Committee (JRWAC) (Sunnyvale)
18. Joint Recycled Water Advisory Committee (JRWAC) (East PA/PA/MV)
19. Joint Recycled Water Policy Advisory Committee (JRWPAC) (SJ/SC/TPAC)
20. Joint Water Resources Committee (JWRC) (Gilroy/Morgan Hill)
21. San Felipe Division Reach One

External Committees/Agencies (Verbal Report):

22. ACWA and ACWA Joint Powers Insurance Authority
23. Baylands Shoreline Steering Committee
24. California WaterReuse Association

-
25. Joint Venture Silicon Valley Board of Directors
 26. Landscape Committee
 27. Local Agency Formation Commission (LAFCO)
 28. Northern California Latino Water Coalition
 29. Pajaro River Watershed Flood Protection Authority
 30. Redevelopment Dissolution Countywide Oversight Board of Santa Clara County
 31. Safe, Clean Water Independent Monitoring Committee (IMC)
 32. San Francisquito Creek JPA
 33. Santa Clara County Water Retailers
 34. Santa Clara Valley Habitat Conservation Plan JPA
 35. San Luis and Delta-Mendota Water Authority Board and Delta Habitat Conservation & Conveyance Plan Steering Committee
 36. Santa Clara County Emergency Operations Area Council
 37. Santa Clara County Recycling and Waste Reduction Commission
 38. Santa Clara County Special Districts Association
 39. South County Regional Wastewater Authority (SCRWA)
 40. Station Area Advisory Group (SAAG)
 41. Zone 7, EBRPD, ACWD, SCVWD, LARPD and Tri-Valley Conservancy Liaison Committee

ATTACHMENTS:

None.



MEMORANDUM

FC 14 (02-08-19)

TO: Board of Directors

FROM: Nai Hsueh,
BPPC Chairperson

SUBJECT: Board Policy and Planning Committee
(BPPC) November 25, 2019 Meeting
Summary

DATE: 12/4/19

Planning for Fiscal Year 2020-2021 Board Strategic Planning Meeting.

Mr. Lawrence Grodeska, Co-Founder and Chief Executive Officer at CivicMakers, was hired by the CEO to facilitate the upcoming strategic planning meeting. Mr. Grodeska met with the committee and provided background information on CivicMakers and facilitated a discussion to help identify the purpose, process and desired outcome of the upcoming strategic planning meeting. BPPC Chair Hsueh distributed the attached 11/22/19 memo to help facilitate the strategic planning conversation. Mr. Grodeska will be requesting meetings with each board member to obtain input on the process, subjects, and outcomes they would prefer during the meeting.

Review Effectiveness of Board Advisory Committees (External).

Staff presented a draft report template that will be used to report timely updates on the Board's Workplan goals to the Board Advisory Committees. The Committee accepted the report and template as presented.

MEMORANDUM

FC 14 (02-08-19)

TO: Chair LeZotte and Director Keegan, BPPC
Committee Members**FROM:** Director Hsueh, BPPC Chair**SUBJECT:** A Suggested Outcome for Board Strategic
Planning Meeting**DATE:** 11/22/19

The Board Policy and Planning Committee (BPPC) will discuss the purpose, process and desired outcomes of the Board Strategic Planning meeting (11/25/19 Item 4.1). This memorandum presents my thoughts on a suggested outcome for your consideration.

Background

As we know, the Board's Ends Policies set long-term goals and objectives for the organization. The current Ends Policies were adopted in the early 2000s, with minor revisions during 2012-2014.

Under the Board's leadership, in the past decade, Valley Water made significant progress in planning the future. For example, water supply master planning, recycled water planning, and voter-approved Safe, Clean Water Program. These planning efforts basically set short-term and long-term directions for Valley Water.

With many of these important planning efforts near completion, the Board already discussed the need for a thorough review of the Ends Policies. As documented in its FY 2019-20 Work Plan, the Board directed:

1. Water Conservation and Demand Management Committee (WCDMC) to review E-2 Water Supply Ends Policies
Status: WCDMC had its initial discussion on 11/19 focusing on aligning level of service and key strategies in Water Supply Master Plan with E-2 Policies.
2. Financial Sustainability Working Group (FSWG) to review affordable and effective level of services and potential new revenue sources to supplement existing sources for the desired level of service.
Status: The FSWG had 4 meetings and discussed the need for a flood protection level of service that delivers "best value" to the community (water supply level of service is already approved by the Board.)
3. Diversity and Inclusion (D&I Committee) to review if a new Ends Policy is needed to ensure there are capable employees with knowledge and subject-matter expertise to implement and deliver Board's policies.
Status: D&I Committee had reviewed Valley Water's current programs related to recruitment, retention and succession planning on 10/31 to prepare the Committee for the Ends Policy discussion.
4. The Board identified a new strategy in the area of environmental stewardship—attaining net positive impact on the environment when implementing Valley Water projects and operations.
Status: No Board Committee was assigned.

Recommendation:

- 1. Board provides inputs on status and direction of the Committees' work (item 1-3 above.)**
- 2. Assign Item 4 to a Committee to work on.**

The upcoming Strategic Planning Meeting is a good check-in point with the Board on the above items. With the Committees' work still in infancy stages, Board input and/or direction could help expedite the progress.



MEMORANDUM

FC 14 (01-02-07)

TO: Board of Directors

FROM: Capital Improvement
Program Committee

SUBJECT: 11/18/19 Capital Improvement Program
Meeting Summary

DATE: 12/10/19

This memorandum summarizes the Capital Improvement Program Committee (Committee) meeting held on November 18, 2019, where the following workplan item was discussed:

1. Funding Scenario Discussion.

Halfway into the SCW Program, the prospects of federal funding are less than what were planned in 2012. Mid-Coyote Creek, Upper Penitencia Creek, Upper Llagas Creek, and Upper Guadalupe River projects are impacted by the shortfalls of federal funding and may require Board's decisions, as outlined in the SCW Program, to change the scope of these projects in order to meet the funding constraints.

To prepare for the upcoming discussion by the Board, the Committee worked with staff and developed 3 funding scenarios for the above projects. The Committee supports recommending Scenario No. 2 to the Board which utilizing "local funding" for:

- a. **Coyote Creek Project** providing flood protection equivalent to 2017 flooding event between Montague Expressway and Tully Road;
- b. **Upper Penitencia Creek Project Phase 1 and 2** providing 1% flood protection;
- c. **Upper Llagas Creek Project Phase I and Phase 2a** providing 1% flood protection; and
- d. **Upper Guadalupe River Project Reaches 7 and 8** providing 2% channel and 1% bridges protection.

Staff will bring a full discussion of status of the above projects, funding scenarios aiming to achieve the greatest overall benefits to the community, and analyses related to voter-approved SCW Program to the Board as part of the CIP and budget process.

2. Amendment to Consultant Agreement with Harris and Associates to Provide Additional Funding for Construction Management Services for the Permanente Flood Protection Project – McKelvey Park Detention Basin.

No report from the Committee because the Board already approved the Recommended Amendments at its 11/26 meeting.

3. Capital Projects Monitoring – Construction Phase

Out of the 18 projects that are under construction phase, the following **accomplishments** are noted:

Water Utility:

Main and Madrone pipelines restoration completed.

Flood Protection:

- Berryessa Creek, Lower Penitencia Creek to Calaveras Blvd, Phase 2: Construction completed October 2019;
- Cunningham Flood Detention Certification: Construction completed October 2019;
- Uvas Creek Levee Rehabilitation Phase II (WARP): Construction completed October 2019; and
- San Tomas Aquino Creek and Barron Creek Repair Project (WARP): Construction completed October 2019.

Buildings & IT:

E-Discovery Management System: Implementation completed ahead of schedule

Out of the 18 projects that are under construction phase, the following **project delay or changes** are noted:

Flood Protection

Permanente Creek: The Committee reported multiple times in past years on schedule delays, and Consultant Agreements Amendments and Construction Contracts Change Orders resulted from the delay. At the 11/26/19 Board meeting, the Board directed a lessons learned report for the project.

Board member comments and suggestions can be forwarded to Natalie Dominguez, Assistant Deputy Clerk II, at (408) 630-2659 or by email to ndominguez@valleywater.org.

Thank you.

Nai Hsueh

Director, District 5
Capital Improvement Program Committee Chairperson



Santa Clara Valley Water District Capital Improvement Program Committee Meeting

District Headquarters, Board Conference Room A-124
5700 Almaden Expressway, San Jose, CA 95118

REGULAR MEETING AGENDA

**Monday, December 9, 2019
10:00 AM**

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

Nai Hsueh, Chair, District 5
Linda J. LeZotte, Vice Chair, District 4

Tony Estremera, District 6

All public records relating to an item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the Clerk of the Board at the Santa Clara Valley Water District Headquarters Building, 5700 Almaden Expressway, San Jose, CA 95118, at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to attend Board of Directors' meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 265-2600.

BETH REDMOND
Committee Liaison

NATALIE F. DOMINGUEZ,
CMC
Assistant Deputy Clerk II
Office/Clerk of the Board
(408) 265-2659
ndominguez@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
Capital Improvement Program Committee
REGULAR MEETING
AGENDA**

Monday, December 9, 2019

10:00 AM

District Headquarters, Board Conference Room
A-124
5700 Almaden Expressway, San Jose, CA 95118

1. CALL TO ORDER:

1.1. Roll Call.

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

Notice to the public: This item is reserved for persons desiring to address the Committee on any matter not on this agenda. Members of the public who wish to address the Committee on any item not listed on the agenda should complete a Speaker Form and present it to the Committee Clerk. The Committee Chair will call individuals in turn. Speakers comments should be limited to three minutes or as set by the Chair. The law does not permit Committee action on, or extended discussion of, any item not on the agenda except under special circumstances. If Committee action is requested, the matter may be placed on a future agenda. All comments that require a response will be referred to staff for a reply in writing. The Committee may take action on any item of business appearing on the posted agenda.

3. APPROVAL OF MINUTES:

3.1. Approval of November 18, 2019 Meeting Minutes.

[19-1112](#)

Recommendation: Approve the minutes.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 111819 CIP Committee Minutes](#)

Est. Staff Time: 5 Minutes

4. ACTION ITEMS:

- 4.1. Update on the Palo Alto Flood Basin Tide Gate Structure Improvements Project, Project No. 10394001, (City of Palo Alto, District 7). (Continued From November 18, 2019) [19-1144](#)
- Recommendation: Receive the Update on the Palo Alto Flood Basin Tide Gate Structure Improvements Project.
- Manager: Ngoc Nguyen, 408-630-2632
- Attachments: [Attachment 1: Map](#)
[Attachment 2: Alternative B Construction Staging](#)
[Attachment 3: Alternative C Construction Staging](#)
[Attachment 4: Feasible Alternatives Matrix](#)
[Attachment 5: PowerPoint](#)
- Est. Staff Time: 10 Minutes
- 4.2. Capital Project Monitoring - Design. [19-1113](#)
- Recommendation: Receive and discuss information regarding the status of capital projects in the design phase.
- Manager: Tim Bramer, 408-630-3794
Christopher Hakes, 408-630-3796
Ngoc Nguyen, 408-630-2632
- Attachments: [Attachment 1: Capital Project Monitoring - Design](#)
- Est. Staff Time: 15 Minutes
- 4.3. Draft Preliminary Capital Improvement Program Fiscal Years 2021-2025. [19-1114](#)
- Recommendation: Review and discuss the Draft Preliminary Fiscal Years 2021-2025 Capital Improvement Program and provide recommendations to staff as needed.
- Manager: Christopher Hakes, 408-630-3796
- Attachments: [Attachment 1: Draft Preliminary FY 2021-2025 CIP](#)
[Attachment 2: Draft Preliminary CIP Financial Models](#)
- Est. Staff Time: 30 Minutes

- 4.4. Receive Updated Analysis Regarding the Capital Improvement Program Committee's Recommended Funding Scenario for Safe, Clean Water and Natural Flood Protection Program Flood Protection Projects. [19-1165](#)

Recommendation: A. Receive updated analysis regarding the Capital Improvement Program (CIP) Committee's recommended funding scenario for Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) Flood; and
B. Protection Projects; and Provide feedback to staff, as necessary.

Manager: Melanie Richardson, 408-630-2035
Nina Hawk, 408-630-2736

Attachments: [Attachment 1: Updated Funding Scenarios](#)
[Attachment 2: Change Control Process](#)

Est. Staff Time: 10 Minutes

- 4.5. 2019 Capital Improvement Committee Work Plan, and Proposed 2020 Work Plan and Meeting Schedule. [19-1140](#)

Recommendation: A. Review the 2019 Capital Improvement Program Committee Work Plan and make revisions as necessary;
B. Review the proposed 2020 Capital Improvement Program Committee Work Plan and make revisions as necessary; and
C. Review and approve the proposed 2020 CIP Committee meeting schedule.

Manager: Michele King, 408-2630-2711

Attachments: [Attachment 1: 2019 CIP Committee Workplan](#)
[Attachment 2: Draft 2020 CIP Committee Workplan](#)
[Attachment 3: 2020 CIP Meeting Schedule](#)

Est. Staff Time: 10 Minutes

5. INFORMATION ITEMS:

6. CLERK REVIEW AND CLARIFICATION OF COMMITTEE REQUESTS.

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

7. ADJOURN:

- 7.1. Adjourn to Regular Meeting at 10:00 a.m., on January 13, 2020, in the Santa Clara Valley Water District Headquarters, Board Conference Room A-124, 5700 Almaden Expressway, San Jose, California.

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Santa Clara Valley Water District Water Storage Exploratory Committee Meeting

**Headquarters Boardroom
5700 Almaden Expressway
San Jose CA 95118**

REGULAR MEETING AGENDA

**Wednesday, December 11, 2019
10:00 AM**

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

**WATER STORAGE EXPLORATORY
COMMITTEE**

Gary Kremen, Chair, District 7
Richard P. Santos, District 3
John Varela, District 1

All public records relating to an item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the Clerk of the Board at the Santa Clara Valley Water District Headquarters Building, 5700 Almaden Expressway, San Jose, CA 95118, at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to attend the committee meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 265-2600.

CHRISTOPHER HAKES
Committee Liaison

GLENNA BRAMBILL
Management Analyst II
Office/Clerk of the Board
(408) 630-2408
gbrambill@valleywater.org
www.valleywater.org

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

**Santa Clara Valley Water District
Water Storage Exploratory Committee
REGULAR MEETING
AGENDA**

Wednesday, December 11, 2019

10:00 AM

Headquarters Boardroom 5700 Almaden
Expressway San Jose CA 95118

1. CALL TO ORDER:

1.1. Roll Call.

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

Notice to the public: This item is reserved for persons desiring to address the Committee on any matter not on this agenda. Members of the public who wish to address the Committee on any item not listed on the agenda should complete a Speaker Form and present it to the Committee Clerk. The Committee Chair will call individuals in turn. Speakers comments should be limited to two minutes or as set by the Chair. The law does not permit Committee action on, or extended discussion of, any item not on the agenda except under special circumstances. If Committee action is requested, the matter may be placed on a future agenda. All comments that require a response will be referred to staff for a reply in writing. The Committee may take action on any item of business appearing on the posted agenda.

3. APPROVAL OF MINUTES:

3.1. Approval of Minutes.

[19-1115](#)

Recommendation: Approve the October 25, 2019, Meeting Minutes.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 102519 DRAFT Mins](#)

Est. Staff Time: 5 Minutes

4. INFORMATION ITEMS:

4.1. Standing Items Information.

[19-1116](#)

Recommendation: A. This agenda item allows the Committee to receive verbal or written updates and discuss the following subjects. These items are generally informational; however, the Committee may request additional information from staff:

B. This is informational only and no action is required.

1. Update on Los Vaqueros Reservoir Expansion Project (Metra Richert) and Update on Management of South Bay Aqueduct (SBA) Facilities (Erin Baker)

Report:

Valley Water staff have been working with Contra Costa Water District (CCWD) and Clean Energy Capital (CEC) to review the draft LVE Project JPA Term Sheet, defining Local Agency Partner (LAP) participation. CCWD and CEC have held conference call workshops to discuss Term Sheet feedback and LAP concerns, attended by both Valley Water staff and executive management, focused mainly on defining proposed JPA roles, responsibilities, and project participant risks. JPA formation and structure (i.e., project governance) will be the foundation for LAP participation in the LVE Project moving forward. As such, future workshops are expected to continue JPA-related discussions, and address proposed LAP project costs and operations for both Los Vaqueros Reservoir Expansion storage and Transfer Bethany Pipeline conveyance. Valley Water General Counsel has also been working with other LAPs to select external legal counsel for pending review of the JPA Term Sheet and proposed formation/structure.

Related to specific LAP coordination, Valley Water staff have been evaluating Bay Area Water Supply & Conservation Agency (BAWSCA) and San Francisco Public Utilities Commission (SFPUC) requests to convey, treat and transfer their LVE Project water through South Bay Aqueduct (SBA) facilities, Valley Water's Water Treatment Plants, and the Milpitas Intertie. Staff presented a brief high-level review of SBA and Valley Water facility capacities at BAWSCA meeting during November 2019 and will continue to explore options to facilitate these requests. Additionally, Valley Water financial staff have been working with external consultants to analyze proposed usage fees related to project reliance on existing facilities (e.g., existing Los Vaqueros Reservoir and Freeport Diversion), with draft fees and reports anticipated for by December

2019.

Staff will provide a verbal update at the 12-11-19, meeting.

Report:

The South Bay Contractors will meet with the Deputy Director of the State Water Project to discuss the South Bay Aqueduct condition issues on November 22, 2019. Staff will provide a brief verbal update at the 12-11-19, meeting.

2. Water Banking Opportunities including but not limited to Pleasant Valley Water District (Cindy Kao)
3. Update on Conceptual Lake Del Valle Modifications (Cindy Kao)
4. Del Puerto (Cindy Kao)

Manager: Michele King, 408-630-2711
Est. Staff Time: 10 Minutes

5. ACTION ITEMS:

5.1. Pacheco Reservoir Expansion Project Update [19-1117](#)

Recommendation: Receive and discuss information regarding status of the Pacheco Reservoir Expansion Project. This is an information-only item and no action is required.

Manager: Christopher Hakes, 408-630-3796

Attachments: [Attachment 1: PowerPoint Presentation](#)

Est. Staff Time: 10 Minutes

5.2. Semitropic Groundwater Bank Update [19-1118](#)

Recommendation: Receive and discuss information regarding the status of Semitropic Groundwater Bank. This is an information-only item and no action is required.

Manager: Garth Hall, 408-630-2750

Attachments: [Attachment 1: Semitropic Bank Contractual Allocations](#)
[Attachment 2: Valley Water's Semitropic GSP Comment Letter](#)

Est. Staff Time: 10 Minutes

- 5.3. Water Storage-P3 (Public Private Partnership) Project Delivery Presentation. [19-1119](#)
Recommendation: Receive and discuss information regarding a conceptual presentation from Mr. Paul Kelley-Infracapital. This is an information-only item and no action is required.
Manager: Michele King, 408-630-2711
Attachments: [Attachment 1: Infracap Presentation](#)
- 5.4. Legislative Guiding Principles - South Bay Aqueduct Operational Reliability and Maintenance [19-1156](#)
Recommendation: Recommend that the Board amend the 2020 Legislative Guiding Principles to add the South Bay Aqueduct Operational Reliability and Maintenance.
Manager: Rachael Gibson, 408-630-2884
Attachments: [Attachment 1: October 25, 2019 WSEC Agenda Item](#)
[Attachment 2: 2020 Legislative Guiding Principles and Proposals](#)
Est. Staff Time: 10 Minutes
- 5.5. Review Water Storage Exploratory Committee Work Plan and the Committee's Next Meeting Agenda. [19-1120](#)
Recommendation: Review the Committee's Work Plan to guide the Committee's discussions regarding policy alternatives and implications for Board deliberation.
Manager: Michele King, 408-630-2711
Attachments: [Attachment 1: 2019 WSEC Work Plan](#)
[Attachment 2: WSEC Next Meeting's DRAFT Agenda 2020](#)
6. CLERK REVIEW AND CLARIFICATION OF COMMITTEE REQUESTS.
This is an opportunity for the Clerk to review and obtain clarification on any formally moved, seconded, and approved requests and recommendations made by the Committee during the meeting.
7. **ADJOURN:**
- 7.1. Adjourn.

