



Santa Clara Valley Water District Board of Directors Meeting

Headquarters Building Boardroom
5700 Almaden Expressway
San Jose, CA 95118

***AMENDED/APPENDED**
4:00 PM CLOSED SESSION AND
6:00 P.M. REGULAR MEETING AGENDA
Tuesday, January 28, 2020
4:00 PM

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

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

DISTRICT BOARD OF DIRECTORS

Nai Hsueh, Chair, District 5
Tony Estremera, Vice Chair, District 6
John L. Varela, District 1
Barbara Keegan, District 2
Richard P. Santos, District 3
Linda J. LeZotte, District 4

All public records relating to an open session item on this agenda, which are not exempt from disclosure pursuant to the California Public Records Act, that are distributed to a majority of the legislative body will be available for public inspection at the Office of the Clerk of the Board at the Santa Clara Valley Water District Headquarters Building, 5700 Almaden Expressway, San Jose, CA 95118, at the same time that the public records are distributed or made available to the legislative body. Santa Clara Valley Water District will make reasonable efforts to accommodate persons with disabilities wishing to attend Board of Directors' meeting. Please advise the Clerk of the Board Office of any special needs by calling (408) 265-2600.

NORMA CAMACHO
Chief Executive Officer

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

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

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

***AMENDED/APPENDED
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Tuesday, January 28, 2020

4:00 PM

Headquarters Building Boardroom

1. CALL TO ORDER:

1.1. Roll Call.

2. TIME CERTAIN:

4:00 PM

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

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

[20-0124](#)

6:00 PM

- 2.2. District Counsel Report.
- 2.3. Pledge of Allegiance/National Anthem.
- 2.4. Orders of the Day.
A. *Approximate Discussion Time (Board); and*
B. *Adjustments to the Order of Agenda Items.*
- 2.5. 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.

- 2.6. Santa Clara Valley Water District Government Relations Program Update and Legislative Outlook. [20-0008](#)

Recommendation: A. Receive information on the 2019 Santa Clara Valley Water District (Valley Water) government relations advocacy and stakeholder engagement program; and
B. Provide input on current and future challenges, goals, and accomplishments since the last presentation to the Board of Directors.

Manager: Rachael Gibson, 408-630-2884

Attachments: [Attachment 1: 2020 Legislative Principles/Policy](#)
[Attachment 2: Key Legislation](#)
[Attachment 3: Community Events and Sponsorships](#)
[Attachment 4: PowerPoint](#)

Est. Staff Time: 10 Minutes

- *2.7. Follow-up discussion of the Preliminary Fiscal Year (FY) 2020-21 Groundwater Production Charge Analysis (Continued from January 14, 2020). [20-0129](#)

Recommendation: Discuss and provide direction on the preliminary FY 2020-21 Groundwater Production Charge analysis prepared by staff.

Manager: Nina Hawk, 408-630-2736
Darin Taylor, 408-630-3068

Attachments: [Attachment 1: PowerPoint](#)

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. Adopt the Resolution Amending Resolution No. 19-05 to Amend the Easement Deed from Silicon Valley Club, LLC, for APN 015-45-013 and 015-45-24, File No. 3015-684 (San Jose) (District 3) (Continued from January 14, 2020). [20-0117](#)

Recommendation: A. Adopt the Resolution AMENDMENT TO RESOLUTION NO. 19-05 TO AMEND EXHIBIT A, THE EASEMENT DEED FROM Silicon Valley Club, LLC (APN 015-45-013 and 015-45-24, File No. 3015-684); and
B. Authorize the Chief Executive Officer (CEO) to accept the amended Easement Deed from Silicon Valley Club, LLC.

Manager: Ngoc Nguyen, 408-630-2632

Attachments: [Attachment 1: Conformed Copy, 012219 SCVWD Item 6.1](#)
[Attachment 2: Resolution](#)
[Attachment 3: Location Map](#)
[Attachment 4: Sec. of State Statement of Information \(LLC\)](#)

- 3.2. Deny Claim of Kiara Jones. [20-0036](#)

Recommendation: Deny the claim.

Manager: Stan Yamamoto, 408-630-2755

Attachments: [Attachment 1: Claim](#)

- 3.3. Deny Claim of Hooman Sotoodeh. [20-0038](#)

Recommendation: Deny the claim.

Manager: Stan Yamamoto, 408-630-2755

Attachments: [Attachment 1: Claim](#)

- *3.4. Accept the CEO Bulletins for the Weeks of January 10-16, and; January 17-23, 2020. [20-0121](#)

Recommendation: Accept the CEO Bulletins.

Manager: Norma Camacho, 408-630-2084

Attachments: [Attachment 1: 01162020 CEO Bulletin](#)
[*Attachment 2: 01232020 CEO Bulletin](#)

REGULAR AGENDA:

4. BOARD OF DIRECTORS:

*4.1. Review Fiscal Year 2020 Board Policy Planning and Performance Monitoring Calendars.

[20-0148](#)

- Recommendation:
- A. Review, discuss, and revise the Fiscal Year 2020 Board Policy Planning and Performance Monitoring Calendars.
 - *B. Review survey questions, discuss and provide input and direction on preferred process for scheduling Board meetings to discuss agenda items that require lengthy board discussions, for scheduling closed sessions, and BAO evaluation frequencies.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: FY20 Board Calendars](#)
[*Original Agenda Memorandum](#)
[*Supplemental Agenda Memorandum](#)
[*Supplemental Attachment 1: Survey Questions](#)

Est. Staff Time: 5 Minutes

4.2. Review Proposed Board Performance Framework (Continued from January 14, 2020).

[20-0118](#)

Recommendation: Review and approve the proposed Board Performance Framework.

Manager: Michele King, 408-630-2711

Attachments: [Attachment 1: Board Performance Framework](#)

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 4.4.4-A: 01272020 BPPC Agenda](#)
 [*Handout 4.4.14-A: 01272020 EWRC Agenda](#)

Est. Staff Time: 5 Minutes

- *4.4. Consider Agricultural Water Advisory Committee's Recommendation and Associated Staff Analysis from the Committee's Joint meeting with the Santa Clara County Farm Bureau on December 16, 2019. [20-0003](#)

Recommendation: Consider and act on the following recommendation by the Agricultural Water Advisory Committee:

That the Board of Directors endorse the Collaborative Team (Team), that is comprised of the Agricultural Water Advisory Committee (AWAC), The SCC Farm Bureau, SCC Open Space Authority, and other external stakeholders and interested agencies/parties, in its effort to explore alternative funding for water projects that ensure groundwater agricultural water rate stability through a measure patterned after Measure P, adopted by City of Mountain View voters in November 2018. The Committee will research Measure P and return to the Committee for further discussion.

Manager: Darin Taylor, 408-630-3068

Est. Staff Time: 5 Minutes

5. WATER UTILITY ENTERPRISE:

- 5.1. Update on the Condition of the Almaden Valley Pipeline and [20-0103](#)
Determination that the Condition of the Almaden Valley Pipeline Continues
to Constitute an Emergency (San Jose) (District 7).

Recommendation: A. Receive an update on the Almaden Valley Pipeline; and
B. Determine by a four-fifths vote of the Board that there is a
need to continue the emergency action declared by the
Chief Executive Officer (CEO) on December 23, 2019,
pursuant to California Public Contract Code §22050, to
repair the Almaden Valley Pipeline.

Manager: Aaron Baker, 408-630-2135

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

Est. Staff Time: 5 Minutes

*5.2 MOVED TO ITEM 6.3.

6. WATERSHEDS:

- 6.1. Update on the Palo Alto Flood Basin Tide Gate Structure Improvements [19-0953](#)
Project, Project No. 10394001 (Palo Alto, District 7).