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Santa Clara Valley Water District Board Audit Committee Meeting

Headquarters Building Conference Room A-124
5700 Almaden Expressway
San Jose, CA 95118

11:00 AM REGULAR MEETING AGENDA

**Monday, December 16, 2019
11:00 AM**

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

BOARD AUDIT COMMITTEE

Barbara Keegan, Chair, District 2
Nai Hsueh, Vice Chair, District 5
Gary Kremen, District 7

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DARIN TAYLOR
Committee Liaison

MAX OVERLAND
Assistant Deputy Clerk II
Office/Clerk of the Board
(408) 630-2749
moverland@valleywater.org
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 Audit Committee
11:00 AM REGULAR MEETING
AGENDA**

Monday, December 16, 2019	11:00 AM	Headquarters Building Conference Room A-124
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1. CALL TO ORDER:

1.1. Roll Call.

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

Notice to the public: This item is reserved for persons desiring to address the Committee on any matter not on this agenda. Members of the public who wish to address the Committee on any item not listed on the agenda should complete a Speaker Form and present it to the Committee Clerk. The Committee Chair will call individuals in turn. Speakers comments should be limited to three minutes or as set by the Chair. The law does not permit Committee action on, or extended discussion of, any item not on the agenda except under special circumstances. If Committee action is requested, the matter may be placed on a future agenda. All comments that require a response will be referred to staff for a reply in writing. The Committee may take action on any item of business appearing on the posted agenda.

3. APPROVAL OF MINUTES:

3.1. Approval of Minutes.

[19-1185](#)

Recommendation: Approve the minutes.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: 111819 BAC Minutes](#)

Est. Staff Time: 5 Minutes

4. ACTION ITEMS:

4.1. Valley Water Comprehensive Annual Financial Report for the Fiscal Year Ending on June 30, 2019.

[19-1058](#)

Recommendation: Discuss the Valley Water Comprehensive Annual Financial Report (CAFR) for the Fiscal Year (FY) Ending on June 30, 2019, that staff will be recommending for Board acceptance and provide direction as needed.

Manager: Darin Taylor, 408-630-3068

Est. Staff Time: 5 Minutes

4.2. Develop the 2020 Board Audit Committee Work Plan. [19-1149](#)

- Recommendation: A. Provide feedback and approve the 2020 Board Audit Committee Work Plan.
 B. Confirm 2020 Board Audit Committee monthly meeting schedule selecting the third Wednesday of each month beginning at 12:00 p.m.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: 2020 BAC Work Plan](#)

Est. Staff Time: 5 Minutes

4.3. Request Board Auditor Activity Report from TAP International, Inc. to Evaluate Board Auditor Performance. [19-1157](#)

- Recommendation: Request Board Auditor Activity Report from TAP International, Inc. to evaluate Board Auditor performance.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: Annual Performance Report Outline](#)

Est. Staff Time: 5 Minutes

4.4. Quality and Environmental Management System (QEMS) Methodology Benchmarking Analysis. [19-1158](#)

- Recommendation: Discuss Potential Scope of Work for QEMS Methodology Benchmarking Analysis and Provide Staff Feedback.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: QEMS Methodology Benchmarking Analysis](#)

Est. Staff Time: 15 Minutes

5. INFORMATION ITEMS:

5.1. Review and Update 2019 Board Audit Committee Work Plan [19-1150](#)

- Recommendation: A. Review the 2019 Board Audit Committee Work Plan; and
 B. Discuss topics of interest raised at prior Board Audit Committee Meetings and make any necessary adjustments to the Board Audit Committee Work Plan.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: 2019 BAC Work Plan](#)

Est. Staff Time: 5 Minutes

5.2. Board Independent Auditor Report Update - TAP International, Inc.

[19-1153](#)

- Recommendation:
- A. Discuss the Annual Audit Work Plan and update, if necessary;
 - B. Discuss the status of on-going audits;
 - C. Discuss the Contract Change Order Audit Management Response to Draft Report; and
 - D. Discuss the scope of work for the ad-hoc review audits of grants, Valley Water hiring practices, and Board Agenda preparation process.

Manager: Darin Taylor, 408-630-3068

Attachments: [Attachment 1: Annual Audit Work Plan](#)

Est. Staff Time: 20 Minutes

6. CLERK REVIEW AND CLARIFICATION OF COMMITTEE REQUESTS.

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

7. ADJOURN:

7.1. Adjourn to Regular meeting as set by the Committee.

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Santa Clara Valley Water District

File No.: 19-1111

Agenda Date: 12/10/2019

Item No.: 6.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Approve the Agreement with Environmental Science Associates (ESA) for On-Call Planning & Design Services for Water Resources and Stewardship Agreement, CAS File No. 5017, for a not-to-exceed fee of \$1,000,000; and approve the Agreement with GEI Consultants for On-Call Planning and Design Services for Water Resources and Stewardship Agreement, CAS File No. 4968, for a not-to-exceed fee of \$1,000,000.

RECOMMENDATION:

- A. Approve the On-Call Planning & Design Services for Water Resources & Stewardship Agreement with Environmental Science Associates (ESA), for a not-to-exceed fee of \$1,000,000 for the initial base term of four years, with the option to renew for up to one year, at the sole discretion of the District, for an additional amount of \$500,000; and
- B. Approve the On-Call Planning & Design Services for Water Resources & Stewardship Agreement with GEI Consultants, Inc. (GEI), for a not-to-exceed fee of \$1,000,000 for the initial base term of four years, with the option to renew for up to one year, at the sole discretion of the District, for an additional amount of \$500,000.

SUMMARY:

Santa Clara Valley Water District's (Valley Water) engineering staff routinely provides technical support in the planning of long-range watersheds management and capital projects. The recommended On-Call Planning and Design services agreements are intended to augment services performed by Valley Water staff and provide additional services, as needed.

The objective of these agreements is to support District staff to:

- Develop long-range plans to implement projects that integrate flood protection, water supply and environmental stewardship; and
- Conduct planning studies to provide watershed and site-specific plans for water supply, flood risk reduction, and ecological restoration and/or enhancement plans; and
- Providing services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and

- Build community support through planning processes for plan and project implementation

These agreements are set up to supplement technical expertise or staffing needed for timely delivery of work products in Valley Water's annual budget.

Consultant will provide a range of consulting services, as requested on a task-by-task basis by Valley Water, to supplement staff resources for completing a portfolio of water resources and watershed stewardship long-range plans, and planning and conceptual design projects.

Examples of projects that Consultant may be requested to perform include, but are not limited to:

- integrated water resources management plans,
- watershed specific or stream corridor priority plans,
- water supply, flood protection and ecological enhancement and restoration projects, and
- stakeholder outreach in support of various planning processes.

Consultant Background

ESA's team includes four subconsultants, and GEI's includes five subconsultants. Therefore, with the approval of both agreements, Valley Water will have access to the varied expertise of nine different project planning expert firms.

Consultant Selection Process

On February 22, 2019, a Request for Proposal (RFP) for On-Call Planning & Design Services for Water Resources and Stewardship was published on Valley Water's Contract Administration System (CAS). The RFP was sent to firms that are registered in CAS, under expertise code EV11 - Environmental Planning and Management.

Valley Water received proposals from four consultant firms. An Evaluation Committee (EC), consisting of four subject matter experts and one advisor, all from Valley Water, ranked the written proposals. Three of the four respondents were invited to participate in the subsequent oral interviews. Based on the combined (written and oral) rating scores, the EC recommended that staff undertake contract negotiations with ESA and GEI, the two highest ranked firms.

On May 1, 2019, Valley Water staff initiated contract negotiations with ESA and GEI. The final agreements, including scopes of work and hourly rates, have been successfully negotiated with these firms.

FINANCIAL IMPACT:

The overall potential financial impact of entering into both agreements is \$3,000,000. The not-to-exceed amount for each agreement is \$1,000,000 for the initial 4-year term, with an option to renew the agreement for an additional year that would increase the not-to-exceed amount by \$500,000. On-call services will be charged in accordance with each approved task order to budgeted funds from the appropriate projects.

CEQA:

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

ATTACHMENTS:

Attachment 1: Agreement with Environmental Science Associates

Attachment 2: Agreement with GEI Consultants, Inc.

UNCLASSIFIED MANAGER:

Vincent Gin, 408-630-2633

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STANDARD ON-CALL CONSULTANT AGREEMENT

(For Capital Consultant Agreements)

Terms and Conditions Template
Rev. B [7/1/2018-06/30/2019]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (District), and ENVIRONMENTAL SCIENCE ASSOCIATES, a California corporation, (Consultant), individually the Party or collectively the Parties.

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

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

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule, Scope of Services, attached hereto and incorporated herein by this reference (Schedule). The District may require Consultant to provide all or a portion of these services (Services) through subsequently executed task orders (Task Orders). Task Orders will be in the form of the template described in Section Twelve, subsection 13, Task Orders and in Appendix Three of the Standard On-Call Consultant Agreement, Task Order Template. These Services will be provided on an on-call basis (On-Call).

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

- A. Each Scope of Service described in an attached Schedule must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with District staff in engineering, asset management, operations, and maintenance units to be made aware of District operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule.
- B. Unless the requirements for the Services described in the attached Schedule are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.

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

2. Consultant Controlled Areas

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

3. Licensing

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

4. District's Approval of Deliverables

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

5. Errors and Omissions

The Services may include preparation of deliverables by Consultant to be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction contract documents to the extent caused by Consultant's negligent acts, errors, or omissions.

6. District Standardization Requirements

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

- B. Engineering drawings prepared by Consultant must be in compliance with the District's CADD and drafting standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with the District's CADD software at no additional cost to the District. Prior to acceptance, the District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the Consultant.

7. Consultant's Key Staff and Subconsultants

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

H. Consultant's Subconsultants

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

8. Compliance with All Laws

- A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to state and federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that the District's assistance is necessary to achieve such compliance, Consultant shall promptly notify the District.
- B. Consultant shall provide, at District's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, the District has the right to inspect and copy any records of Consultant regarding such compliance.
- C. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

9. Occupational Safety and Health

- A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.

- B. Consultant shall immediately notify the District in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon the District's request, Consultant shall provide the District with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

10. Consultant as Independent Contractor

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

11. Standard of Care

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

SECTION THREE

DUTIES OF DISTRICT

1. Available Data

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

2. Review of Deliverables

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

3. Access to District Facilities

The District will facilitate access to District facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of the District, as described in the Schedule will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule, Fees and Payments, for completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule, Fees and Payments. Payments made by the District to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services. All Service requests will be made by the District on an as-needed basis, subject to future Task Order(s) executed by the District and Consultant.
- B. It is understood and agreed that this total is an estimate, and that the actual amount of Services requested by the District may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement.
- C. Attachment One to the Scope of Services, Fees and Payments, sets forth the hourly rates and fixed fee amounts, if any, for Services Consultant may perform pursuant to an executed Task Order.
- D. Services to be performed pursuant to a Task Order will commence only after written approval from the District Deputy Operating Officer.
- E. Notwithstanding any other provision of this Agreement, District agrees to pay Consultant in accordance with the terms set forth in an executed Task Order. Consultant represents and warrants that the amounts charged to the District for Services do not exceed the amounts normally charged by Consultant to other customers for similar Services.
- F. Upon the written approval of the District Deputy Operating Officer referenced herein, the Services described in a Task Order task may be reduced or eliminated.
- G. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California.

However, District will reimburse Consultant and its Subconsultants for mileage incurred from District Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services and executed Task Orders; and include the following:
 - 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) A description of the site where Services were performed, if applicable;
 - 4) The name of District staff requesting Services;
 - 5) The dates when Services were performed;
 - 6) Other direct charges and reimbursable expenses by Task Order task;
 - 7) Other direct charges and expenses must reflect actual fees versus the Task Order not-to-exceed fees as stated in Attachment One to Schedule, Fees and Payments; and/or Task Orders.
 - 8) The total amount due for completing the Services specified in that Task Order, which must not exceed the not-to-exceed amount specified in that Task Order.
 - 9) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices will be organized such that the billing categories correspond with the Task Order.
- C. Notwithstanding language to the contrary in an executed Task Order, the Consultant must invoice the District for a Task Order within 30 calendar days of the District accepting the deliverables of that Task Order.

D. Consultant shall send all invoices to:

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

E. Consultant must also ensure that each invoice contains the following information:

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

F. Consultant shall invoice for its performance of the Services as stated in an executed Task Order on a monthly basis consistent with the task fee breakdown stated in Attachment A to the Task Order(s). Unless otherwise specified in a Task order, Consultant will be paid for the Services as described in an executed Task Order.

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

H. District may in good faith assert a bonafide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant under this Agreement is subject to a bonafide dispute between the Parties, within 30 calendar days of Consultant's delivery of the invoice on which a disputed amount appears, District will notify Consultant in writing of the specific items in dispute, and will describe the District's reason(s) for disputing each such item. Consultant and the District Project Manager must act in good faith to resolve this dispute in a timely manner. If the dispute is not resolved by the Consultant and District Project Manager within 30 calendar days of Consultant receiving District's written notice of dispute, Consultant and the District will attempt to resolve the Dispute pursuant to Appendix Two to the Standard On-Call Consultant Agreement, Dispute Resolution.

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

3. Prevailing Wages

- A. A portion of the Services to be performed pursuant to this Agreement may be considered “Public Works” subject to California Labor Code §1771, et. seq. and the applicable implementing regulations.
- B. Labor Code §1720 includes “Inspection and Land Surveying” in its definition of “Public Works.” If Consultant’s Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
- C. The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.
- G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

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

4. Retention [NOT USED]

Unless otherwise specified in an executed Task Order, when the total compensation payable pursuant to this Agreement for an individual Task Order exceeds \$20,000, ten percent of each invoices for that Task Order will be withheld by the District and not paid to Consultant until 30 calendar days after the assigned District representative signs the final approval for all Services/deliverables as stated in the executed Task Order, consistent with Section Three Duties of District, subsection 2. Review of Deliverables.

Provided that at any time after 50% of the work has been completed, the District may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final contract close out.

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

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

2. Task Order Schedule

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

3. Project Delays

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

4. Changes to the Schedule.

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination.

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

2. District Rights

- A. Suspension: District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.
- B. Termination for Convenience: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3. Consultant's Compensation upon Termination or Suspension.
- C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for Services or expenses beyond the specified termination date.
- D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- E. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

3. Consultant's Compensation upon Termination or Suspension

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

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

4. Survival

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. District Ownership

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

2. Reuse of Instruments of Service

If the District desires to reuse the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which the District has already paid Consultant, the District will release Consultant from any liability incurred by the District from reusing said deliverables.

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

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

6. Copyright Claims

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of District. The District Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by the District.
- B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - 1) Execution of the Agreement by Consultant;
 - 2) Submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents;
 - 3) Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;

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

3. No Assignment

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

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

8. Binding Effect

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

9. Choice of Law and Venue

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

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about the District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.

- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by the District to have the information.
- D. Consultant will notify the District immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from the District.
- E. Notwithstanding the Confidentiality requirements, upon the request of the District Project Manager Consultant and its Subconsultants shall execute the District's most current Non-Disclosure Agreement in effect at that time.
- F. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

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

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to the District, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:

- 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; and
 - b. Within 30 calendar days of Consultant hiring, adding or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
- 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, an amendment to their Form 700 any time there is a change to their disclosure information.
- 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by the District, during the District's annual filing season as determined by the District;
- 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by the District, a Leaving Office Statement with the District when one of the following occurs:
 - a. Upon termination of this Agreement; and
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).
- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code §81000 et. seq. and Government Code §1090. If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District Project Manager, Consultant will have 15 calendar days to remove the employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to the District.

- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by the District is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by the District Project Manager, Consultant will prepare a proposed Task Order (See the Standard On-Call Consultant Agreement, Appendix Three Task Order Template).

The proposed Task Order must identify the following:

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

- D. Prevailing Wage Requirements: The Scope of Services may be considered by the District to be “Public Works” requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three Task Order Template.

14. Good Neighbor

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

15. Governmental Permits and Notifications

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

16. Taxes and Benefits

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

17. Nonwaiver of Rights

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

18. Notices

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

DISTRICT:

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

CONSULTANT:

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

19. Appendices

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

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

20. Schedule and Attachments

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

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

(SIGNATURES FOLLOW ON NEXT PAGE)

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

SANTA CLARA VALLEY WATER DISTRICT
District

ENVIRONMENTAL SCIENCE ASSOCIATES
Consultant

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

By: _____
Christie Beeman, P.E.
Director

Date: _____

Date: _____

ATTEST:

Consultant's Address:

180 Grand Avenue, Suite 1050
Oakland, CA 94612

Michele L. King, CMC
Clerk, Board of Directors

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

1. Conflict of Interest for Future Services

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

- A. For any agreement to be awarded for planning, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement (Note: a conflict may not exist where Consultant's Services did not create an unfair competitive advantage, where Consultant did not influence any of the District's decisions relating to the new agreement, and where Consultant's provision of Services amounts to a limited technical role overall);
- B. In response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- C. For any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

District shall retain the right to disqualify Consultant from any future agreement or services where it determines that a conflict of interest would apply.

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be **30%** or more of the Total Not-to-Exceed Fees stated in the Standard On-Call Consultant Agreement, Schedule OC, Attachment One Fees and Payments, and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District Project Manager.
- B. Task Orders are subject to approval by the District's Deputy Operating Officer unless delegated to the Unit Manager.

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

- C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$50,000.
- D. The total not-to-exceed amount for any one Task Order shall not exceed \$150,000.

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

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

- A. Alternate Dispute Resolution District intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.
 - a. Consultant and its Subconsultants are expected to participate in all ADR efforts.
 - b. The cost of partnering, training facilities, and facilitator will be borne by District.

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

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

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

- 1) Parties shall comply with the process as required by the mediator with regard to providing the mediator with a memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, or otherwise agreed by the Parties, the Parties may mutually exchange such memoranda.

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
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:

**STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
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

There shall be no stenographic record of the mediation.

M. Termination of Mediation

1) The mediation shall be terminated:

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

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

- 1) The expenses of witnesses for each Party must be paid by the Party producing the witnesses.**

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

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

5. Compensation for Participation in Mediation

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

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

Task Order No. _____

Title: _____

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

District: _____

Consultant: _____

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

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

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

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

8. Signatures:

Signature:

ENVIRONMENTAL SCIENCE ASSOCIATES
Christie Beeman, P.E.
Director

DATE

Signature:

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

DATE

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**SCHEDULE OC
ON-CALL SCOPE OF SERVICES**

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

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

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

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

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

Certificates of Insurance

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

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

The certificates will:

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5017**

SCHEDULE OC ON-CALL SCOPE OF SERVICES

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**](mailto:Insurance.Certificates@valleywater.org)

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 5017**

IMPORTANT: The agreement or CAS number must be included.

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

**SCHEDULE OC
ON-CALL SCOPE OF SERVICES**

Required Coverages

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

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

General Liability insurance must include:

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

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

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

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

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

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

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

- 4. Workers' Compensation and Employer's Liability Insurance**

SCHEDULE OC ON-CALL SCOPE OF SERVICES

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

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

General Requirements

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

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

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses and related investigations, claim

SCHEDULE OC ON-CALL SCOPE OF SERVICES

administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

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

**SCHEDULE OC
ON-CALL SCOPE OF SERVICES**

CHECK LIST OF DOCUMENTS NEEDED

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

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**SCHEDULE OC
ON-CALL SCOPE OF SERVICES**

1. Representatives

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

Dámaris Villalobos-Galindo (DPM)
Associate Engineer
Water Resources Planning and Policy
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3165
Email: DVillalobos-Galindo@valleywater.org

Afshin Rouhani (District Unit Manager)
Water Policy and Planning Manager
Water Resources Planning and Policy
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 334-3646
Email: arouhani@valleywater.org

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

Phone: (408) 630-2633
Email: VGin@valleywater.org

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

John Bourgeois (Consultant Project Manager or CPM)
Senior Program Manager
Environmental Science Associates
180 Grand Avenue, Suite 1050
Oakland CA 94612

Phone: (408) 314-8859
Email: JBourgeois@esassoc.com

SCHEDULE OC ON-CALL SCOPE OF SERVICES

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

Andrew Collison, PhD (Consultant Principal Officer)
Director
Environmental Science Associates
180 Grand Avenue, Suite 1050
Oakland, CA 94612

Phone: (510) 463-6730
Email: acollison@esassoc.com

2. Scope of Services

The objective of this Agreement for on-call Services is for Consultant to perform planning services for water resources and stewardship.

The Agreement's overall objectives are to support District staff to:

- Develop policies and long-range plans that integrate flood protection, water supply and environmental stewardship; and
- Conduct planning studies to deliver watershed specific and site-specific plans for water supply, flood risk reduction and ecological enhancement and restoration plans; and
- Providing services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and
- Build community support through these planning processes for plan and project implementation.

This Agreement is set up to supplement expertise or staffing needed for timely delivery of work products in the District annual budget.

Consultant shall provide a range of consulting services, as requested by the District, to supplement staff resources for completing a portfolio of water resources and watershed stewardship policy, long-range plans, and planning and conceptual design projects.

Examples of these projects that Consultant may be requested to perform include, but are not limited to:

SCHEDULE OC ON-CALL SCOPE OF SERVICES

- integrated water resources management plans,
- watershed specific or stream corridor priority plans,
- water supply, flood protection and ecological enhancement and restoration projects, and
- community outreach in support of various planning processes.

3. Project Objectives

- A. Develop policies and long-range plans that integrate flood protection, water supply and environmental stewardship; and
- B. Conduct planning studies to deliver watershed specific and site-specific plans for water supply, flood risk reduction and ecological enhancement and restoration plans; and
- C. Provide needed services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and
- D. Build community support through these planning processes for plan and project implementation.

4. District Background

The District is a public agency providing water supply, flood protection and stream stewardship throughout Santa Clara County. It serves approximately two million people in all 15 cities and the unincorporated areas in the county.

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in five copies, if requested. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions as determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.

SCHEDULE OC ON-CALL SCOPE OF SERVICES

- 4) **District Quality Environmental Management System.** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the services described herein is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in section 3, Project Objectives.
- 6) **Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.
- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by the District, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to coordinate with District's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.
- 8) **Completeness.**
 1. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.
 2. A Complete Design Set must include all the information required for a constructible set of plans, and specifications; include a project cost and estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

B. Project-Specific Assumptions and Requirements.

Work, at the sole discretion of the District, will be authorized through task orders, which will detail related assumptions and requirements. The following assumptions or requirements may also apply.

SCHEDULE OC ON-CALL SCOPE OF SERVICES

- 1) **Contracting Approach:** The Agreement authorizes Services on an on-call basis. Tasks, at the sole discretion of the District, will be authorized through Task Orders signed by the Designated Authorities. The task orders will specify the services needed, schedule, and not-to-exceed budget amount. The Consultant will be led by a District Project Manager. As needed, the Consultant will be working with a team of internal and external water resources specialists, biologists, and engineers with expertise in hydrology and hydraulics, geomorphology and engineering modeling and engineering designs.

6. Scope of Services Tasks

The On-Call Scope of Services will generally include, but is not limited to the following:

Task 1 – On-Call Services

- 1.1 The On-Call Scope of Services will generally include tasks for project management, plans or documents delivery, stakeholder engagement, customizing models or tools used for specific analysis/plans, and supplemental services to adaptively address emerging issues identified in the planning process.
- 1.2 Types or categories of these projects include, but not limited to: Integrated water resources management plans; watershed specific or stream corridor priority plans; flood protection and ecological enhancement and restoration plans or projects.
- 1.3 Other projects and plans may need to be supported by this Agreement.

Task 1 - Deliverables

1. To be defined in the Task Orders, as assigned.

Task 1 - Assumptions

1. Examples projects that may need consulting support services are provided below.

One Water Plan: <https://www.valleywater.org/your-water/one-water-plan>

Coyote Creek Flood Protection Project: <https://www.valleywater.org/project-updates/creek-river-projects/coyote-creek-flood-protection>

Upper Penitencia Flood Protection Project: <https://www.valleywater.org/project-updates/creek-river-projects/upper-penitencia-creek-flood-protection>

Salt Ponds A5-11 Restoration: <https://www.valleywater.org/sites/default/files/2018-03/Chapter%204%20-%20Water%20Resources%20Stewardship.pdf>

**SCHEDULE OC
ON-CALL SCOPE OF SERVICES**

7. ATTACHMENTS

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

Attachment One to Schedule OC - Fees and Payments

Attachment Two to Schedule OC - Schedule of Completion

Attachment Three to Schedule OC - Consultant's Key Staff and Subconsultants

Attachment Four to Schedule OC - Reference Materials

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

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$1,000,000** (Not-to-Exceed Fees or NTE) for the initial base term with the option to renew for up to 1-year, at the sole discretion of the District, for an additional NTE total amount of \$500,000. Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount, if any, that will be authorized pursuant to this Agreement. The District, at its sole discretion, may issue Task Orders.**

2. Terms and Conditions

Payments for Services performed, as defined in each Task Order, which applies to the specific Services, will be based on the following terms:

- A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3.0% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Operating Officer.

C. Reimbursable Expenses

- 1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies. These other direct expenses as approved by the District Project Manager will be billed monthly at actual cost linked to each Task Order, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct

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

expense item(s) with monthly invoices submitted.

2. Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
 3. Travel expenses are reimbursed at actual cost. Travel and overnight accommodations including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.
 4. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.
- D. For staff with rates exceeding the rate of \$350/hr., the Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

E. Prevailing Wage Requirements [NOT USED]

1. The Scope of Services described in the Task Order; if applicable, is considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Standard On-Call Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
2. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

HOURLY/UNIT RATE SCHEDULE

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

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: Environmental Science Associates	
Project Technician I	\$67.90
Project Technician II	\$97.53
Project Technician III	\$124.88
Associate I	\$75.98
Associate II	\$91.40
Associate III	\$106.51
Senior Associate I	\$106.90
Senior Associate II	\$118.56
Senior Associate III	\$139.05
Managing Associate I	\$134.35
Managing Associate II	\$150.91
Managing Associate III	\$182.83
Director I	\$165.58
Director II	\$192.64
Director III	\$229.66
Senior Director I	\$221.81
Senior Director II	\$267.06
Senior Director III	\$323.16
Subconsultant: Sara Duckler	
Principal	\$191.00
Subconsultant: Consensus For Collaboration Program (CCP)	
Principal	\$216.56
Project Manager/Managing Senior Mediator/Facilitator	\$210.00
Senior Mediator/Facilitator	\$200.81
Lead Mediator/Facilitator	\$164.06
Contracts/Financial Management	\$93.19
Subconsultant: HDR Engineering	
Company Officer	\$319.98
Project Manager	\$303.34
Accounting	\$149.02
Senior Technical Lead	\$297.29
Technical Lead	\$232.99
Senior Project Engineer	\$214.84
Project Engineer	\$170.96
Associate Engineer	\$133.14

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

CLASSIFICATION	HOURLY/ UNIT RATE
Subconsultant: Horizon Water & Environment	
Admin	\$90.15
Technical Editor	\$105.13
Surveyor	\$115.05
GIS Technical	\$125.00
Analyst I	\$130.00
Analyst II	\$135.00
Associate I	\$150.00
Associate II	\$160.00
Senior Associate I	\$170.00
Senior Associate II	\$180.00
Director	\$195.00
Principal	\$215.00

REIMBURSABLE COSTS

ACTUAL COST RATES				
EQUIPMENT/UNIT NAME	PIECE	PER DAY	PER WEEK	PER MONTH
Quad drone	1	\$300	\$1200	na
Total station	1	\$200	\$600	na
RTK GPS survey unit	1	\$300	\$1200	na
RTK Smartnet Subscription	1	\$50	\$200	na
Trimble GPS	1	\$75	\$350	na
iPad + GPS sensor	1	\$75	\$350	na
Logging water level sensor	1	\$10	\$30	\$100
Logging barometric pressure	1	\$5	\$15	\$50

Note: Reimbursable Costs are paid at the Actual Cost Rates. These rates will remain constant for the duration of this Agreement.

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**ATTACHMENT TWO TO
SCHEDULE OC
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. The Agreement expires on **November 11, 2023**, with a one-year renewal option that may be exercised at the sole discretion of the District. If the District exercises this option, the Agreement total Not-To-Exceed amount will increase from **\$1,000,000** to **\$1,500,000**. The exercise of this option must be in the form of a written amendment signed by both Parties.
3. Each Task Order will state the schedule for Consultant's performance of that Task Order.
4. District and Consultant may agree to modify the schedule specified for Consultant's performance in an executed Task Order, as an administrative modification to the Agreement, and will confirm such modification in writing.

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

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

Team Member	Classification	Project Role	Contact Information
Andrew Collison	Director III	Project Director	180 Grand Avenue, Suite 1050 Oakland, CA 94612 (510) 463-6730 acollison@esassoc.com
John Bourgeois	Director III	Project Manager	180 Grand Avenue, Suite 1050 Oakland, CA 94612 (408) 314-8859 Jbourgeois@esassoc.com

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

Firm	Project Role	Contact Information
Duckler Associates	Strategy/Task Lead	Sara Duckler 35 Drake Ct. Walnut Creek, CA 94597 (408) 482-1458 duckler@duckler.com
Horizon Water and Environment	Task Lead	Ken Schwarz 266 Grand Ave., Suite 210 Oakland CA 94610 (510) 986-1851 (d) (510) 421-7664 (m) ken@horizonh2o.com
Consensus and Collaboration Program College of Continuing Education – Sacramento State	Stakeholder outreach	Dave Ceppos 304 S Street Sacramento, CA 95811 (916) 539-0350 (m) (916) 278-5015 (d) dceppos@csus.edu

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

Firm	Project Role	Contact Information
HDR	Civil engineering	Linc To 2033 Gateway Place, Suite 500 San Jose, CA 95110-3712 (925) 974.2540 (d) (415) 385.9477 (m) Linc.To@hdrinc.com

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**ATTACHMENT FOUR TO
SCHEDULE OC
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	Santa Clara Valley Water District (District) Standards for GIS Products July 2017 version

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STANDARD ON-CALL CONSULTANT AGREEMENT

(For Capital Consultant Agreements)

Terms and Conditions Template
Rev. B [7/1/2018-06/30/2019]

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (District), and GEI CONSULTANTS, INC., a Massachusetts Corporation (Consultant), individually the Party or collectively the Parties.

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

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

SECTION ONE

SCOPE OF SERVICES

The Scope of Services (Services) to be performed pursuant to this Agreement is described in the Schedule, Scope of Services, attached hereto and incorporated herein by this reference (Schedule). The District may require Consultant to provide all or a portion of these services (Services) through subsequently executed task orders (Task Orders). Task Orders will be in the form of the template described in Section Twelve, subsection 13, Task Orders and in Appendix Three of the Standard On-Call Consultant Agreement, Task Order Template. These Services will be provided on an on-call basis (On-Call).

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

- A. Each Scope of Service described in an attached Schedule must be performed by Consultant, or at its direction, to meet the purposes specified in this Agreement. References to "Consultant" herein include those performing any portion of the Services at its direction such as Subconsultants, vendors, suppliers, subcontractors, and other business entities and individuals. Consultant will collaborate with District staff in engineering, asset management, operations, and maintenance units to be made aware of District operational constraints, procedures, or preferences relevant to Consultant's performance of the Services described in the attached Schedule.
- B. Unless the requirements for the Services described in the attached Schedule are specifically modified in writing, Consultant must perform Services and provide all deliverables as required.

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

2. Consultant Controlled Areas

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

3. Licensing

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

4. District's Approval of Deliverables

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

5. Errors and Omissions

The Services may include preparation of deliverables by Consultant to be implemented in a public works construction project. Consultant is responsible for any direct or actual damages incurred by District which District determines result from Consultant's errors or omissions in Consultant's deliverables, including, but not limited to, any increase in the District's payment(s) due to its construction contractor, which increase is directly attributable to required revisions to the construction contract documents to the extent caused by Consultant's negligent acts, errors, or omissions.

6. District Standardization Requirements

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

- B. Engineering drawings prepared by Consultant must be in compliance with the District's CADD and drafting standards including line types, line weights, text sizes, text orientation, dimensioning, labeling/numbering system for detailed plan views and detailed section views. Drawings prepared using different CADD software and versions must be converted to be compatible with the District's CADD software at no additional cost to the District. Prior to acceptance, the District reserves the right to test the submitted CADD files to verify that the files are not corrupted or missing linkages (for blocks, etc., used in the drawing) and that the standards are retained during the conversion process used by the Consultant.

7. Consultant's Key Staff and Subconsultants

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

H. Consultant's Subconsultants

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

8. Compliance with All Laws

- A. Consultant's performance must be in compliance with the most current versions of any and all laws relevant to the Services it performs pursuant to this Agreement, including, but not limited to adherence to: all applicable governmental laws, statutes, ordinances, rules, codes, regulations, orders, and other requirements; governmental requirements applicable to state and federal compliance with the Professional Land Surveyors Act; state and federal Endangered Species Act; state and federal water quality laws; and all other state and federal laws or regulations regarding environmental protection and compliance, health, safety, wages, hours, equal employment opportunity, nondiscrimination, working conditions, and transportation. In the event that the District's assistance is necessary to achieve such compliance, Consultant shall promptly notify the District.
- B. Consultant shall provide, at District's request, documentation demonstrating Consultant's compliance with all laws as described herein. After reasonable notice and according to reasonable conditions, the District has the right to inspect and copy any records of Consultant regarding such compliance.
- C. Consultant represents and warrants that neither Consultant nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal government department or agency.

9. Occupational Safety and Health

- A. Consultant will perform the Services in compliance with the most current versions of all laws, standards, rules, and regulations of the Occupational Safety and Health Act, and all state and federal laws and regulations relating to safety and health standards. Consultant shall perform the Services in compliance with, will furnish only supplies, articles, and equipment that comply with such laws, standards, and regulations.

- B. Consultant shall immediately notify the District in the event of any personal injury accident or occurrence occurring during the performance of the Services. Upon the District's request, Consultant shall provide the District with documentation fully describing the accident and injury and the actions implemented to prevent similar occurrences.

10. Consultant as Independent Contractor

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

11. Standard of Care

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

SECTION THREE

DUTIES OF DISTRICT

1. Available Data

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

2. Review of Deliverables

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

3. Access to District Facilities

The District will facilitate access to District facilities as required for the Consultant to perform the Services.

SECTION FOUR

FEES AND PAYMENTS

1. Total Fixed Not-to-Exceed Fees

- A. Payment for all Services performed by Consultant to the satisfaction of the District, as described in the Schedule will be based on the Total Fixed Not-to-Exceed (NTE) Fees stated in Attachment One to the Schedule, Fees and Payments, for completion of the associated tasks. The District will make payments to the Consultant according to the terms provided for herein and in Attachment One to the Schedule, Fees and Payments. Payments made by the District to the Consultant for Services rendered will be considered full compensation for all personnel, materials, supplies, Subconsultant(s), equipment, reimbursable travel and per diem expenses incurred by the Consultant to perform the Services. All Service requests will be made by the District on an as-needed basis, subject to future Task Order(s) executed by the District and Consultant.
- B. It is understood and agreed that this total is an estimate, and that the actual amount of Services requested by the District may be less. There is no guarantee, either expressed or implied, as to the actual dollar amount that will be authorized under this Agreement.
- C. Attachment One to the Scope of Services, Fees and Payments, sets forth the hourly rates and fixed fee amounts, if any, for Services Consultant may perform pursuant to an executed Task Order.
- D. Services to be performed pursuant to a Task Order will commence only after written approval from the District Deputy Operating Officer.
- E. Notwithstanding any other provision of this Agreement, District agrees to pay Consultant in accordance with the terms set forth in an executed Task Order. Consultant represents and warrants that the amounts charged to the District for Services do not exceed the amounts normally charged by Consultant to other customers for similar Services.
- F. Upon the written approval of the District Deputy Operating Officer referenced herein, the Services described in a Task Order task may be reduced or eliminated.

- G. Automobile travel mileage expenses will be paid at the current IRS rate. District will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from District Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, District will reimburse Consultant and its Subconsultants for mileage incurred from District Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by the District, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

- A. Consultant's monthly invoices will be prepared in accordance with the terms of this Agreement, Section Four Fees and Payments, and represent Services performed and reimbursable costs incurred during the identified billing period. Invoices must be consistent with Scope of Services and executed Task Orders; and include the following:
- 1) Employee classification and name itemized with all labor charges by Service task;
 - 2) Summary of the amount Consultant has been billed by their Subconsultants and further detailed by Service task;
 - 3) A description of the site where Services were performed, if applicable;
 - 4) The name of District staff requesting Services;
 - 5) The dates when Services were performed;
 - 6) Other direct charges and reimbursable expenses by Task Order task;
 - 7) Other direct charges and expenses must reflect actual fees versus the Task Order not-to-exceed fees as stated in Attachment One to Schedule, Fees and Payments; and/or Task Orders.
 - 8) The total amount due for completing the Services specified in that Task Order, which must not exceed the not-to-exceed amount specified in that Task Order.
 - 9) To the extent that the Consultant is adding an administrative, processing, overhead or mark-up fee, the District will not pay for such duplication of costs for both the Consultant and its Subconsultants.
- B. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices will be organized such that the billing categories correspond with the Task Order.
- C. Notwithstanding language to the contrary in an executed Task Order, the Consultant must invoice the District for a Task Order within 30 calendar days of the District accepting the deliverables of that Task Order.

D. Consultant shall send all invoices to:

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

E. Consultant must also ensure that each invoice contains the following information:

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

F. Consultant shall invoice for its performance of the Services as stated in an executed Task Order on a monthly basis consistent with the task fee breakdown stated in Attachment A to the Task Order(s). Unless otherwise specified in a Task order, Consultant will be paid for the Services as described in an executed Task Order.

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

H. District may in good faith assert a bonafide dispute as to all or a portion of fees specified in any invoice. If any portion of an amount due to Consultant under this Agreement is subject to a bonafide dispute between the Parties, within 30 calendar days of Consultant's delivery of the invoice on which a disputed amount appears, District will notify Consultant in writing of the specific items in dispute, and will describe the District's reason(s) for disputing each such item. Consultant and the District Project Manager must act in good faith to resolve this dispute in a timely manner. If the dispute is not resolved by the Consultant and District Project Manager within 30 calendar days of Consultant receiving District's written notice of dispute, Consultant and the District will attempt to resolve the Dispute pursuant to Appendix Two to the Standard On-Call Consultant Agreement, Dispute Resolution.

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

3. Prevailing Wages

- A. A portion of the Services to be performed pursuant to this Agreement may be considered “Public Works” subject to California Labor Code §1771, et. seq. and the applicable implementing regulations.
- B. Labor Code §1720 includes “Inspection and Land Surveying” in its definition of “Public Works.” If Consultant’s Services includes such work, Consultant and its Subconsultants must comply with all Labor Codes applicable to prevailing wages.
- C. The Consultant and its Subconsultants shall not engage in the performance of public work, as defined in California Labor Code §1771.1, unless currently registered and qualified to perform public work pursuant to California Labor Code §1725.5.
- D. The General Prevailing Wage Rates issued by the California Department of Industrial Relations may be adjusted by the State throughout the term of this Agreement. Notwithstanding any other provision of this Agreement, Consultant will not be entitled to any adjustment in compensation rates in the event there are adjustments to the General Prevailing Wage Rates.
- E. This Agreement is subject to compliance monitoring and enforcement by the State of California Department of Industrial Relations. Upon request, the Consultant and Subconsultants must furnish the records specified in Labor Code §1776 directly to the Labor Commissioner, in a format prescribed by the Labor Commissioner.
- F. All records or documents required to be kept to verify statutory compliance with the prevailing wage requirement, such as certified payroll records, must be made available for audit at no cost to the District, at any time during regular business hours, upon written request by the District.
- G. **California State Department of Industrial Relations Contractor and Sub-Contractor Registration Requirements**

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

4. Retention [NOT USED]

Unless otherwise specified in an executed Task Order, when the total compensation payable pursuant to this Agreement for an individual Task Order exceeds \$30,000, ten percent of each invoices for that Task Order will be withheld by the District and not paid to Consultant until 30 calendar days after the assigned District representative signs the final approval for all Services/deliverables as stated in the executed Task Order, consistent with Section Three Duties of District, subsection 2. Review of Deliverables.

Provided that at any time after 50% of the work has been completed, the District may, at its sole discretion, determine that satisfactory progress is being made in the completion of the Agreement, and prospectively make the remaining progress payments in full. The retention previously withheld on the first 50% of the work will continue to be withheld until final contract close out.

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

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

2. Task Order Schedule

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

3. Project Delays

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

4. Changes to the Schedule.

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination.

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

2. District Rights

- A. Suspension: District may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. District may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice to Proceed or Task Order.
- B. Termination for Convenience: District may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for District's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3. Consultant's Compensation upon Termination or Suspension.
- C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from District specifying such failure or violation, District will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for Services or expenses beyond the specified termination date.
- D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for District's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- E. The rights and remedies provided herein to District are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

3. Consultant's Compensation upon Termination or Suspension

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

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

4. Survival

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. District Ownership

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

2. Reuse of Instruments of Service

If the District desires to reuse the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which the District has already paid Consultant, the District will release Consultant from any liability incurred by the District from reusing said deliverables.

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

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

6. Copyright Claims

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

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

SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of District. The District Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by the District.
- B. Formation of this Agreement between the Parties requires accomplishment of the following, as applicable:
 - 1) Execution of the Agreement by Consultant;
 - 2) Submission by the Consultant, and acceptance by the District, of evidence of all required insurance coverages and documents;
 - 3) Submission by the Consultant, and acceptance by the District, of evidence of all required Form 700 documents, if applicable;

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

3. No Assignment

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

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

8. Binding Effect

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

9. Choice of Law and Venue

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

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about the District's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that District staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.

- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by the District to have the information.
- D. Consultant will notify the District immediately of any request by any third party to have access to confidential information and will not disclose the requested information without first receiving express written authorization from the District.
- E. Notwithstanding the Confidentiality requirements, upon the request of the District Project Manager Consultant and its Subconsultants shall execute the District's most current Non-Disclosure Agreement in effect at that time.
- F. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

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

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.
- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to the District, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of the District, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against the District by such party.