Recommendation: Receive an 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: 15 Minutes

- 6.2. Authorize the Chief Executive Officer to Negotiate and Execute the Agreement with Horizon Water and Environment, LLC., for Environmental Planning and Permitting Services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, for an amount not-to-exceed \$4,500,000 (Morgan Hill) (District 1). [20-0102](#)

Recommendation: Authorize the Chief Executive Officer to negotiate and execute an Agreement with Horizon Water and Environment, LLC., for Environmental Planning and Permitting Services for the Anderson Dam Seismic Retrofit Project for an amount not-to-exceed \$4,500,000.

Manager: Chris Hakes, 408-630-3796

Est. Staff Time: 5 Minutes

- *6.3. Authorize the Chief Executive Officer to Negotiate and Execute a Single Source Consultant Services Agreement with Stantec Consulting Services, Inc. for a not-to-exceed amount of \$397,753 for services related to Pursuing Outside Funding Sources in support of the Pacheco Reservoir Expansion Project, Project No. 91954002. (PREVIOUSLY LISTED AS ITEM 5.2) [20-0128](#)

Recommendation: Authorize the Chief Executive Officer to negotiate and execute a single source consultant services agreement (Agreement) with Stantec Consulting Services, Inc. for a not-to-exceed amount of \$397,753 to provide services related to pursuing a Water Infrastructure Finance and Innovation Act (WIFIA) loan and investigating other potential funding sources for the Pacheco Reservoir Expansion Project that does not substantially differ from the agreement attached to this memorandum.

Manager: Christopher Hakes, 408-630-3796

Attachments: [Attachment 1: Draft Agreement](#)

Est. Staff Time: 5 Minutes

7. EXTERNAL AFFAIRS:

- *7.1. Receive a Brief Program Update and Approve Budget Adjustment in the Amount of \$773,200 to the Fiscal Year 2020 Budget of the Safe Clean Water Renewal Project, Project No. 62061049. [20-0149](#)

Recommendation:

- A. Receive brief update on new program development for a potential future funding measure; and
- B. Approve a budget adjustment in the amount of \$773,200 to the Fiscal Year 2020 Budget of the Safe Clean Water Renewal Project; and
- *C. Receive information on general taxes versus special taxes following the Board request for information at the December 10, 2019 Board meeting.

Manager: Marta Lugo, 408-630-2237

Attachments: [*Original Agenda Memorandum](#)
[*Supplemental Agenda Memorandum](#)

Est. Staff Time: 5 Minutes

8. CHIEF EXECUTIVE OFFICER:

- 8.1. 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 Regular Meeting at 1:00 p.m., on February 11, 2020, 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.: 20-0124

Agenda Date: 1/28/2020
Item No.: 2.1.

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.: 20-0008

Agenda Date: 1/28/2020

Item No.: 2.6.

BOARD AGENDA MEMORANDUM

SUBJECT:

Santa Clara Valley Water District Government Relations Program Update and Legislative Outlook.

RECOMMENDATION:

- A. Receive information on the 2019 Santa Clara Valley Water District (Valley Water) government relations advocacy and stakeholder engagement program; and
- B. Provide input on current and future challenges, goals, and accomplishments since the last presentation to the Board of Directors.

SUMMARY:

On an annual basis, staff has presented the Board with updates on Valley Water's government relations advocacy and stakeholder engagement program. The last update was presented on January 22, 2019.

BACKGROUND

The Office of Government Relations advocates at the local, regional, state, and federal levels to promote the water supply, flood protection, revenue enhancement, and environmental stewardship interests of Valley Water and the residents of Santa Clara County, in alignment with the Board's legislative priorities. Consequently, Valley Water's government relations program cultivates strategic relationships with a variety of policymaking bodies and advocacy stakeholders, including elected officials, regulatory agencies, administrative agencies, and key advocacy groups. In addition, every October the Board reviews and adopts legislative policy proposals and legislative guiding principles that form the foundation for Valley Water's advocacy efforts. The 2020 Legislative Guiding Principles and Policy Proposals adopted by the Board in October 2019 are included as Attachment 1.