D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon District's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:

- 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, in a manner prescribed by the District, an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; and
 - b. Within 30 calendar days of Consultant hiring, adding or promoting to a designated filer position, employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
- 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file in a manner prescribed by the District, an amendment to their Form 700 any time there is a change to their disclosure information.
- 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file an Annual Statement in a manner prescribed by the District, during the District's annual filing season as determined by the District;
- 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by the District, a Leaving Office Statement with the District when one of the following occurs:
 - a. Upon termination of this Agreement; and
 - b. Within 30 calendar days of Consultant employees, officers, agents, Subconsultants, and subcontractors vacating a designated filing position (i.e., removed from the Project, promotion, demotion, transfer to non-designated position, end of employment, or as a result of changes in designated filer positions in the District's Conflict of Interest Code).
- 5) Consultant understands and agrees that its employees, officers, agents, Subconsultants, and subcontractors may be disqualified from providing services to the District pursuant to the California Political Reform Act, Gov. Code §81000 et. seq. and Government Code §1090.

If any of Consultant's employees, officers, agents, Subconsultants, and subcontractors are disqualified from providing services, on written notice from District Project Manager, Consultant will have 15 calendar days to remove the employee(s), officer(s), agent(s), Subconsultant(s)' and subcontractor(s)' employee(s) from the Project and provide a replacement acceptable to the District.

- 6) The failure of Consultant's employees, officers, agents, Subconsultants, and subcontractors to file an Assuming Office, Annual, Amended, or Leaving Office Statement within the time prescribed by the District is deemed a material breach and may result in termination of the Agreement for cause.

13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by the District Project Manager, Consultant will prepare a proposed Task Order (See the Standard On-Call Consultant Agreement, Appendix Three Task Order Template).

The proposed Task Order must identify the following:

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

The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by the District for an individual Task Order will not exceed the amount agreed to in the Task Order.

- D. Prevailing Wage Requirements: The Scope of Services may be considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Standard Consultant Agreement Section Four Fees and Payments, subsection 3. Prevailing Wages, and Appendix Three Task Order Template.

14. Good Neighbor

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

15. Governmental Permits and Notifications

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

16. Taxes and Benefits

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

17. Nonwaiver of Rights

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

18. Notices

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

DISTRICT:

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

CONSULTANT:

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

19. Appendices

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

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

20. Schedule and Attachments

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

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

(SIGNATURES FOLLOW ON NEXT PAGE)

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

SANTA CLARA VALLEY WATER DISTRICT
District

GEI CONSULTANTS, INC.
Consultant

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

By: _____
Mark Freitas
Vice President, Sr. Consultant

Date: _____

Date: _____

ATTEST:

Consultant's Address:

180 Grand Avenue, Suite 1410
Oakland, CA 94612

Michele L. King, CMC
Clerk, Board of Directors

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1. Conflict of Interest for Future Services

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

- A. For any agreement to be awarded for planning, design, construction management, or the construction of any project that is related to the Services provided pursuant to this Agreement (Note: a conflict may not exist where Consultant's Services did not create an unfair competitive advantage, where Consultant did not influence any of the District's decisions relating to the new agreement, and where Consultant's provision of Services amounts to a limited technical role overall);
- B. In response to any request for proposal or District solicitation developed or prepared by or with the assistance of Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant; or
- C. For any single or sole source products/services related to the Services pursuant to this Agreement, or have a financial stake in any single or sole source products/services resulting from this Agreement.

District shall retain the right to disqualify Consultant from any future agreement or services where it determines that a conflict of interest would apply.

2. Dispute Resolution

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

3. Small Business Enterprise (SBE) Participation

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be **40%** or more of the Total Not-to-Exceed Fees stated in the Standard On-Call Consultant Agreement, Schedule OC, Attachment One Fees and Payments, and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by the District Project Manager.
- B. Task Orders are subject to approval by the District's Deputy Operating Officer unless delegated to the Unit Manager.

- C. District Unit Manager(s) is authorized to approve individual Task Orders in an amount not-to-exceed \$50,000.
- D. The total not-to-exceed amount for any one Task Order shall not exceed \$200,000.

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

1. Consultant's Questions and Concerns

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

2. Dispute Resolution

- A. Alternate Dispute Resolution District intends to use Alternate Dispute Resolution (ADR) techniques including partnering and mediation to resolve disputes relating to the Project.
 - a. Consultant and its Subconsultants are expected to participate in all ADR efforts.
 - b. The cost of partnering, training facilities, and facilitator will be borne by District.

3. Negotiations Before and During Mediation

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

4. Voluntary Mediation

A. Initiation of Mediation

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

B. Request for Mediation

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

C. Selection of Mediator

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

STANDARD ON-CALL CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION

D. Qualifications of a Mediator

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

E. Vacancies

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

F. Representation

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

G. Time and Place of Mediation

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

H. Identification of Matters in Dispute

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

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

The mediator may require each Party to supplement such information.

I. Authority of Mediator

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

J. Privacy

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

K. Confidentiality

Except as provided by California or federal law or regulation:

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

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

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

L. No Stenographic Record

There shall be no stenographic record of the mediation.

M. Termination of Mediation

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

N. Exclusion of Liability

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

O. Interpretation and Application of These Mediation Provisions

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

P. Expenses

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

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

Task Order No. _____

Title: _____

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

District: _____

Consultant: _____

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

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

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

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

8. Signatures:

Signature:

GEI CONSULTANTS, INC.
[PRINT NAME]
[PRINT TITLE]

DATE

Signature:

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

DATE

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

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

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

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

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

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

Certificates of Insurance

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

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

The certificates will:

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

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4968**

IMPORTANT: The agreement or CAS number must be included.

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

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

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

Maintenance of Insurance

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

Renewal of Insurance

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

Consultant shall instruct its insurance broker/agent to:

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

Insurance.Certificates@valleywater.org

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

**Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Agreement/CAS No. 4968**

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

IMPORTANT: The agreement or CAS number must be included.

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

Required Coverages

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

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

General Liability insurance must include:

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

2. Business Auto Liability Insurance with coverage as indicated:

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

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

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

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

- a. If coverage contains a deductible, or self-insured retention, it shall not be greater than one hundred thousand dollars (\$100,000) per occurrence/event.
- b. Coverage shall include contractual liability
- c. If coverage is claims-made:
 - i. Certificate of Insurance shall clearly state that the coverage is claims-made.
 - ii. Policy retroactive date must coincide with or precede the Consultant's start of work (including subsequent policies purchased as renewals or replacements).

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

- iii. Policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- iv. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work.

4. Workers' Compensation and Employer's Liability Insurance

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

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

General Requirements

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

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

(NOTE: Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.

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

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

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

CHECK LIST OF DOCUMENTS NEEDED

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

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**SCHEDULE OC
ON-CALL SCOPE OF SERVICES**

1. Representatives

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

Dámaris Villalobos-Galindo (DPM)
Associate Engineer
Water Resources Planning and Policy
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3165
Email: DVillalobos-Galindo@valleywater.org

Afshin Rouhani (District Unit Manager)
Water Policy and Planning Manager
Water Resources Planning and Policy
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 334-3646
Email: arouhani@valleywater.org

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

Phone: (408) 630-2633
Email: VGin@valleywater.org

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

Peter E. F. Buck (Consultant Project Manager or CPM)
Senior Consultant, Natural Resources Planning/Ecosystem Restoration
GEI Consultants, Inc.
2868 Prospect Park Dr., Suite 400
Rancho Cordova, CA 95670

SCHEDULE OC ON-CALL SCOPE OF SERVICES

Phone: (916) 596-0790 (d)
(916) 730-9764 (m)
Email: pbuck@geiconsultants.com

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

Mark Freitas (Consultant Principal Officer)
Vice President, Sr Consultant
GEI Consultants, Inc.
180 Grand Ave., Oakland, CA, 94612

Phone: (510) 350-2906
Email: mfreitas@geiconsultants.com

2. Scope of Services

The objective of this Agreement for on-call Services is for Consultant to perform planning services for water resources and stewardship.

The Agreement's overall objectives are to support District staff to:

- Develop policies and long-range plans that integrate flood protection, water supply and environmental stewardship; and
- Conduct planning studies to deliver watershed specific and site-specific plans for water supply, flood risk reduction and ecological enhancement and restoration plans; and
- Provide services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and
- Build community support through these planning processes for plan and project implementation.

This Agreement is set up to supplement expertise or staffing needed for timely delivery of work products in the District annual budget.

Consultant shall provide a range of consulting services, as requested by the District, to supplement staff resources for completing a portfolio of water resources and watershed stewardship policy, long-range plans, and planning and conceptual design projects.

Examples of these projects that Consultant may be requested to provide services include, but are not limited to:

SCHEDULE OC ON-CALL SCOPE OF SERVICES

- integrated water resources management plans,
- watershed specific or stream corridor priority plans,
- water supply, flood protection and ecological enhancement and restoration projects, and
- community outreach in support of various planning processes.

3. Project Objectives

- A. Develop policies and long-range plans that integrate flood protection, water supply and environmental stewardship; and
- B. Conduct planning studies to deliver watershed specific and site-specific plans for water supply, flood risk reduction and ecological enhancement and restoration plans; and
- C. Provide needed services in completion of the planning phase of water supply, flood protection or ecological restoration-oriented projects; and
- D. Build community support through these planning processes for plan and project implementation.

4. District Background

The District is a public agency providing water supply, flood protection and stream stewardship throughout Santa Clara County. It serves approximately two million people in all 15 cities and the unincorporated areas in the county.

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of Services.** The Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet the District and Project requirements.
- 2) **Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in five copies, if requested. District may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) **Review of Deliverables.** The District will review and comment on all Project deliverables and forward to the Consultant for revision and preparation of final versions as determined by the District, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following the District review process.

SCHEDULE OC ON-CALL SCOPE OF SERVICES

- 4) **District Quality Environmental Management System.** The District maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various District work. Consultant will perform the Agreement tasks and/or sub-tasks in accordance with the QEMS framework.
- 5) **Consultant Responsibility.** Consultant, with its expertise in performing the services described herein is responsible for making the appropriate assumptions in each task to complete each task's deliverables and to achieve the Project objectives of this Agreement as described in section 3, Project Objectives.
- 6) **Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by the District.
- 7) **File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by the District, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, the District will not be responsible for delays in completing Project work. Consultant may need to coordinate with District's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.
- 8) **Completeness.**
 1. The completeness of a design set is determined primarily by the substance of the materials on the set, including the adequacy of background and relevant information. Three levels of completeness of a design set are defined using these four terms: Partially Complete; Substantially Complete; Virtually Complete; and Complete.
 2. A Complete Design Set must include all the information required for a constructible set of plans, and specifications; include a project cost and estimate; and provide sufficient direction to enable the construction to be performed. The set must be ready for engineering certification (stamping, signing and dating) by a Registered Professional Engineer(s). The set must show the work with complete details and dimensions; identify all constraints; include all background information and provide dimensions, and comply with all drafting, specifications and cost estimating standards.

B. Project-Specific Assumptions and Requirements.

Work, at the sole discretion of the District, will be authorized through task orders, which will detail related assumptions and requirements. The following assumptions or requirements may also apply.

SCHEDULE OC ON-CALL SCOPE OF SERVICES

- 1) **Contracting Approach:** The Agreement authorizes Services on an on-call basis. Tasks, at the sole discretion of the District, will be authorized through Task Orders signed by the Designated Authorities. The task orders will specify the services needed, schedule, and not-to-exceed budget amount. The Consultant will be led by a District Project Manager. As needed, the Consultant will be working with a team of internal and external water resources specialists, biologists, and engineers with expertise in hydrology and hydraulics, geomorphology and engineering modeling and engineering designs.

6. Scope of Services Tasks

The On-Call Scope of Services will generally include, but is not limited to the following:

Task 1 – On-Call Services

- 1.1 The On-Call Scope of Services will generally include tasks for project management, plans or documents delivery, stakeholder engagement, attending meetings, customizing models or tools used for specific analysis/plans, and supplemental services to adaptively address emerging issues identified in the planning process.
- 1.2 Types or categories of these projects include, but not limited to: Integrated water resources management plans; watershed specific or stream corridor priority plans; flood protection and ecological enhancement and restoration plans or projects.
- 1.3 Other projects and plans may need to be supported by this Agreement.

Task 1 - Deliverables

1. To be defined in the Task Orders, as assigned.

Task 1 - Assumptions

1. Examples projects that may need consulting support services are provided below.

One Water Plan: <https://www.valleywater.org/your-water/one-water-plan>

Coyote Creek Flood Protection Project: <https://www.valleywater.org/project-updates/creek-river-projects/coyote-creek-flood-protection>

Upper Penitencia Flood Protection Project: <https://www.valleywater.org/project-updates/creek-river-projects/upper-penitencia-creek-flood-protection>

Salt Ponds A5-11 Restoration: <https://www.valleywater.org/sites/default/files/2018-03/Chapter%204%20-%20Water%20Resources%20Stewardship.pdf>

SCHEDULE OC ON-CALL SCOPE OF SERVICES

7. ATTACHMENTS

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

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

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

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of District, as described in the Schedule and in all approved Task Orders will not exceed a total amount of **\$1,000,000** (Not-to-Exceed Fees or NTE) for the initial base term with the option to renew for up to 1-year, at the sole discretion of the District, for an additional NTE total amount of \$500,000. Under no conditions will the total compensation to the Consultant exceed this NTE payment amount without prior written approval in the form of an amendment to this Agreement executed by the District's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board. It is understood and agreed that this total is an estimate, and the total amount of Services to be requested by the District may be less. **There is no guarantee, either expressed or implied, as to the actual dollar amount, if any, that will be authorized pursuant to this Agreement. The District, at its sole discretion, may issue Task Orders.**

2. Terms and Conditions

Payments for Services performed, as defined in each Task Order, which applies to the specific Services, will be based on the following terms:

- A. The District will pay for Services provided by the Consultant according to the rates for professional, technical, and administrative personnel as well as materials and supplies as listed below in the Hourly/Unit Rate Schedule.
- B. The stated hourly rates are effective for the term of this Agreement unless otherwise revised as indicated. After 12 months from the date this Agreement is entered into by parties ("anniversary date"), and each 12 months thereafter, these hourly rates may be negotiated by the Consultant and the District, provided Consultant submits written notice to District of Consultant's request to revise the hourly rates 90 calendar days prior to the anniversary date of this Agreement. Both parties will use as a benchmark for negotiations the percent change for the previous 12 months of the "Employment Cost Index (ECI), for total compensation for private industry workers, for the San Francisco-Oakland-San Jose, CA CSA Census region and metropolitan area (not seasonally adjusted)" as published by the U.S. Department of Labor, Bureau of Labor Statistics, or 3.0% whichever is less. A negative index will result in rates remaining the same. Such rate revisions are subject to written approval by the District's Deputy Operating Officer.

C. Reimbursable Expenses

- 1. All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting and supplies.

These other direct as approved by the District Project Manager will be billed monthly at actual cost linked to each Task Order, provided that the Agreement total NTE amount is not exceeded.

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

Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.

2. Equipment purchased on behalf of the District that costs \$50 or more must receive the prior written approval of the District Project Manager. All equipment purchased on behalf of the District and paid for by the District shall become the property of the District and be delivered to District prior to expiration of this Agreement.
 3. Travel expenses are reimbursed at actual cost. Travel and overnight accommodations including per diem, required for performance of this Agreement will be paid per diem at the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval for such travel has been obtained from the District Project Manager. For air travel, District will pay the cost of a coach class or equivalent ticket. Where air travel is required, District will pay the total cost of taxi, rideshare, public transportation, or a rental car, which may include insurance, gas, car fee, and taxes, and will be paid for the actual costs incurred. Vehicle rental is limited to a compact or economy model, unless prior approval has been obtained from the District Project Manager for a different type of vehicle.
 4. Expenses incurred by the Consultant for Subconsultants, subcontractors and vendors, including lab services, will be reimbursed at actual cost. Consultant shall provide invoices for all such services regardless of cost.
- D. For staff with rates exceeding the rate of \$350/hr., the Consultant must obtain written approval from the District Project Manager as to the numbers of hours per task prior to that individual working on the Project.

E. Prevailing Wage Requirements [NOT USED]

1. The Scope of Services described in the Task Order; if applicable, is considered by the District to be "Public Works" requiring the payment of prevailing wages. See the Standard On-Call Consultant Agreement Section Four, Fees and Payments, subsection 3. Prevailing Wages.
2. In accordance with prevailing wage laws, the Director of the California Department of Industrial Relations (Director) has ascertained the general prevailing rate of wages and employer payments for health and welfare, pension, vacation, and similar purposes available to the particular craft, classification, or type of workers employed on the Project. These rates are set forth in the latest determination obtained from the Director, which is on file in the District's Office of the Clerk of the Board of Directors and incorporated herein by reference the same as though set forth in full. The rates are also available on the State of California Department of Industrial Relations website at <http://www.dir.ca.gov>.

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

HOURLY/UNIT RATE SCHEDULE

CLASSIFICATION	HOURLY/ UNIT RATE
Consultant: GEI Consultants, Inc.	
Senior Principal - Grade 10	\$350.00
Senior Consultant - Grade 9	\$350.00
Senior Consultant - Grade 8	\$280.00
Senior Professional - Grade 7	\$256.00
Senior Professional - Grade 6	\$214.00
Senior Professional - Grade 5	\$175.00
Project Professional - Grade 4	\$152.00
Project Professional - Grade 3	\$135.00
Staff Professional - Grade 2	\$130.00
Staff Professional - Grade 1	\$120.00
Subconsultant: Balance Hydrologics	
Senior Principal	\$239.00
Principal	\$192.00
Senior Professional	\$147.00
Project Professional	\$131.00
Senior Staff Professional	\$121.00
Staff Professional	\$114.00
Assistant Professional	\$102.00
Senior Project Administrator	\$131.00
Report Specialist	\$87.00
Subconsultant: Convey, Inc.	
Outreach Strategist, Senior	\$194.00
Content Manager, Senior	\$184.00
Content Manager, Associate	\$137.00
Graphic Designer, Senior	\$159.00
Graphic Designer, Associate	\$137.00
Digital Producer, Senior	\$165.00
Digital Producer, Associate	\$137.00
Subconsultant: Interethnica, Inc.	
Cultural Strategist	\$150.00
Project Manager	\$125.00

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

CLASSIFICATION	HOURLY/ UNIT RATE
Subconsultant: Jodi McGraw Consulting	
Principal Ecologist	\$125.00
Associate Ecologist	\$100.00
Assistant Ecologist	\$75.00
Subconsultant: Stillwater Sciences	
Principal	\$236.00
Senior Project Manager	\$160.00
Project Manager	\$129.00
Biologist I	\$107.00
Biologist II	\$122.00
Biologist III	\$159.00
Senior Biologist	\$180.00
Planner I	\$113.00
Planner II	\$141.00
Planner III	\$180.00
Senior Planner	\$216.00
Restoration Designer I	\$110.00
Restoration Designer II	\$137.00
Restoration Designer III	\$168.00
Senior Engineer	\$227.00
Senior Technical Specialist	\$197.00
Field Technician	\$94.00
GIS/CADD Technician	\$78.00
Project Coordinator	\$87.00

ACTUAL COST RATES				
EQUIPMENT/UNIT NAME	PIECE	PER DAY	PER WEEK	PER MONTH
Current meter and flow-measuring equipment	1	\$45	\$100	\$150
Acoustic Doppler Current Profiler	1	\$750		
SCT or conductivity meter	1	\$30	\$50	\$75
Dissolved oxygen meter	1	\$35	\$60	\$100
Turbidity meter/probe	1	\$35	\$60	\$100
pH meter	1	\$15	\$30	\$75
Electrical water-level indicator ("sounder")	1	\$25	\$50	\$75

Final Project Namesign Services for Water Resources and Stewardship
On-Call Scope of Services for Capital Consultant Agreements
Ver. 10-11-19

CAS File No. 4968

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

ACTUAL COST RATES				
EQUIPMENT/UNIT NAME	PIECE	PER DAY	PER WEEK	PER MONTH
Datalogger with two transducers	1	\$200	\$400	\$800
Additional transducers	1	\$75	\$100	\$200
Specific conductance + temperature sensor option	1	\$60	\$75	\$150
Standard 6 in. Rain gage for use with water-level datalogger	1	\$20	\$35	\$50
Solar power option	1	Negotiated cost		
Cell modem + real-time data access	1			
Self-contained datalogger (pressure and temp.)	1	\$25	\$50	\$100
Self-contained datalogger (pressure + SCT)	1	\$50	\$100	\$200
Barometric pressure logger (to use with self-contained log.)	1	\$25	\$50	\$100
Self-contained datalogging rain gage	1	\$25	\$50	\$100
Hand-held suspended-sediment sampler (DH-48; DH59)	1	\$40	\$80	\$120
High-flow suspended-sediment sampler (D49, D74)	1	\$100	\$200	\$240
Hand-held bedload sampler (Helley-Smith)	1	\$40	\$80	\$120
High-flow bedload sampler (Helley-Smith)	1	\$100	\$200	\$240
Automated water quality sampler	1	On request		
Hand-auger soil-sampling array (mud and multiple barrels)	1	\$80	\$100	\$120
Soft-sediment core sampler	1	\$45	\$150	\$150
Water quality sampler (DH-81)	1	\$40	\$120	\$120
Field filtering equipment	1	\$18	\$60	\$60
Level-transit or automatic level, tripod, rod	1	\$70	\$210	
Total station	1	\$100	\$280	
Differential GPS	1	at cost	at cost	
T-LiDAR	1	at cost	at cost	
Hand level	1	\$20	\$60	\$120
Cutthroat portable flume	1	\$50	\$80	\$100
Drone Rental	1	\$250		
Piezometers	1	Will vary by site		
Boat, "Klamath"	1	\$60.00	\$240.00	
Boat, 21 ft. aluminum	1	\$300.00	\$1,200.00	
Boat, Riverboat for ADCP	1	\$100.00	\$400.00	

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

ACTUAL COST RATES				
EQUIPMENT/UNIT NAME	PIECE	PER DAY	PER WEEK	PER MONTH
Boat, Zodiac Cadet 285S	1	\$50.00	\$200.00	
Boat, Zodiac Mark II Classic 14 ft.	1	\$150.00	\$600.00	
Motor, 15 HP	1	\$90.00	\$360.00	
Motor, 2.0 HP outboard	1	\$30.00	\$120.00	
Motor, 5.0 HP outboard	1	\$50.00	\$200.00	
Motor, 9.9 HP outboard	1	\$60.00	\$240.00	
Motor, boat electric	1	\$15.00	\$60.00	
Rangefinder, laser	1	\$65.00	\$260.00	
Rangefinder, Target	1	\$15.00	\$60.00	
Robotic Total Station	1	\$275.00		
Camera, Go Pro	1	\$20.00	\$80.00	
Camera, underwater	1	\$15.00	\$60.00	
Camera, Underwater set w/housing	1	\$30.00	\$120.00	
Camera, video & IR package	1	\$30.00	\$120.00	
Camera, wildlife remote sensing	1	\$5.00	\$20.00	
Camera/GPS Package	1	\$15.00	\$60.00	
E-Fishing Package Daily	1	\$435.00		
E-fishing, Backpack accessory package	1	\$70.00	\$280.00	
E-fishing, Boat accessory package	1	\$250.00	\$1,000.00	
Electrofisher (backpack)	1	\$300.00	\$1,200.00	
Electrofisher Barge w/generator	1	\$75.00	\$300.00	
Electrofisher, cataraft w/out generator	1	\$375.00	\$1,500.00	
Vertical Gill Net, Adult	1	\$70.00		
Vertical Gill Nets, Juvenile	1	\$650.00		
YSI 6920	1	\$250.00	\$750.00	
YSI 6920 - turbidity probe	1	\$20.00	\$80.00	
YSI Exo 100m cable	1	\$60.00	\$180.00	
YSI Exo 2	1	\$300.00	\$900.00	
Zooplankton Net	1	\$25.00	\$100.00	

Note: Reimbursable Costs are paid at the Actual Cost Rates. These rates will remain constant for the duration of this Agreement.

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**ATTACHMENT TWO TO
SCHEDULE OC
SCHEDULE OF COMPLETION**

1. This Agreement commences on the Effective Date, subject to accomplishment of all of the conditions to formation of an agreement listed in the Agreement at Section Twelve, Miscellaneous Provisions, subsection 2. Formation of Agreement.
2. The Agreement expires on **November 11, 2023**, with a one-year renewal option that may be exercised at the sole discretion of the District. If the District exercises this option, the Agreement total Not-To-Exceed amount will increase from **\$1,000,000** to **\$1,500,000**. The exercise of this option must be in the form of a written amendment signed by both Parties.
3. Each Task Order will state the schedule for Consultant's performance of that Task Order.
4. District and Consultant may agree to modify the schedule specified for Consultant's performance in an executed Task Order, as an administrative modification to the Agreement, and will confirm such modification in writing.

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

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

Team Member	Classification	Project Role	Contact Information
Peter Buck	Senior Professional - Grade 8	Project Manager, Natural Resources Planning	2868 Prospect Park Dr., Suite 400 Rancho Cordova, CA 95670 (916) 596-0790 pbuck@geiconsultants.com
Matthew Powers	Senior Professional - Grade 7	Strategic Integration, Engineering Feasibility	180 Grand Ave, Suite 1410 Oakland, CA 94612 (510)350-2902 mpowers@geiconsultants.com
Kwabena Asante	Senior Professional - Grade 6	Strategic Integration, Climate Vulnerability	2868 Prospect Park Drive, Suite 400 Rancho Cordova, CA 95670 (916) 631-4573 kasante@geiconsultants.com
Mark Freitas	Senior Consultant - Grade 8	Engineering Feasibility	180 Grand Ave., Suite 1410 Oakland, CA 94612 (510) 350-2906 mfreitas@geiconsultants.com

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

Firm	Project Role	Contact Information
Balance Hydrologics, Inc.	Strategic Integration, Engineering Feasibility, Modeling	Shawn Chartrand Balance Hydrologics, Inc. 800 Bancroft Way, Suite 101 Berkeley, CA 94710 (510) 704-1000 schartrand@balancehydro.com
Convey Inc.	Strategic Integration, Stakeholder partnerships, messaging, communication	Sybil E. Hatch 5901 Christie Ave., Suite #405 Emeryville, CA 94608 (510) 558-8825 x101 s.hatch@conveyinc.com
Stillwater Sciences Inc.	Strategic Integration, Ecosystem Processes, Habitat Restoration,	Bruce Orr 2855 Telegraph Avenue, Suite 400 Berkeley, CA 94705 (510) 848-8098 x111 bruce@stillwatersci.com

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

Firm	Project Role	Contact Information
Jodi McGraw Consulting	Conservation & Open Space Planning	Jodi M. McGraw PO Box 221 Freedom, CA 95019 (831) 768-6988 jodi@mcgrawconsulting.com
InterEthnica	Social Equity/Language Translation	Lisa Abboud 60 Rausch St., Suite 307 San Francisco, CA 94103 (415) 795-1851 abboud@interethnica.com

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**ATTACHMENT FOUR TO
SCHEDULE OC
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	Santa Clara Valley Water District (District) Standards for GIS Products July 2017 version

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Santa Clara Valley Water District

File No.: 19-1014

Agenda Date: 12/10/2019

Item No.: 6.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Budget Adjustment in the Amount of \$320,000; Approve an Increase of \$12,591.63 to the Construction Contract Contingency Sum; and Accept the Project as Complete for the Cunningham Flood Detention Facility Certification Project (Construction Stage 1 - Milestones 1 and 1a), Gordon N. Ball, Contractor, Project No. 40264011, Contract No. C0641 (San Jose) (District 1).

RECOMMENDATION:

- A. Approve a Fiscal Year 2020 budget adjustment in the amount of \$320,000 from Fund 12 Watershed Stream Stewardship Fund to the Cunningham Flood Detention Facility Project;
- B. Approve an increase of \$12,591.88 to the construction contract contingency sum;
- C. Accept the work as complete on the Cunningham Flood Detention Facility Certification Project (Construction Stage 1 - Milestones 1 and 1a), Project No. 40264011, Contract No. C0641; and
- D. Direct the Clerk of the Board to sign the Notice of Completion of Contract and Acceptance of Work for Construction Stage 1 - Milestones 1 and 1a and submit for recording to the County of Santa Clara Office of the Clerk-Recorder.

SUMMARY:

The construction contractor, Gordon N. Ball, Inc., has completed Construction Stage 1 (*Milestones 1 and 1a*)* for the Cunningham Flood Detention Facility Certification Project (Project). The construction contract was awarded in the amount of \$3,748,000.00 with a contingency budget of \$562,200.00 and the contract amount through the completion of Milestones 1 and 1a is \$4,322,791.88. Subject to any withholds required by law or the contract, acceptance of the work by the Board will allow for the release of \$214,789.59 in retention to the contractor.

**Milestone 1 is to complete all levee embankment, floodwall, and all other associated work within the Project area. Milestone 1a is to complete all remaining civil work, including completion of items on the deficiency list, obtaining approvals from Parks, Recreation and Neighborhood Services for items owned by the City of San Jose.*

Project Background

The Project is situated within Lake Cunningham Regional Park in the southeast section of San Jose and is just upstream of Santa Clara Valley Water District's (Valley Water) Lower Silver Creek Flood Protection Project. The park was designed and constructed in accordance with the park's Master

Plan originally developed in 1976 by the City of San Jose (City) to function dually as a recreational and flood detention facility. Lower Silver, Flint, and Ruby Creeks flow along the perimeter of the park. In 1978, Valley Water entered into a Joint Use Agreement with the City to develop a joint recreational-flood detention facility at the park site.

The park area functions as a detention basin and attenuates the 100-year flood peak flow from upstream. However, the detention facility does not have sufficient freeboard for it to be certified by the Federal Emergency Management Agency (FEMA). In order to meet this objective, Valley Water raised the existing levee ranging from 0 to 4 feet high along Capitol Expressway and Cunningham Avenue and adjacent to Lower Silver Creek, and constructed a floodwall ranging from 2 to 4 feet in height along Cunningham Avenue and Flint Creek. These improvements were necessary to satisfy FEMA freeboard requirements for flood protection facilities. Other Project elements include in-kind replacement of the existing chain-link fence along Cunningham Avenue park frontage, relocation of an existing trash compactor and greenwaste collection area; removal of concrete slabs at the existing trash compactor and greenwaste collection area, construction of a new pedestrian path, and regrading of approximately 70 feet of trails near the Lake Cunningham shoreline.

Valley Water and the City will apply to FEMA to certify the levee and floodwall that would remove about 3,800 parcels from the flood hazard area, eliminating the requirement for the property owners to purchase flood insurance.

The Contractor has completed Construction Stage 1 (*Milestones 1 and 1a*) of the contract.

Construction Stage 2 consists of the landscape and revegetation establishment maintenance work of the contract (*Milestones 2 and 3*), which is in progress and is scheduled for completion in June 2022.

This Board action is for the acceptance of the Construction Stage 1 (*Milestones 1 and 1a*). Staff will recommend a separate Board action to accept the Construction Stage 2 work (*Milestones 2 and 3*) after the landscape and revegetation establishment maintenance phase of the contract is completed.

Previous Board Actions

On April 10, 2018, the Board adopted the plans and specifications and authorized advertisement for bids for the construction of the Project.

On June 12, 2018, the Board awarded the subject contract to Gordon N. Ball, Inc. in the amount of \$3,748,000.00 and approved a contingency fund of \$374,800.00. The Board authorized the Chief Executive Officer (CEO) or designee to approve individual change orders up to the total amount of the contingency, with the Engineering Unit Manager and Deputy Operating Officer to approve individual changes up to \$100,000 and \$250,000, respectively.

On July 23, 2019, the Board approved an increase in contingency fund to \$562,200.00 or 15 percent (15%) of the original contract.

Budget Adjustment

If the Board approves Recommendations A and B, there will be an additional \$12,591.88 in the Project's construction contract contingency amount to execute the final construction contract change order, and an additional \$307,408 in funds necessary to complete the remaining construction phase elements. As of November 2019, the Project budget was overspent by \$120,510 due to higher labor hours than anticipated for the remaining construction work between July and November 2019. Staff is anticipating an additional \$186,898 is necessary to pay for labor, materials, and services to complete the remaining construction phase elements such as grant requirements, as-built documents, public outreach, and construction management during the 3-year planting establishment period.

Overall, the total Project construction cost has increased from \$3,748,000 to \$4,322,791.88. The funding sources for the Project are Fund 12 Watershed and Stream Stewardship and Grants from: 1) the Department of Water Resources Proposition 1E; the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protections Bond Act of 2006; and 2) the United States Department of Agriculture, Natural Resources Conservation Services.

Contract Change Orders

A total of eight contract change orders totaling \$551,588.81 were executed to date for this contract to address various issues, including unforeseen site conditions and utilities, staff-requested changes, post-design clarifications, and credits to the contract.

These changes included:

- A. \$52,269.45 for additional work required to address unforeseen site conditions. This includes work ranging from additional tree removal for \$11,938.00 to removing existing construction material stockpiles to a class 2 waste facility for \$33,800.00.
- B. \$72,520.09 for additional work required to address utility conflicts. This includes work ranging from installing a wood retaining wall to protect a PG&E manhole for \$4,176.11 to relocation existing utilities that were in conflict with the trash compactor pad for \$20,642.00.
- C. \$393,383.99 for additional Valley Water staff-requested changes. This includes work ranging from providing additional hazardous material testing for the levee fill material for \$12,290.00 to replacing a 36-inch storm drain pipe and concrete manhole for \$265,000.00.
- D. \$73,797.27 for additional work required to address post-design clarifications. This includes work ranging from revising the trash compactor pad elevations and trench drain details for \$19,513.08 to providing additional City mitigation planting for \$28,102.00.
- E. \$17,178.92 for credits back to the contract as a result of Valley Water supplied materials for the vault hatch and trash racks.

A final contract change order in the amount of \$23,203.07 has been negotiated by staff, which includes work such as additional requested hazmat testing on levee for soil contaminants, modifying

a drainpipe, installing additional fencing, and constructing a retaining wall around a utility manhole.

However, insufficient funds remain in the contingency sum to execute the change order. Staff is recommending the Board approve an increase to the contingency fund in the amount of \$12,591.88, which will enable staff to execute the final contract change order. If the Board approves the contingency increase, the total number of staff-approved change orders will increase to nine, resulting in an increase to the contract amount of \$574,791.88.

Table 1 presents a summary of the construction contract and contingency amounts as well as a breakdown of the recommended increase to the contingency sum and proposed final contract change order.

**TABLE 1. SUMMARY OF CONSTRUCTION CONTRACT
AND CONTINGENCY AMOUNTS**

	Contract Amount	Contingency Amount
Original Contract	\$3,748,000.00	\$374,800.00
Change Order No. 1 (staff approved)	\$69,799.00	<\$69,799.00>
Change Order No. 2 (staff approved)	\$29,544.30	<\$29,544.30>
Change Order No. 3 (staff approved)	\$21,874.84	<\$21,874.84>
Change Order No. 4 (staff approved)	\$2,464.88	<\$2,464.88>
Change Order No. 5 (staff approved)	\$97,563.47	<\$97,563.47>
Change Order No. 6 (staff approved)	\$40,708.85	<\$40,708.85>
Contract Amount and Remaining Contingency	\$4,009,955.34	\$112,844.66
Contingency Amount Increase (Board Approval on 7/23/2019)		\$187,400.00
Change Order No. 7 (CEO approved)	\$265,000.00	<\$265,000.00 >
Change Order No. 8 (staff approved)	\$24,633.47	<\$24,633.47>
Contract Amount and Remaining Contingency	\$4,299,588.81	\$10,611.19
Contingency Amount Increase (Pending Board Approval)		\$12,591.88
Change Order No. 9 (Pending staff approval)	\$23,203.07	<\$23,203.07>
Proposed Final Contract Amount and Remaining Contingency	\$4,322,791.88	\$0

Increase in Construction Contingency

There are insufficient funds remaining in the contingency sum to execute the proposed final change order No. 9. Staff recommends the Board approve an increase to the contingency sum for the Project in the amount of \$12,591.88 to allow staff to execute the final contract change order. The additional

contingency amount will result in a total contingency of \$574,791.88 or approximately 15.3 percent (15.3%) of the original contract amount of \$3,748,000.

Acceptance of the Work and Recording Notice of Completion of Contract

The California Civil Code allows an owner or agent to execute a Notice of Completion of Contract after acceptance of the work by the Board. The Notice of Completion of Contract and Acceptance of Work is included in Attachment 1 and it clearly indicates only Construction Stage 1 - Milestones 1 and 1a have been completed. The Designated Engineer has determined that the work has been completed, to the best of her knowledge, in accordance with the plans and specifications, and recommends acceptance. The Designated Engineer's recommendation of construction acceptance is included in Attachment 2. The Project Completion Letter is included as Attachment 3. Photos of the completed Project are included in the Construction Summary as Attachment 4.

Construction Contract Retention

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

Valley Water is currently withholding retention funds totaling five percent (5%) of the contract items associated with Milestones 1 and 1a in accordance with the Public Contract Code. Per the construction contract documents, Valley Water is required to release retention funds associated with the contract 35 days after recording the Notice of Completion of Contract and Acceptance of Work, subject to any withholds required by law or the contract.

Recording a Notice of Completion is recommended for the Milestones 1 and 1a work and a second Notice of Completion will be recommended once Milestones 2 and 3 work is complete. Retention withheld for Milestones 1 and 1a will be released as a result of this Board item and will be released for Milestones 2 and 3 after that work is completed and a Notice of Completion is recorded.

Total Project Expenditures

As indicated in the Summary of Construction Contract and Contingency Amounts (Table 1), with the issuance of change order No. 9, the original contract amount of \$3,748,000 has been increased by \$574,791.88 to \$4,322,791.88, an increase of approximately 15.3 percent.

FINANCIAL IMPACT:

Approval of Recommendations A and B will result in a FY20 Budget Adjustment to transfer a total of \$320,000 from the Fund 12 Watershed and Stream Stewardship Operating and Capital Reserve to the Cunningham Flood Detention Facility Certification Project, Project No. 40264011.

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 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

Construction Stage 1 – Milestones 1 and 1a

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 **Gordon N. Ball, Inc., 333 Camille Ave, Alamo, CA 94507** as Contractor therein, bearing the date **June 12, 2018** for the construction of **Cunningham Flood Detention Facility Certification Project (Construction Stage 1 – Milestones 1 and 1a), Contract No. C0641, and Project No. 40264011** and appurtenant facilities upon lands of said District known as **Lake Cunningham Regional Park in the southeast section of San Jose** 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 **December 10, 2019**.

That upon said contract, **Zurich American Insurance Company of Illinois, 1299 Zurich Way, Schaumburg, IL 60196 (Bond No. 9256732)** was surety on the bond given by said **Gordon N. Ball, Inc.** 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 **December 10, 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 **December 10, 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 **December 10, 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 CONSTRUCTION CONTRACT ACCEPTANCE

In accordance with **Article 9.14, Final Inspection of Work**, of the contract specifications, a final inspection was conducted on October 15, 2019 for the Cunningham Flood Detention Facility Certification Project, Contract No. C0641, Project No. 40264011. The Project Completion Letter dated October 30, 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:

ORIGINAL SIGNED BY

Brandon Ponce, P.E.
Senior Civil Engineer
Designated Engineer's Representative

Date

Concurrence:

ORIGINAL SIGNED BY

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

Date

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October 30, 2019

Mr. Fred Velasco
Gordon N. Ball, Inc.
333 Camille Ave
Alamo, CA 94507

Subject: Cunningham Flood Detention Facility Certification Project
Contract No. C0641, Project No. 40264011
Project Completion Letter

Dear Mr. Velasco:

In accordance with **Article 11.01.05 Project Completion**, this serves as the Project Completion Letter for the subject contract and established the completion of the project.

A Final Inspection for the subject project was performed on October 15, 2019. Completion of all Deficiency List items has been attested to by District staff.

The District is in receipt of the Project Completion Certification, dated October 21, 2019 from Gordon N. Ball.

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

If you have any questions, contact me at the District's Santa Teresa Building (408) 630-2787 or by e-mail at bponce@valleywater.org.

Sincerely,



Brandon Ponce, P.E.
Senior Civil Engineer
Construction Services Unit

cc: K. Neuman, Z. Shao, J. Luna, M. Riviera, B. Ponce, G. Ohea, A. Shelopal, K. Gonzales,
Contract File

as:bp
641

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Valley Water

Clean Water • Healthy Environment • Flood Protection

Cunningham Flood Detention Facility Certification Project

Notice of Completion of Construction Contract

December 10, 2019

Presentation Topics

- Project Objective and Location
- Project Construction Costs
- Construction Photos

Project Objective

- The objective is to construct a floodwall and raise existing levee height to satisfy FEMA freeboard requirements.
- Other project elements include:
 - Construction of a new pedestrian pathway at the old trash compactor area.
 - Relocation of an existing trash compactor.
 - Riparian and city mitigation planting.
 - In-kind replacement of the existing chain link fence, and regrading trails.

Presentation Topics

- Project Objective and Location
- Project Construction Costs
- Construction Photos

Project Costs

➤ Construction

- \$3,748,000.00 – Contract Award Amount
- \$574,791.63 – Contract Change Orders
- \$4,322,791.63 – Final Contract Amount
(15.3% increase)

➤ Funding Sources:

- Department of Water Resources Proposition 1E
- United States Department of Agriculture - Natural Resources Conservation Services

Presentation Topics

- Project Objective and Location
- Project Construction Costs
- Construction Photos

Construction Photos



BEFORE



08.23.2018 13:07

Flood Wall Along
Cunningham Ave.