FEDERAL ADVOCACY AND STAKEHOLDER EFFORTS

The federal government operates on a long-term horizon, with bills introduced in one two-year congressional session and, if not enacted into law, requiring reintroduction in future sessions. Efforts at the federal level involve direct engagement and ongoing communication with Congress and executive agencies on legislative and regulatory matters affecting Valley Water's projects and priorities. In addition to staff's advocacy efforts, we also use Washington, D.C. based consultants who have extensive experience and established relationships with policymakers and administration officials.

Federal Advocacy and Engagement

Staff meets with Valley Water's congressional delegation in their local offices at least twice yearly and regularly communicates with their staff in Washington, D.C., to keep them informed of various projects and priorities. Staff also creates opportunities for the Board to dialogue directly with Members of Congress and other key federal officials on important policy issues, legislation, and regulatory concerns.

Washington, D.C. Advocacy Trips

Twice yearly, Valley Water Board Members lead a delegation on advocacy trips to Washington, D.C., to advance the Board's and Valley Water's federal projects and priorities. In 2019, Vice Chair Nai Hsueh led the Valley Water team on the spring trip to Washington, D.C. and CEO Norma Camacho led the Valley Water team on the fall trip. Over three days during each trip, the delegation meets with dozens of key officials, including Members of Congress and officials from the U.S. Army Corps of Engineers (USACE), the U.S. Bureau of Reclamation (Reclamation), the White House Office of Management and Budget (OMB), the U.S. Environmental Protection Agency (EPA), and the U.S. Fish and Wildlife Service (USFWS), among others.

Key Federal Legislation

In 2019, staff brought 24 federal bills to the Board for positions, listed in Attachment 2. With Board-approved authority, staff then actively educated our congressional delegation and advocated for the Board's position on each bill, addressing water infrastructure funding, water recycling, water quality, wetlands protection, environmental justice, and regulatory streamlining, among other topics.

Federal Successes

Even though the federal program operates on a long-term horizon due to the nature of the federal legislative and budgetary process, Valley Water had the following key successes in 2019:

1. Worked with Congresswoman Zoe Lofgren and others in the delegation to advocate for and secure \$600,000 in USACE FY 2020 funding to continue the feasibility study for Phase II of the South San Francisco Bay Shoreline Project (Economic Impact Areas 1-10).
2. Hosted a site tour of the Pacheco Reservoir Expansion Project for Congressman Jimmy Panetta's district staff to discuss the project and advocate for federal funding. Following the tour, staff worked with Congressman Panetta and others in the delegation to send a letter to Reclamation Commissioner Brenda Burman requesting that Reclamation include funding for the Pacheco Project in the agency's fiscal year 2020 budget.
3. Worked closely with the Natural Resources Conservation Service (NRCS) staff in Davis to advocate for federal funding for the Upper Llagas Creek Flood Protection Project. Supported by successful visits with NRCS officials in Washington, D.C., the local advocacy has positioned us well for potential receipt of project funding in 2020.
4. Coordinated two successful advocacy trips to Washington, D.C., that included more than 40 visits with Members of Congress and key agency officials to advocate for Valley Water projects and priorities.

STATE ADVOCACY AND STAKEHOLDER EFFORTS

Our work in Sacramento involves protecting Valley Water's interests and advocating on state legislative, regulatory, and budgetary items. Staff routinely meets with members of the Legislature, the Office of the Governor, and key agencies on legislative and regulatory issues. Staff also utilizes a consultant with an extensive network of established relationships with policymakers to assist in the advancement of Valley Water's interests at the State Capitol. Staff reviews over 3,600 bills and numerous regulatory proposals for impacts on Valley Water; consults with Valley Water staff regarding significant policy issues; brings legislation before the Board for consideration of positions; and educates officials about Valley Water positions and concerns, engaging them for advocacy in support of Valley Water interests.