10.01.2018 08:34



AFTER

Construction Photos



Levee Fill Along
Cunningham Ave.



Construction Photos



BEFORE

New Trail Pathway / Old Trash
Compactor Area



AFTER

Construction Photos



New Trash Compactor Area



Construction Photos



Final Mitigation Planting Area

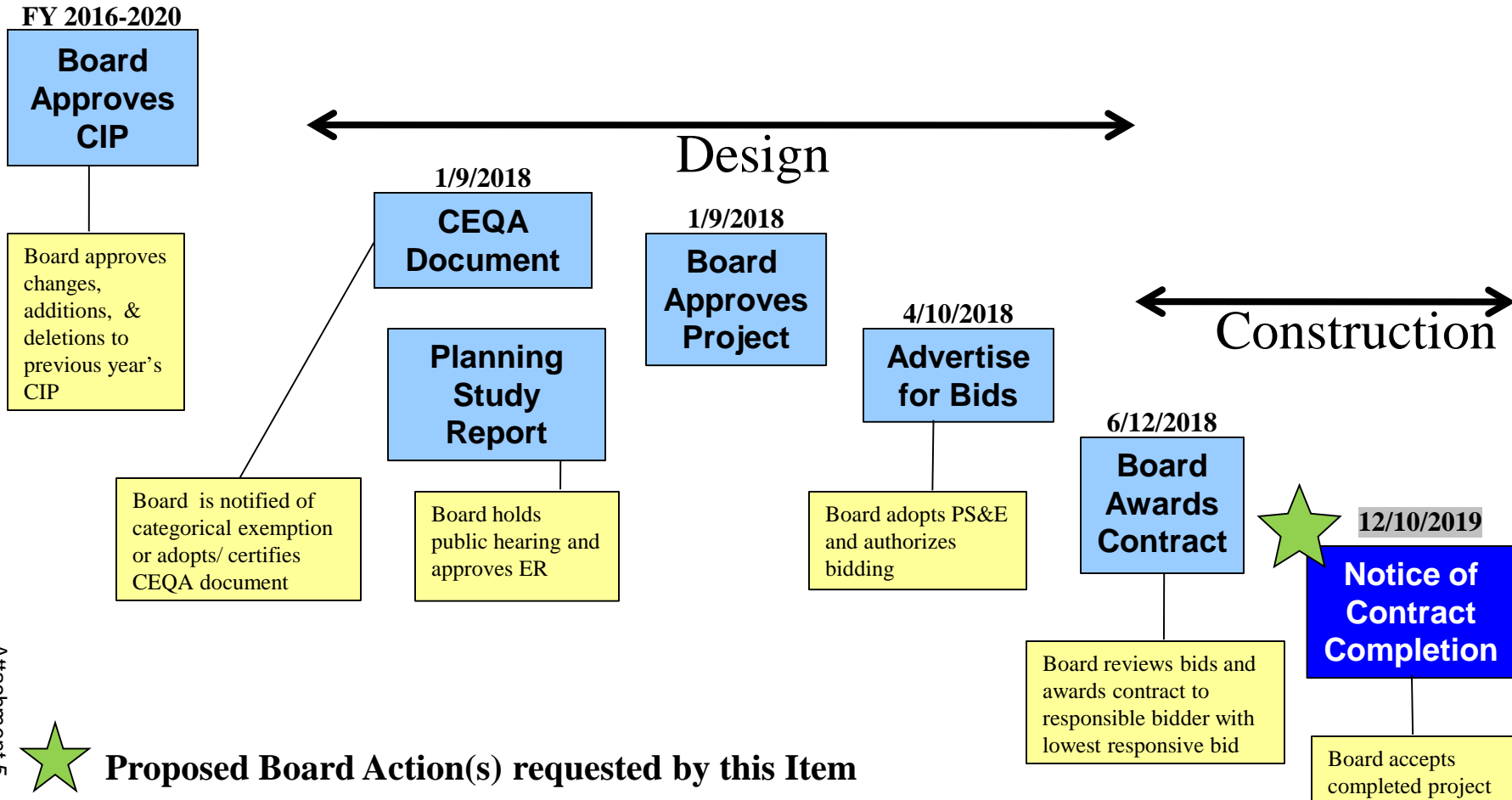


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Project Delivery Process

Cunningham Flood Detention Facility Certification Project

Project No. 40264011, Contract No. C0641



Proposed Board Action(s) requested by this Item

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Santa Clara Valley Water District

File No.: 19-0724

Agenda Date: 12/10/2019

Item No.: 6.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Budget Adjustment in the Amount of \$3 Million from Fund 12 Watershed and Stream Stewardship Operating and Capital Reserves to the South San Francisco Bay Shoreline Project, Project No. 00044026. (District 3)

RECOMMENDATION:

Approve a budget adjustment in the amount of \$3 million from Fund 12 Watersheds Stream Stewardship Operating and Capital Reserves to the South San Francisco Bay Shoreline Project, Project No. 00044026.

SUMMARY:

Overview of the South San Francisco Bay Shoreline Study

The South San Francisco Bay Shoreline Phase 1 Project will provide coastal flood protection to the community of Alviso and to public infrastructure between Alviso Slough and Coyote Creek through the construction of four miles of Federal Emergency Management Agency certifiable coastal levees. The Project will safeguard the Alviso community of approximately 2,500 residents and 3,000 commuters who work and travel through the area each day, the San Jose-Santa Clara Regional Wastewater Facility and the Silicon Valley Advanced Water Purification Center. The Project will also safeguard against future sea level rise, restore and enhance approximately 2,900 acres of tidal marsh and related habitat that was lost due to former salt ponds production activities. The new levees will be used as trails and will have connections to the Bay Trail network, with viewing platforms, interpretive signs, and benches.

The Shoreline Project is being undertaken by the United States Army Corps of Engineers (USACE) in partnership with the Santa Clara Valley Water District (Valley Water) and the State Coastal Conservancy (Conservancy).

The USACE is planning to design and construct the project in reaches in accordance with the following schedule:

Reach	Estimated Starting Date of Construction
Reach 1 (Alviso Marina to Railroad)	January 2020

Reaches 2 and 3 (Railroad to Artesian Slough)	April 2020
Reaches 4 and 5 Artesian Slough to Coyote Bypass Channel)	February 2022

The estimated cost to construct Reach 1 is \$24 million. The USACE share of this cost is \$12.96 million and the local share is \$11.04 million. The USACE will be requesting the \$11.04 million in December 2019 at the time of advertisement. Valley Water is funding a portion of the local share of project construction through the Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) Fund 26, with the remainder from the Watershed and Stewardship Fund 12. Funding provided to USACE for design and construction qualifies for reimbursement from Measure AA, the San Francisco Bay Clean Water, Pollution Prevention and Habitat Restoration Measure. Since there may be changes to the actual dates for obtaining permits, acquiring rights of way, agreeing and obtaining design modifications to railroad structures, and completing design and construction contract document, staff is planning to request Valley Water's fund for construction or right of way acquisition through budget adjustments on an as-needed basis. This approach will not tie up a large amount of funds in the project budget until staff is certain that the funds are needed.

Staff anticipates coming back to the Board in 2020 for two additional budget adjustments. One budget adjustment will be for acquisition of Pond A18 from the City of San Jose, which is estimated to cost around \$13.5 million. The other budget adjustment will be for construction of Reaches 2 and 3, which the local cost share is estimated to be around \$13 million.

FINANCIAL IMPACT:

The recommended budget adjustment would move approximately \$3 million from Fund 12 Watershed and Stream Stewardship Operating and Capital Reserves to Project No. 00044026 in fiscal year 2020. Upon Board approval of the requested budget adjustment, there will be adequate funds in Project Numbers 00044026 and 26444001 to fund the \$11.04 million of local share to the USACE for construction of Reach 1.

CEQA:

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

ATTACHMENTS:

None

UNCLASSIFIED MANAGER:

Ngoc Nguyen, 408-630-2632



Santa Clara Valley Water District

File No.: 19-1172

Agenda Date: 12/10/2019

Item No.: *7.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Opportunities to Enhance and Update the Safe, Clean Water and Natural Flood Protection Program by Evaluating a Future Funding Measure.

RECOMMENDATION:

- A. Receive information on opportunities to strengthen and update the existing Safe, Clean Water and Natural Flood Protection Program;
- B. Receive information on the feasibility of developing and placing a future funding measure on the November 2020 ballot;
- C. Receive information of next steps towards developing a future funding measure and program, which will be brought to the Board for consideration in 2020; and
- D. Provide staff direction on considerations and next steps for developing a funding measure to continue and extend an existing special parcel tax for continued funding of the Safe, Clean Water and Natural Flood Protection Program for potential placement on the November 2020 ballot.

SUMMARY:

Overwhelmingly approved by voters, the Safe, Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) is a 15-year strategy to ensure uninterrupted water resources services in Santa Clara County. The program was developed through community collaboration and input from residents and stakeholders that identified five top community priorities:

Priority A: Ensure a Safe, Reliable Water Supply

Priority B: Reduce Toxins, Hazards, and Contaminants from our Waterways

Priority C: Protect our Water Supply from Earthquakes and Natural Disasters

Priority D: Restore Wildlife Habitat and Provide for Open Space

Priority E: Provide Flood Protection to Homes, Business, Schools and Highways

In November 2012, Santa Clara County voters passed the Safe, Clean Water ballot measure by nearly 74%, extending the funding at the same parcel tax rate approved under the previous Clean, Safe, Creek and Natural Flood Protection Plan (Clean, Safe Creeks Plan).

Currently, the Safe, Clean Water Program special parcel tax includes six (6) tiered rates that cover

parcel categories for commercial/ industrial, high-density parcels, single-family residential and multi-family units up to four, agricultural, and nonutilized urban and rural areas. An annual escalator is also included to account for the effects of inflation. Santa Clara Valley Water District (Valley Water) Board of Directors may adjust the special tax amounts annually by the change in the San Francisco-Oakland-San Jose Consumer Price Index for all Urban Consumers (CPI-U), or 3%, whichever is greater.

The current FY20 annual tax rate for the average single-family residence stands at \$67.67. In FY21, the Board may consider increasing the tax to \$69.70 based on the consumer price index increase in costs for performing the functions of the program.

With the upcoming November 2020 elections, staff is exploring the opportunity to place a ballot measure to continue the existing special parcel tax that funds the Safe, Clean Water Program beyond 2028 in an effort to extend existing funding levels and address additional funding needs. Additionally, this new program could potentially include more multi-benefit projects and strategies to address Board priorities such as infrastructure reliability and climate change adaption.

Current Program Needs and Opportunities

In the face of new challenges due to climate change, population/economic growth and future uncertainties with imported water supplies, it is imperative for Valley Water to plan, adapt, build, and upgrade its water resources systems by investing in existing and new programs that will help meet the future challenges of tomorrow. Currently, there is an opportunity to put a ballot measure in front of voters to extend the Safe, Clean Water Program which sunsets on June 30, 2028, and funds approximately one-third of the existing watershed and stewardship budgeted programs.

The existing Safe, Clean Water Program has priorities that could be enhanced to address several existing and new challenges, including the opportunity to develop more multi-benefit projects that provide enhanced environmental benefits, and providing needed funding for several large infrastructure and flood protection projects.

Furthermore, with increased homeless encampments along our creeks and waterways, water quality will remain a top priority. A new program will enable Valley Water to adequately address such existing challenges that have significant impacts to our water quality, as well as new and emerging threats. Valley Water must remain well-equipped to address all water quality issues in order to continue providing safe, clean water to our entire community.

In addition, a new program would allow Valley Water to better adapt and meet the growing challenges that stem from climate change and extreme weather patterns, such as severe drought, flooding and wildfires. Climate change adaptation needs to be integrated across projects to include upgrading aging infrastructure; expanding water storage; securing locally-controlled, reliable and sustainable water supplies; increasing and expanding flood protection for homes, businesses, and schools, as well as addressing sea-level rise. Each of these priorities will require significant mitigation, along with ongoing infrastructure maintenance and vegetation and sediment removal. This work is more critical than ever as we face increased flooding and wildfire threats.

Some of the key projects that have been identified as prime candidates for additional enhancements or funding under the new program are:

- *Anderson Dam Seismic Retrofit*
- *Pacheco Reservoir Expansion*
- *Almaden Valley Pipeline Replacement Project*
- *Coyote Creek Flood Protection Project*
- *Upper Penitencia Creek Flood Protection Project*
- *San Francisquito Creek Flood Protection Project*
- *Upper Llagas Creek Flood Protection Project*
- *Upper Guadalupe Flood Protection Project*
- *San Francisco Bay Shoreline Flood Protection*
- *Stevens Creek Fish Passage Barrier Removal*
- *Creek Cleanups and Homeless Encampments*

Project Priorities and Initial Gap Assessment

Staff has begun the process for a preliminary identification of needs and opportunities in November 2019. The identified needs and opportunities represent a range of candidate projects and programs that could be undertaken. The development of needs and opportunities is in effect the “gap” analysis to identify those areas where the current Safe, Clean Water Program could benefit from additional funding for existing projects over the next planning horizon, along with potential new projects that could benefit the community. The identified opportunities are included below and will be further refined, if the Board directs staff to continue in these efforts.

Priority A: Ensure a Safe, Reliable Water Supply

- Safe Clean Water Partnerships and Grants - Continue and Enhance
- Pipeline Reliability Project - Continue and Enhance

Priority A Newly Identified Opportunities

Staff is exploring the feasibility of adding, replacing, enhancing or expanding the following new concepts:

- Pacheco Reservoir Expansion
- Water Conservation Rebate Program

Priority B: Reduce Toxins, Hazards, and Contaminates from our Waterways

- Impaired Water Bodies Improvement - Continue
- Interagency Urban Runoff Program - Continue
- Pollution Prevention Partnerships and Grants - Continue and Enhance
- Good Neighbor Program: Encampment Cleanup - Continue and Enhance
- Hazardous Materials Management and Response - Continue
- Good Neighbor Program: Remove Graffiti and Litter - Continue
- Support Volunteer Cleanup Efforts and Education - Continue and Enhance

Priority B Newly Identified Opportunities

Staff is exploring the feasibility of adding, replacing, enhancing or expanding the following new concepts:

- Green Stormwater Infrastructure Projects
- Good Neighbor Public Arts Program

Priority C: Protect our Water Supply from Earthquakes and Natural Disasters

- Anderson Dam Seismic Retrofit - Continue and Enhance
- Emergency Response Upgrades - Continue and Enhance

Priority C Newly Identified Opportunities

Staff is exploring the feasibility of adding, replacing, enhancing or expanding the following new concepts:

- Dam Safety Program Seismic Retrofit Projects
- Almaden Valley Pipeline Replacement Project

Priority D: Restore Wildlife Habitat and Provide for Open Space

- Management of Riparian Vegetation Projects - Continue and Enhance
- Revitalize Stream, Upland and Wetland Habitat - Continue and Enhance
- Grants and Partnerships to Restore Wildlife Habitat/ Provide Access to Trails - Continue and Enhance
- Fish Habitat and Passage Improvements
 - Almaden Creek-Lake Separation - Continue and Enhance
 - Fish Passage Improvements - Continue and Enhance
 - Install Large/Woody Debris and Gravel Augmentation - Continue and Enhance
- Ecological Data Collection and Analysis - Continue and Enhance
- Creek Restoration and Stabilization
 - Hale Creek - Continue and Enhance
- Partnerships for the Conservation of Habitat Lands - Continue and Enhance
- South Bay Salt Ponds Restoration Partnership - Continue

Priority D Newly Identified Opportunities

Staff is exploring the feasibility of adding, replacing, enhancing or expanding the following new concepts:

- Coyote Valley Partnership
- Lands Management - Land acquisition for strategic floodplain management, access for operations, mitigation efforts, and habitat connectivity.
- Calabazas - San Tomas Aquino Creeks Realignment Project
- Coyote Creek Riparian and Aquatic Enhancements
- Coyote Meadows Habitat and Floodplain Enhancements

Priority E: Provide Flood Protection to Homes, Business, Schools and Highways

- Vegetation Control and Sediment Removal for Flood Protection - Continue and Enhance
- Emergency Response Planning - Continue and Enhance
- Flood Risk Reduction Studies - Continue and Enhance
- Upper Penitencia Creek Flood Project - Additional funding
- San Francisquito Creek Flood Protection - Additional funding
- Upper Llagas Creek Flood Protection - Additional funding
- San Francisco Bay Shoreline Protection - Additional funding
- Upper Guadalupe River Flood Protection - Additional funding

Continued Clean, Safe Creeks Projects

- Sunnyvale East and Sunnyvale West Channels Flood Protection - Continue
- Coyote Creek Flood Protection - Additional funding

Priority E Newly Identified Opportunities

Staff is exploring the feasibility of adding, replacing, enhancing or expanding the following new concepts:

- Upper Silver Creek Flood Protection
- Ross Creek Flood Protection
- Upper Berryessa Creek (680 to Old Piedmont)
- 5-year O&M Plan identified activities
- Thompson Creek Sediment and Erosion Management
- Watersheds Asset Reliability Program - prioritize/ improve reaches in need of rehabilitation

NEXT STEPS

In preparation for Board direction, an agency-wide internal Steering Committee with functional task groups has been assembled and key program staff have been identified to assist with internal project teams to start developing an updated community plan to refine priorities. These priorities will be further developed upon the Board's direction between mid-December 2019 and May 2020.

If directed to continue the effort, staff will run financial analysis models between mid-December and May to further refine program funding estimates. Financial models will be shared with the Board in upcoming board meetings.

Community and Stakeholder Outreach

To achieve public consent on any future program, which may go to the voters, staff will lead a broad communications effort. This effort will allow for the public to provide input on their interests and values for the new program, including recommended project outcomes. This input will aid staff in developing a draft community preferred program.

Upon the Board's direction, staff will fine tune the priorities and projects through a series of broad

outreach efforts. These efforts will include outreach meetings, such as our past blue-ribbon stakeholder roundtable, which is anticipated to be held in March 2020.

Additionally, staff will develop other outreach tools and strategies to solicit programmatic input for the Board's consideration. Based on information gathered from the community and stakeholders, staff will prepare a report for the Board on the community preferred program, for the Board's consideration for the 2020 ballot.

Throughout this process, staff will bring back information to the Board and seek further direction on the draft program and financial models. The anticipated schedule for Board updates is February, April, June, and July, with a Board decision anticipated in early August 2020 to consider placement of the measure on the November 2020 ballot.

FINANCIAL IMPACT:

Staff estimates that continuing the existing special parcel tax until a June 30, 2035 sunset under the existing tax rate structure with an annual escalator for inflation would generate approximately \$475 million in incremental revenue versus the current program, which sunsets on June 30, 2028.

In preparation, staff has identified partial funding to kick off the effort to place a ballot measure if directed to proceed. A budget adjustment for \$200,000 from Fund 12 is required to fund the initial start-up costs associated with hiring needed consultants for polling, program development support, and other professional services. Upon Board direction, the funds will be moved into a new project specifically for this effort. However, approximately another \$600,000-\$800,000 may be needed to launch a full ballot measure development effort. If directed to proceed, staff will come back to the full Board in January 2020 for a budget adjustment. Staff will also be requesting additional funding during the FY21 budget process for continued support of these efforts.

CEQA:

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

ATTACHMENTS:

None.

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237



Santa Clara Valley Water District

File No.: 19-1166

Agenda Date: 12/10/2019

Item No.: *7.1.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

SUBJECT:

Opportunities to Enhance and Update the Safe, Clean Water and Natural Flood Protection Program by Evaluating a Future Funding Measure.

REASON FOR SUPPLEMENTAL MEMORANDUM:

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

RECOMMENDATION:

- A. Receive information on opportunities to strengthen and update the existing Safe, Clean Water and Natural Flood Protection Program;
- B. Receive information on the feasibility of developing and placing a future funding measure on the November 2020 ballot;
- C. Receive information of next steps towards developing a future funding measure and program, which will be brought to the Board for consideration in 2020; and
- D. Provide staff direction on considerations and next steps for developing a funding measure to continue and extend an existing special parcel tax for continued funding of the Safe, Clean Water and Natural Flood Protection Program for potential placement on the November 2020 ballot.

SUMMARY:

In order to ascertain the feasibility of developing and placing a future funding measure on the November 2020 ballot, Valley Water staff worked with Fairbank, Maslin, Maullin, Metz & Associates (FM3) to complete a survey of local voters to understand their views of Valley Water and a potential measure to renew the Safe Clean Water and Natural Flood Protection Program.

From Nov. 21-27, 2019, FM3 completed 823 online and live telephone interviews (on both landlines and cell phones) with likely November 2020 voters in Santa Clara County. Interviews were conducted in English, Spanish, Chinese and Vietnamese. The margin of sampling error for the study is +/-3.5% at the 95% confidence level; margins of error for population subgroups within the sample will be higher. Due to rounding, not all totals will sum to 100%.

FM3 has provided a high-level summary of the general results as a memorandum attachment.