State Advocacy and Engagement

Once the Board approves a legislative position, staff advocates for Valley Water's position with the members and staff of the Legislature, the Office of the Governor, regulatory agencies, and other stakeholders. Staff also monitors and engages on regulatory issues as needed to advance Valley Water's interests.

Regulatory issues in 2019 were numerous, including the Governor's Climate Resiliency Plan, Direct Potable Reuse Framework, Dredge and Fill Materials in Waters of the State, San Francisco Bay Plan to allow for increased fill in the Bay, the 303(d) listing of Los Gatos Creek for temperature impairment, along with key decisions by the California Water Commission regarding Proposition 1 Water Bond funding and the Department of Water Resources on Subventions funding for the South San Francisco Bay Shoreline Project (Shoreline Project). In all of these proceedings, Government Relations staff coordinated internal staff review, consolidated comments into a coherent message, sought the final approval from senior management, and formally submitted the comments. When warranted, staff facilitated meetings and public presentation of Valley Water's positions.

Sacramento Legislative Days at the Capitol

The Office of Government Relations coordinated its annual series of State Legislative Days for Valley Water Board members on May 21-22. Chair LeZotte and Director Keegan led Valley Water's team in 22 meetings over two days and included meetings with legislators, state agency officials, and the Office of the Governor. The delegation advocated for a Valley Water-sponsored bill regarding an increase to the formal contract bidding threshold, bond funding for our numerous projects, a ballot label fix for tax measures, financial assurances for long-term mitigations in lieu of endowments, Delta Conveyance, funding for flood protection, the Pacheco Project, and the permitting process at various agencies.

Key Legislation

In 2019, staff brought 25 state bills, resolutions, budget items, or bond measures to the Board for positions, which are also included in Attachment 2. Staff then advocated for the Board-approved positions with the Legislature. Of those 25 items with Board-approved positions, 15 resulted in the Board's desired outcome.

State Successes

In 2019, Valley Water had several legislative successes at the state level:

1. **AB 707 (Kalra) Valley Water Contracting Threshold** - Signed by Governor - Increases our agency's cost threshold above which a formal bidding process is required from \$25,000 to \$50,000. The new law also updates Valley Water's force account threshold from \$5,000 to \$50,000 and expands exemptions to the force account limit to include work consisting of environmental preservation and habitat management. Existing law exemptions to the force account limit were preserved, including channel protection, maintenance, and emergency work.
2. **SB 268 (Wiener) Enhanced Transparency for Local Tax Measures** - Vetoed by Governor - The bill would have fixed several unintended consequences stemming from recently-enacted ballot label requirements that create problems for local bonds and tiered-rate taxes, including Valley Water's Safe, Clean Water parcel tax. For cities, counties, or special districts proposing a tax or bond, SB 268 would have allowed the option to choose whether to state the rate, duration, and annual revenue of the tax in the ballot label, or to state, "See voter guide for tax rate information," in the ballot label and provide expanded financial disclosures in the voter guide.
3. **State Water Resources Control Board: Waters of the State** - Valley Water staff participated in the State Water Resources Control Board (State Water Board) process to adopt the State Wetland Definition and Procedures for Discharges of Dredge or Fill Material to Waters of the State, ultimately securing several important revisions, including an exclusion for routine, and emergency, operations and maintenance of existing facilities. The agreed changes allow the Regional Water Quality Control Boards to extend, renew, or re-issue existing permits when no material changes to the volume, location, or character of previously authorized discharges are proposed.
4. **State Flood Control Subventions Funding** - Successfully worked with the Department of Water Resources (DWR) to complete the administrative process to qualify the Shoreline Project for State Subventions funding. Staff worked to plan a tour of the Shoreline Project for DWR staff, which included an open invitation to the public and the completion of the State Cost Share report.