FINANCIAL IMPACT:

There is no change to the originally reported 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: Valley Water Voter Survey Results Memorandum

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237



TO Interested Parties

FROM Dave Metz and Miranda Everitt
FM3 Research

RE: Valley Water Voter Survey Results

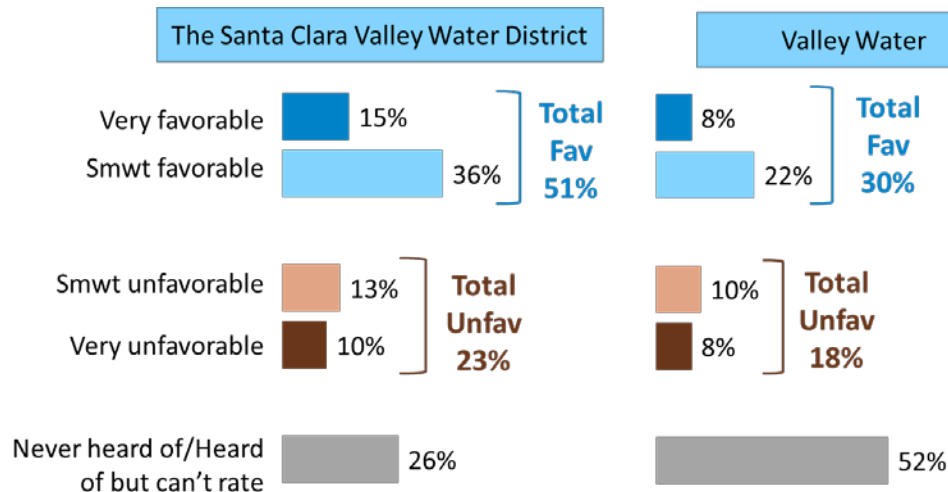
DATE December 2, 2019

Fairbank, Maslin, Maullin, Metz & Associates (FM3) recently completed a survey of local voters to understand their views of Valley Water and a potential measure to renew the Safe Clean Water and Natural Flood Protection Program.ⁱ The study found that **voters continue to have positive views of Valley Water, and that a solid majority continues to support renewal of the Program**; new ballot measure language requirements have dampened initial support, but two-thirds of voters continue to support the concept. Specific survey findings included the following:

- **Voters have largely positive views of Valley Water.** Half (51%) say they have a favorable view of the Santa Clara Valley Water District, a 28-point margin. Valley Water is less well-known to voters, though voters are nearly twice as likely to offer a favorable rating (30%) than an unfavorable one (18%).

Figure 1: Valley Water Favorability Rating

I am going to read you the names of organizations involved in public life. After I mention each one, please tell me if you have a favorable or unfavorable opinion of that organization. If you have never heard of the organization I mention, or don't have enough information to have an opinion, you can tell me that too.

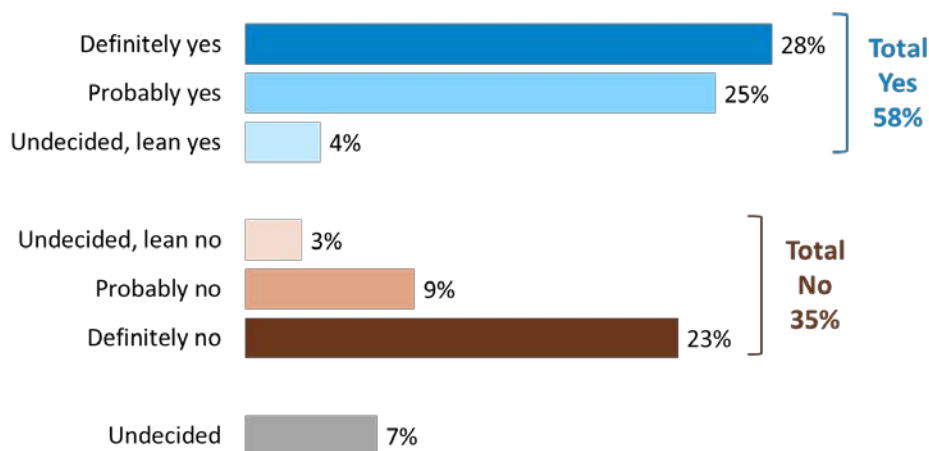


- **In the context of new ballot-language requirements, nearly three in five voters support extension of the existing parcel tax.** Figure 2 below shows voter reactions to a draft 75-word ballot label meeting new state requirements for description of fiscal impact provisions; a 15-year sunset and version without a sunset provision were both tested using a split sample. Taken together, such a measure has support from just under three in five (58%), with more than one-third opposed (35%). The "ongoing" parcel tax version has slightly stronger support (31% "definitely" yes versus 25 percent for the 15-year sunset) -- a difference just outside the margin of error.

Recent prior polling testing different measure language on the same concept has consistently shown support hovering around the two-thirds threshold, including 68 percent support in July and in 65 percent support in March.

Figure 2: Voter Support for a Safe, Clean Water and Natural Flood Protection Program Parcel Tax

Shall the measure continuing Santa Clara Valley Water District's Safe Clean Water and Natural Flood Protection Program to protect drinking water supply, dams from earthquakes and climate change, reduce pollution in waterways, restore wildlife, creek, Bay habitat, provide open space and flood protection by extending an existing parcel tax (\$67.67 per single-family parcel per quarter acre annually, other parcel types at specified rates; with qualifying senior exemption) (HALF SAMPLE: for 15 years) (HALF SAMPLE: until repealed by voters), raising approximately \$45.5 million annually, with audits, independent citizen oversight be adopted?



- **Given a plain-language explanation, support for the measure increases to two-thirds.** Voters were next given a plain-language explanation describing what the proposed measure would do and were asked again how they would vote. Support for the measures increases by 8 points, to 66 percent, as shown in Figure 3 on the next page. This result is comparable to that obtained in several prior polls; in March 2019, support increased by six points to 71 percent "yes" after a similar explanation.

Figure 3: Voter Support After Explanation

Let me tell you a bit more about what this measure would do. The measure would continue an existing parcel tax that voters approved in 2012. It would extend that tax of \$67.67 per year per average residence (HALF SAMPLE: for 15 years) (HALF SAMPLE: until repealed by voters). It funds upgrades to outdated, seismically unsafe pipelines, dams, and infrastructure to improve water supplies and prepare for the risk of flooding, sea-level rise, and climate change. It would also restore and protect fish and wildlife habitat and provide access to open space. The measure would also reduce toxins, hazards and contaminants in our rivers, lakes and streams and remove vegetation near creeks to prevent wildfire risk.

Vote	Initial Vote	After Explanation
Total Yes	58%	66%
Total No	36%	31%
Undecided	6%	3%

- Voters' highest priorities for funding include preventing pollution, disaster preparedness, and protecting drinking water.** Given a 7-point scale on which to rate the importance of potential uses for measure funding, several received a mean score of 6 or higher, indicating that they are "very important" to broad majorities. These include *protecting drinking water; providing a safe, reliable supply of water for the future; reducing toxins, hazards and contaminants in our waterways; providing safe, clean water for future droughts and emergencies; and protecting our water supply and dams from earthquakes and natural disasters.*
- Exposure to arguments in favor of a measure pushes support to two-thirds.** Voters next heard an exchange of pro and con messaging. Support messaging in isolation pushes support above two-thirds to 69% - as shown in Figure 4 below. Opposition messaging erodes that advantage to a 63 percent "yes" vote -- within the margin of error for passage.

Figure 4: Patterns of Support for a Measure

Vote	Initial Vote	After Explanation	After Support Messaging
Total Yes	58%	66%	69%
Total No	36%	31%	28%
Undecided	6%	3%	3%

In sum, the survey result show that voters offer solid support for the concept of extending the Safe, Clean Water and Natural Flood Protection ballot measure, though new ballot language requirements have contributed to holding initial support under two-thirds. However, a clear explanation of the concept, along with exposure to arguments in favor of a measure of the measure, brings support to more than the two-thirds required. Additional research will be required to gain a clearer understanding of how to craft a ballot questions that clearly communicates the purpose of the measure within these constraints.

ⁱ **Methodology:** From Nov. 21-27, 2019, FM3 completed 823 online and live telephone interviews (on both landlines and cell phones) with likely November 2020 voters in the Valley Water district. Interviews were conducted in English, Spanish, Chinese and Vietnamese. The margin of sampling error for the study is +/-3.5% at the 95% confidence level; margins of error for population subgroups within the sample will be higher. Due to rounding, not all totals will sum to 100%.



Santa Clara Valley Water District

File No.: 19-0924

Agenda Date: 12/10/2019

Item No.: 7.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

2019 Update on Programs and Activities in the Office of Civic Engagement.

RECOMMENDATION:

Receive information and updates on the programs and activities in the Office of Civic Engagement.

SUMMARY:

Staff is providing the Board with the annual update for the Office of Civic Engagement. This report covers the period from December 2019 through November 2019, with projections through the end of the year for some program activities.

The Office of Civic Engagement manages the following program areas:

- Community Benefits
- Water Education & Volunteer
- Community Rating System
- Youth Commission

All programs are designed to educate, engage, and make positive impacts in the community through partnerships and collaborations in support of Santa Clara Valley Water District's (Valley Water) goals and mission.

Community Benefits Program

The Community Benefits Program is responsible for the management and oversight of the following programs: Safe, Clean Water and Natural Flood Protection (Safe, Clean Water) Grants & Partnerships, Creek Stewardship, and Public Arts & Signage.

Safe, Clean Water Grants & Partnerships Program is responsible for reinvesting over \$30 million dollars in funding back into the community through grants & partnerships. Funds are used to support projects in the areas of water conservation, pollution prevention, volunteer outreach and education, wildlife restoration, and trails and open space. This year, the program awarded 13 grants and 2 partnerships, including:

- 6 mini-grants (\$30,000)
- 1 water conservation (\$30,000)

- 3 volunteer outreach & education (\$96,112)
- 3 trails and open space (\$329,906)
- 1 wildlife restoration partnership (\$50,000)
- 1 pollution prevention partnership (\$200,000)

The program also released another \$1.9 million in funding this past August, using a new grants management system to facilitate the submission, review, and management of the grants for successful applicants. Recommendations for the FY20 grant cycle will come to the Board in February 2020.

The **Creek Stewardship Program** provides opportunities for the community to engage in cleanup activities, such as volunteering for National River Cleanup Day or Coastal Cleanup Day and through participating in the Adopt-A-Creek Program, which allows the community to adopt sections of creek on Valley Water property and commit to cleaning them at least twice a year. This year the program mobilized over 3,600 volunteers to remove over 117,000 pounds of trash along 152 miles of creek. This is a 3% increase in the amount of trash collected and a 5% increase in the number of volunteers from the previous year.

The **Public Arts & Signage Program** provides Valley Water the opportunity to be visible throughout the community and inform the public about important messages, such as public safety, stewardship, or identifying marker for key facilities. This year, the program partnered with the Silicon Valley Bicycle Coalition to expand Valley Water's signage inventory. The coalition worked with their membership to identify over 1,500 Valley Water signage in a span of two weeks. This spring the coalition will work with their members to spend another two months on the inventory efforts. Additionally, the program has been working with the Youth Commission to pilot the Adopt-A-Bench Art Project. Seven interpretive benches have been selected and the youth will work with a local artist to create artwork to revitalize the benches. Staff is continuing the efforts to thoroughly research and develop a public arts mural program at Valley Water. With the additional staffing resources approved by the Board in November, staff anticipates implementing the mural program in the next fiscal year.

Water Education and Volunteer Program

The Water Education and Volunteer Program is responsible for the management and oversight of Valley Water's comprehensive Volunteer Project, Education Outreach, and Recycled/Purified Water Outreach.

The comprehensive **Valley Water Volunteer Project** seeks to provide meaningful volunteer opportunities for the community to get directly involved in Valley Water programs and projects throughout the year and engage in ways that foster deeper environmental stewardship, apart from the Creek Stewardship program. This year the project successfully launched the Water 101 Academy, inducting 21 inaugural water ambassadors from the community. The ambassadors engaged in a five-week long intensive training. Sessions included presentations and a field-trip covering various water related issues impacting them and their communities. Staff is currently in the process of launching the second Water 101 Academy early next year.

The **Education Outreach Program** focuses on engaging students throughout the county, ranging

from K-12 and college, on issues pertaining to water conservation, environmental stewardship, and flood protection. This year, the program engaged 16,187 students and 584 teachers, including 558 classrooms visits, as well as 17 outdoor classroom tours. The program also engaged in partnerships with the Santa Clara County Office of Education, CommUniversity (a collective of San Jose State University professors and students), Mid-Peninsula Environmental Education Alliance, and Walden West. The program also successfully aligned seven Valley Water Education curriculum lesson plans to the Next Generation Science Standards. This year, the program also successfully launched Zoom webinars as an additional outreach tool. Additionally, to expand our outdoor classroom efforts in District 7, the Education Outreach Program will collaborate with the Safe, Clean Water Grants Program to release a request for proposal to build out an outdoor classroom. Staff anticipates working on the RFP next year.

The **Recycled/Purified Water Outreach Program** educates and informs the public on recycled and purified water to build community support of Valley Water's efforts to expand water reuse in the future. The program hosts educational tours at the Silicon Valley Advanced Water Purification Center.

This year, the purification center celebrated its 5-year anniversary of operations, including the hosting of public and private educational tours. Since 2014, the tour program has hosted 421 tours, reaching 8,427 attendees. In 2019, the program hosted 67 tours at the purification center, which drew in 1,783 attendees. This year's community-focused tours included the celebration of Pride and Veterans Day. In addition to touring the facility, attendees have the opportunity to taste test purified water through bottled samples provided by the Orange County Water District (OCWD). The program has provided over 900 bottled water taste tests. The program has also increased its digital and social media efforts, developing a series of social media campaigns to promote the purification center tours and highlight the center's advanced treatment processes.

Community Rating System

The **Community Rating System** (CRS) program transitioned from the Water Resources Planning & Policy Unit in Watersheds to Civic Engagement in February 2019. CRS is a program under FEMA that allows communities to earn flood insurance premium discounts for their residents and businesses. As the lead agency providing flood protection for Santa Clara County, Valley Water's participation as a fictitious agency, results in credits for specific flood risk-reduction activities. The credits are then transferred to participating communities in the county, which translates to discounts for flood insurance policyholders' premiums within their respective cities/jurisdictions.

As a result of Valley Water's activities, three cities were able to improve their class ratings and increased the discounts for their residents' flood insurance premiums. Mountain View and Santa Clara both improved to a class rating 7, which translated to a 15% discount for their residents/businesses. Palo Alto improved to a class 6, which translated to a 20% discount. This year, Valley Water's CRS program underwent the five-year audit. A FEMA specialist conducted an onsite verification visit to examine Valley Water's flood mitigation activities in order to determine the class rating and potential transferable credits to the cities in the county. The audit took place in August and staff anticipates the full results some time next year. Results of the audit will be shared with the Board Audit Committee. Additionally, the CRS program engaged in the Department of Water Resources' state-wide California Flood Preparedness Week efforts. This year, Valley Water used the "Get Flood

Ready” theme to push out extensive outreach and messaging to the community on how and why to be flood ready.

Youth Commission

The **Youth Commission** is a Board Advisory Committee made up of 21-high school students throughout Santa Clara County that have been appointed by Valley Water’s Board of Directors. The Youth Commission works to ensure that youth voice is heard and empowered at policy and decision-making levels.

This year, the Youth Commission developed a workplan that helps to guide the vision and objectives for the commission. Several working groups were formed this past year, including Mentorship/Career Shadowing, Creek Stewardship, Adopt-A-Bench, and Youth Citizens Science Network. These working groups allow the commissioners to engage in several projects/issues that they are passionate about, such as ensuring the creeks are clean, preparing themselves for future career opportunities, and engaging in public arts.

The Youth Commission also helped to organize Valley Water’s Job Shadow Day in March. The event was organized for high school students throughout the county to learn about the careers available in the water industry and to network with industry working professionals at Valley Water. Since May, several of the commissioners graduated and moved onto college. In August, the Youth Commission welcomed 14 new commissioners.

Looking Ahead

Staff will continue to build relationships with the community through our existing programs. With the additional resources approved by the Board at the November 12, 2019 Board meeting, staff will be able to expand our water supply outreach and tour program, our public arts mural & signage program, and get additional support to meet the needs of existing programs.

Staff is currently in the planning stages of several programs, such as launching our second annual Water 101 Academy, collaborating with the Youth Commission on Job Shadow Day 2020, organizing our annual Volunteer Recognition event, coordinating a special environmental cleanup effort along Coyote Creek, evaluating and recommending funding for up to \$1.9 million in grant projects, planning and developing our public arts mural program, working on a request for proposals to seek a partner to build out an outdoor classroom in District 7, and gearing up for a collaboration between our Education Outreach program and the Santa Clara County Office of Education. Additionally, staff will be focusing on more concerted outreach efforts in the community ensure equity in terms of engagement in all of our programs, such as grant opportunities, creek stewardship, and volunteerism.

FINANCIAL IMPACT:

The recommended action does not have any financial impact on Valley Water.

CEQA:

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

ATTACHMENTS:

Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:

Rick L. Callender, 408-630-2017

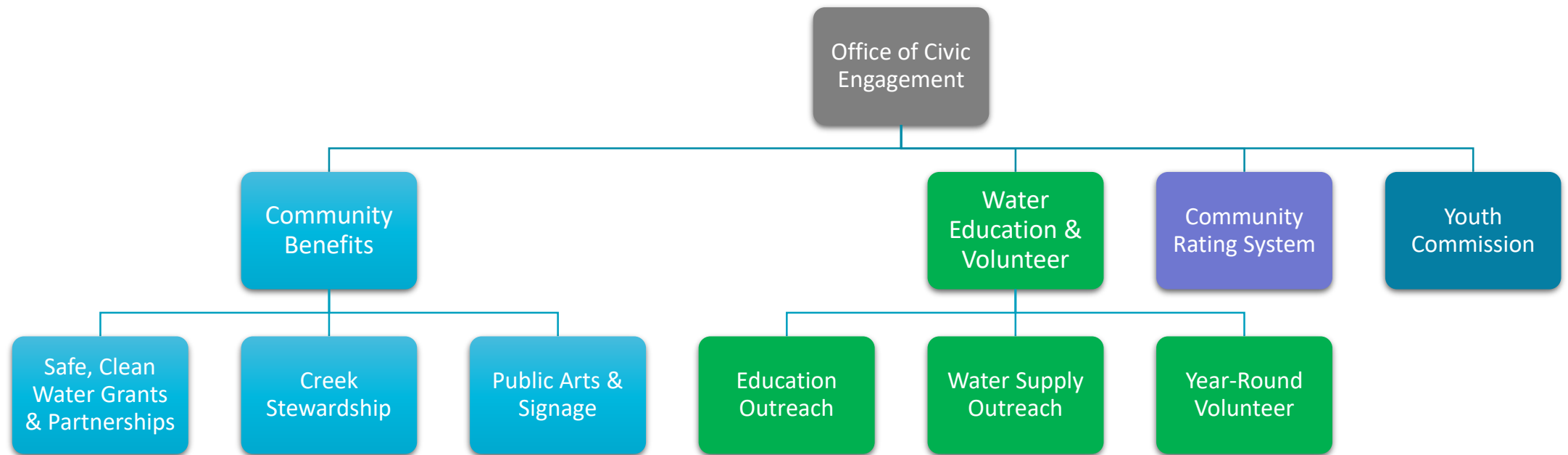
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Valley Water