LOCAL/REGIONAL ADVOCACY AND ENGAGEMENT

Similar to the work at the federal and state levels, Valley Water's local and regional government relations programs involve direct engagement and communication with elected and appointed officials in all 15 cities of Santa Clara County, the County Board of Supervisors, both open space agencies, and the San Francisco Bay Restoration Authority. The local and regional government relations staff also proactively engages with the field staff for the 11 members of the state delegation, as well as with key advocacy stakeholders including business, civic, environmental, and diversity organizations.

2019 Local and Regional Successes

In 2019, Valley Water had many local and regional successes that advanced Valley Water's interests

and Board priorities. A full list of tours, events, and sponsorships is included in Attachment 3. Highlights included:

1. Advocated for two Board-approved Priority 1 state bills:
 - Secured local support for Valley Water's sponsored bill, Assembly Bill 707, from more than a dozen business, environmental, diversity, and labor organizations, and successfully leveraged that support to assist in removing opposition to the bill.
 - Secured local support for Senate Bill 268, which sought to fix unintended consequences of prior bills pertaining to ballot language, by recruiting local support for the bill from labor and diversity organizations and municipalities.
2. Advanced Valley Water projects and priorities with elected officials, regulatory agency representatives, and advocacy stakeholders by conducting two advocacy tours of key water supply, flood protection, and environmental restoration projects. A central highlight was the October VIP Water Walk Tour of several priority projects, such as Anderson Dam, the Upper Guadalupe River Flood Protection Project, the Shoreline Project, and the Advanced Water Purification Center, for more than 40 elected officials and staff, as well as key advocacy stakeholders.
3. Educated, engaged, and bolstered support for Valley Water priorities with communities across Santa Clara County by participating in 50 community events, where Valley Water highlighted flood preparedness, water conservation, purified recycled water, and community-specific projects such as Anderson Dam, Pacheco Reservoir, Upper Llagas Creek, and the Shoreline Project, among others. Thirteen of these events included Valley Water's new water truck, which continues to be in great demand.
4. Coordinated a joint meeting with the Contra Costa Water District, and initiated planning and coordination for additional joint meetings with the cities of Morgan Hill, Gilroy, and San Jose.
5. Supported Valley Water's and the Board's presence at a variety of civic, business, diversity and inclusion, and professional events by sponsoring 61 community events that had a nexus to and advanced Valley Water's mission, vision, and goals.

2020 Legislative Outlook

In a divided federal government and a highly partisan political environment, enacting federal legislation in 2020 will be very difficult. Members of Congress will be focused largely on impeachment proceedings and the upcoming election, and legislative activity may essentially grind to a halt by mid-year. Finding strategic opportunities to move legislation, and securing bipartisan consensus, will be critical. Valley Water's federal advocacy efforts will continue to be robust and aggressive, building upon our 2019 accomplishments to achieve even greater success in 2020 and beyond.

The outlook for progress at the state level is promising. With the election of Gavin Newsom as Governor and a Democratic supermajority in both the Senate and Assembly, staff is looking forward to another productive year. Valley Water's state advocacy efforts, as well as our local/regional engagement activities, will also continue to be vigorous and build upon our 2019 successes so that

the Board's priorities and Valley Water's interests are protected and advanced at all levels.

2020 Legislative Proposals, Policies, and Priorities

Guided by the Board of Directors' adopted 2020 Legislative Policy Proposals and Guiding Principles, and contingent upon an approved budget for FY 2021, staff is planning one new legislative policy proposal in 2020 (for the full list of Board-approved policies and proposals, see Attachment 1):

- Sponsor state legislation to:
 - Expedite permitting and best value contracting for the Anderson Dam Seismic Retrofit Project

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: 2020 Legislative Guiding Principles/Policy Proposals

Attachment 2: Key Legislation

Attachment 3: Community Events and Sponsorships

Attachment 4: PowerPoint

UNCLASSIFIED MANAGER:

Rachael Gibson, 408-630-2884

2020



Legislative Guiding Principles

Serving 2 million people living and working in Silicon Valley, Valley Water is the primary water resources agency for Santa Clara County, California.