Clean Water • Healthy Environment • Flood Protection

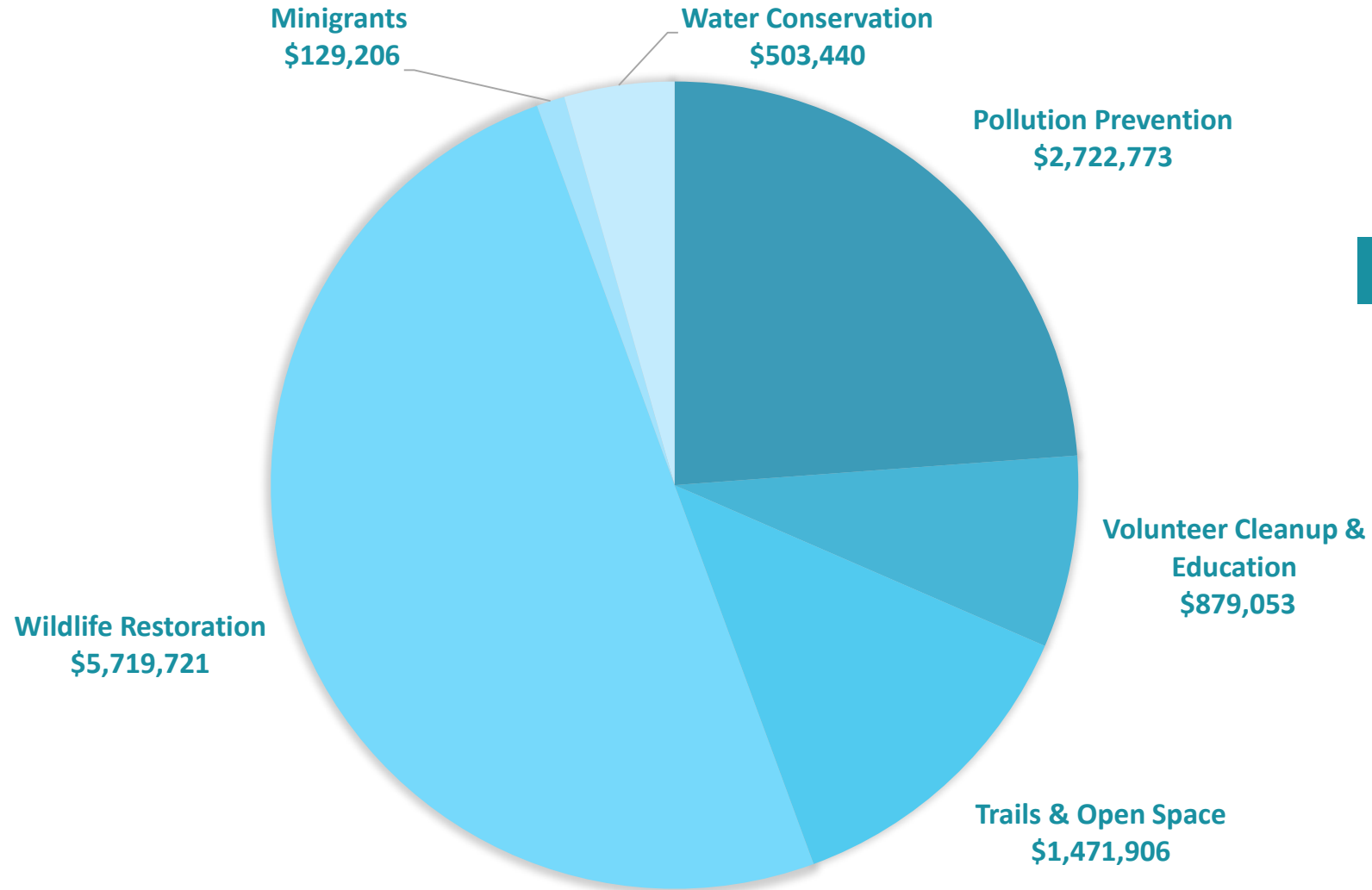
Office of Civic Engagement 2019 Board Update



13 fulltime positions (including 1 shared position)
7 contracting temporary staff
5 college interns

Total Grants & Partnerships Awarded

4



Creek Stewardship

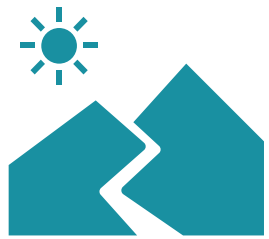
5



3,678 volunteers



116,660lbs

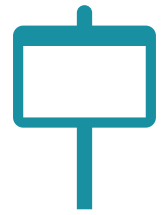


149 creek miles

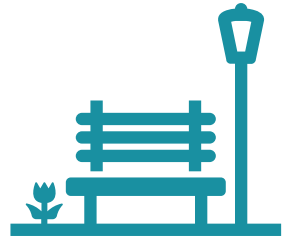


\$403,000 worth of volunteer hours

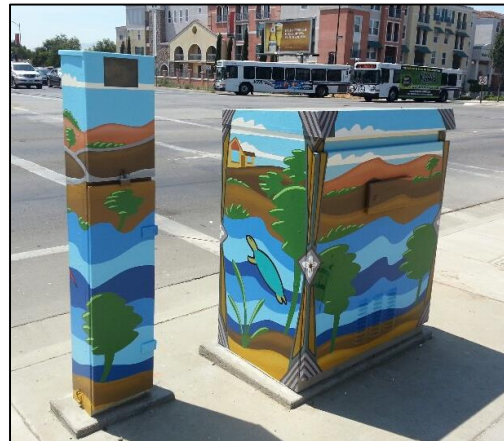
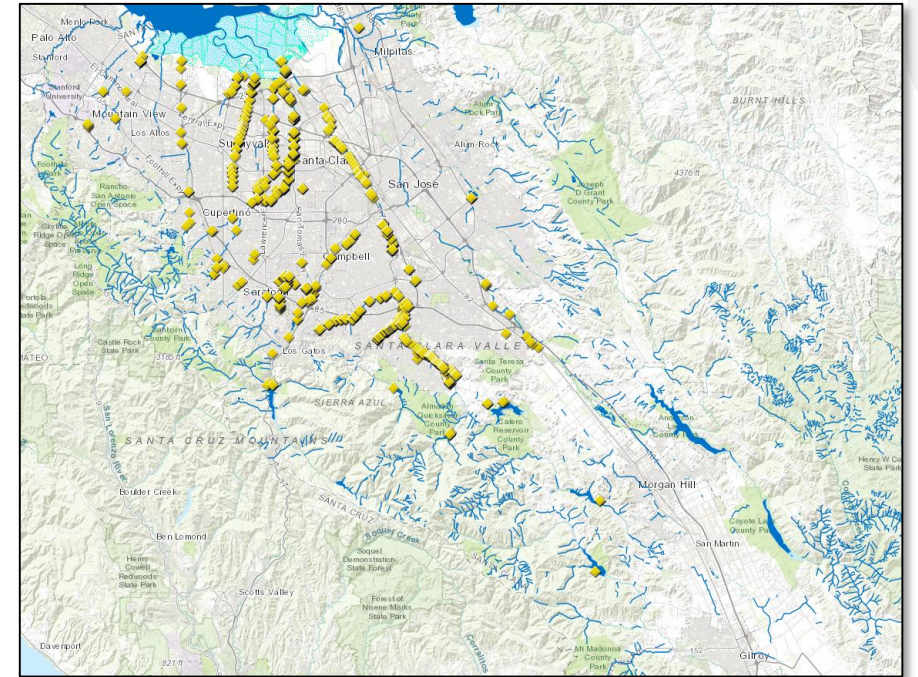
Public Arts and Signage



2,600 signs identified



7 benches



Recycled & Purified Water Outreach

7

 67 tours  1,783 attendees  915 taste tests



Education Outreach

8



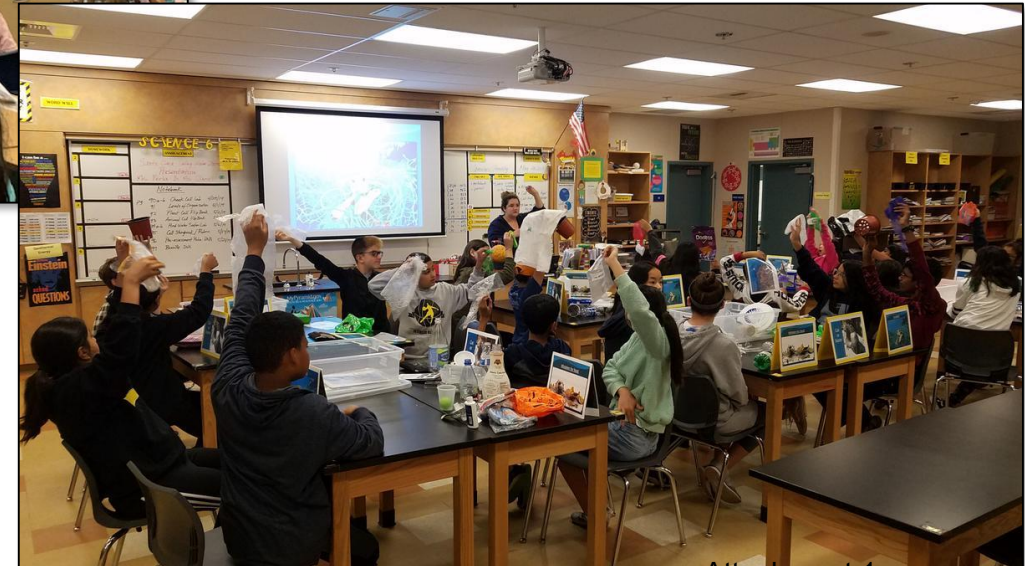
16,187 students



584 teachers

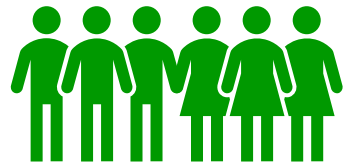


17 outdoor classrooms

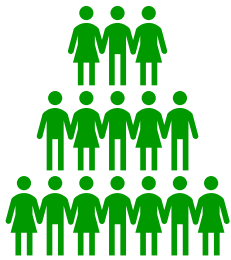


Volunteer Program

9



21 water ambassadors



42 registered volunteers



Community Rating System

10



5-year audit complete



10,000 emergency preparedness kits



Supported Class Rating Improvements

- Santa Clara – Class Rating 7 (15%)
- Mountain View – Class Rating 7 (15%)
- Palo Alto – Class Rating 6 (20%)

Youth Commission

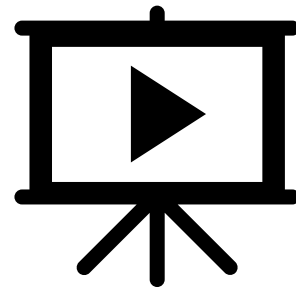
11

 21 highly engaged youth

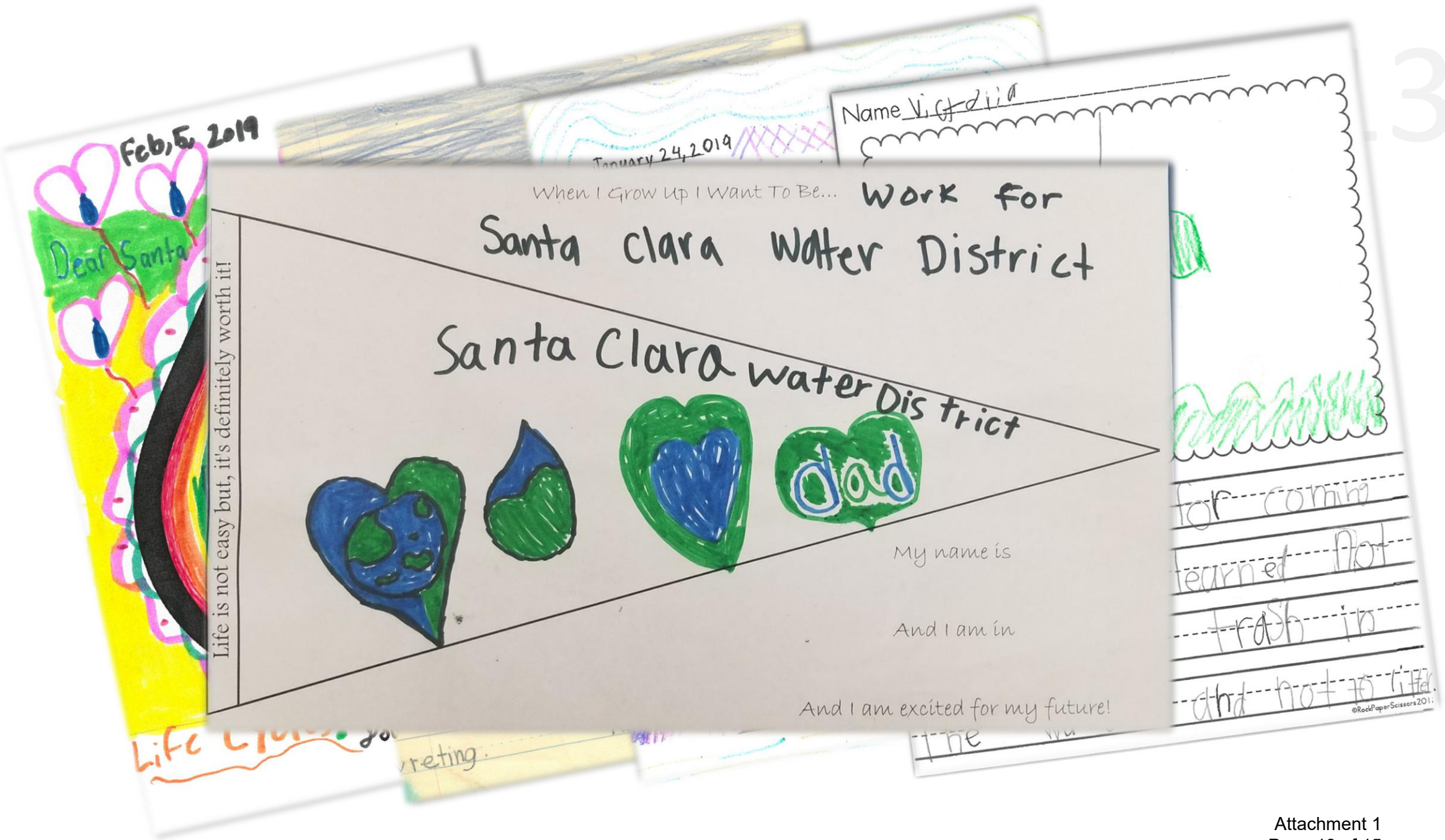
 Developed workplan

 Created working groups





Link to Video



QUESTIONS





Valley Water

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Santa Clara Valley Water District

File No.: 19-1109

Agenda Date: 12/10/2019

Item No.: 8.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Planning for Fiscal Year 2020-21 Budget Process.

RECOMMENDATION:

Receive and discuss the Fiscal Year 2020-21 budget process overview.

SUMMARY:

Valley Water develops the annual budget and five-year capital improvement program to allocate public funds necessary to provide Silicon Valley with safe, clean water for a healthy life, environment and economy. The development of the operating budget and capital improvement program are accomplished in an open and transparent process, under the guidance of the Board, providing opportunity for public input. This presentation describes the financial planning process proposed for Fiscal Year 2020-21.

Valley Water's financial processes are governed by the District Act, Section 13 for taxation and Section 20 for adoption of the budget. In addition, state and federal laws require annual examinations of financial records. Board Governance Policies EL-4 guide financial management, planning, budgeting and ongoing financial activities. The Valley Water's financial processes comply with all applicable laws, regulations and policies.

FINANCIAL IMPACT:

There is no financial impact related to this agenda. It is presented for information only.

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 changes in the environment.

ATTACHMENTS:

Attachment 1: PowerPoint

File No.: 19-1109

Agenda Date: 12/10/2019
Item No.: 8.1.

UNCLASSIFIED MANAGER:
Darin Taylor, 408-630-3068

Planning for 2020-21 Budget Process

December 10, 2019

Topics

- **Financial Planning Process**
 - Authority and Governance Policy
 - Financial Planning Process Flow
 - Proposed Board Review Dates
- **Major Budgeting Assumptions**
- **Board Work Plan Strategies**
- **Next Steps**

Authority and Governance Policy

District Act

- Section 13: Taxation – Empowers the board, in any year, to levy taxes or assessments in the district.
- Section 20: Adoption of Budget – Requires the board to adopt the budget not later than June 30 of each year.
- Section 26: Ground Water Charges - Empowers the board to levy and collect a ground water charge.

Authority and Governance Policy

Board Governance Policies

➤ EL- 4 Financial Management

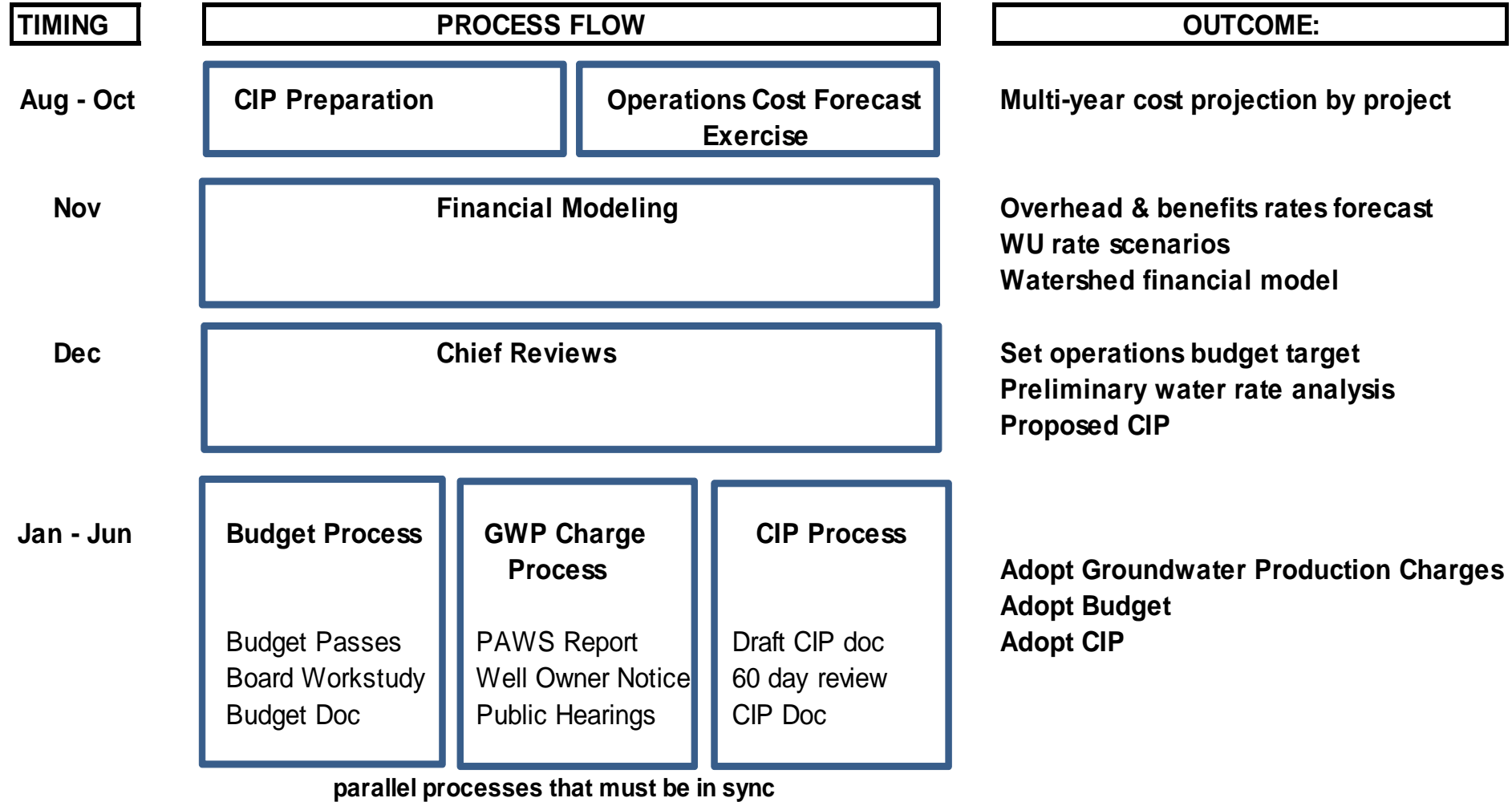
Financial planning for any fiscal year shall be aligned with the Board's Ends, not risk fiscal jeopardy, and be derived from a multi-year plan. With respect to the actual, ongoing financial condition and activities, the BAOs shall provide for the development of fiscal sustainability.

➤ Planning and Budgeting

EL- 4.3 Include credible projection of revenues and expenses, separation of capital and operational items, cash flow, and disclosure of planning assumptions.

EL- 4.4 Plan the expenditure in any budget period within the funds that are conservatively projected to be received or appropriated from reserves in that period.

Financial Planning Process Flow



Proposed Board Review Dates

► Operating and Capital Budget

- February 11, 2020
- March 24, 2020
- April 29 to 30, 2020

► Groundwater Production Charge (GWP)

- January 14, 2020
- April 14 to 28, 2020

► Capital Improvement Program (CIP)

- January 14, 2020
- February 25, 2020
- April 14, 2020

► Operating and Capital Budget, GWP, and CIP

- May 12, 2020 - Adoption

Major Budgeting Assumptions

► Overall Major Assumptions

- Anticipate a water rate increase due to aggressive capital program
- Anticipate debt issuance for Water Utility program

► Capital Improvement Program

- Based on draft of 2021-25 Five-Year Capital Improvement Program

► Operations Funding

- Maintain funding for current authorized position levels plus 17 new positions approved by the Board on November 12
- Salary and Benefits funded based on approved labor contracts
- Continue \$3.0M redirect from OPEB to unfunded pension liability

Board Work Plan Strategies

- ▶ **Continue to execute the Board's Work Plan strategies for FY2019-20**
- ▶ **First pass preparation of the FY2020-21 Budget based on these continuing strategies**
- ▶ **Second pass would reflect any new strategies determined by the Board**

Next Steps

- Incorporate any new Board Work Plan strategies into development of the 2020-21 Operating and Capital Budget and 2021-25 Five-Year Capital Improvement Program
- Check in with Board at various stages of process to confirm strategic direction and funding priorities are incorporated before final adoption scheduled for May 12, 2020

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