Valley Water acts not only as the county's water wholesaler, but also as its flood protection agency and the steward for its watersheds, streams and creeks, underground aquifers and Valley Water-built reservoirs. As the county's water wholesaler, Valley Water makes sure there is enough clean, safe water for the county's residents. As the agency responsible for local flood protection, Valley Water works diligently to protect Santa Clara Valley homes, schools, roadways, and businesses from the devastating effects of flooding. Our watershed and stream stewardship responsibilities include protection and restoration of habitats, and protection of endangered species in connection with carrying out the purposes of the District Act.

To support our efforts in managing critical water issues, Valley Water advocates for legislation that advances our key guiding principles:

- 1. Ensure a reliable supply of healthy, clean drinking water**
- 2. Reduce the potential for flood damages**
- 3. Enhance the quality of life through the protection and enhancement of watersheds, streams, and natural resources**
- 4. Protect revenues, enhance revenues, and contain costs**
- 5. Encourage opportunities for job creation, and the protection and stability of Valley Water's workforce**

2020 Legislative Guiding Principles

Ensure a reliable supply of healthy, clean drinking water

Water is a finite resource that must be protected. As the water wholesaler for our county, our ability to deliver a reliable, clean water supply for one of the country's most important technology communities continues to be challenged by a multitude of factors. Valley Water advocates for legislation impacting our water supply that accomplishes the following:

Water Supply and Drought

1. Support legislative, administrative or other efforts that protect and/or advance Valley Water's interests in California's Modernization of the Delta Conveyance, including efforts to ensure financially-prudent project delivery.
2. Support legislative actions that provide for drought relief funding and policies.
3. Support efforts that encourage the use of recycled water for indirect and direct potable use.
4. Oppose measures that reduce the reliability or quality of Valley Water's imported water supplies.
5. Support increasing water use efficiency throughout the state, while taking into account previous water use efficiency investments.
6. Support strengthening local agencies' ability to manage and protect groundwater supplies.
7. Support the role of technology in addressing water conservation efforts and encourage government funding for technological advancements.
8. Support tax-exempt status for water conservation rebates.
9. Support legislative efforts that provide public water agencies with first right of refusal to accept waste water.
10. Support legislation and policies that prioritize municipal and industrial water supplies during shortages.
11. Support enactment of county or city ordinances that would promote compliance with SB 407 by requiring the replacement of non-water-conserving plumbing fixtures upon the transfer of real property, or other enforcement mechanisms.

Water Quality

1. Support efforts to place a moratorium on fracking, and all related legislative bills.
2. Support efforts to aggressively protect the quality of our groundwater basin from contaminants.
3. Support efforts to amend the Clean Water Act consistent with our mission.
4. Support efforts to address all Delta stressors, including toxics, invasive species, and in-Delta and upstream diversions.
5. Oppose weakening the State Water Resource Control Board's anti-degradation policy.
6. Support legislative efforts and regional initiatives that would provide research funding into understanding and addressing issues around Constituents of Emerging Concern (CECs) in the water supply.

Funding for Water Infrastructure

1. Support funding to ensure sustainable long-term water supplies, including recycled water projects.
2. Support funding for boating inspections and other measures to prevent the spread of invasive mussels.
3. Support funding for planning and environmental review of new Delta conveyance facilities.
4. Support protection of funding for improving the integrity of Delta levee systems that impact salinity intrusion.
5. Support assessing the state of the nation's dams and providing grants or infrastructure loans for dam retrofits.
6. Support legislation that allows a borrower to pay the credit subsidy on a Water Infrastructure Finance and Innovation Act (WIFIA) loan.
7. Support legislation, bond measures, appropriations, or other funding mechanisms that fund or could fund Valley Water infrastructure projects.

General Water Policy and Reliability

1. Support timely permitting of water supply capital and operations and maintenance projects.
2. Support legislative efforts that better integrate water resources in the land-use and decision-making processes.
3. Support efforts to streamline the permitting of water recycling projects, taking into account the need to protect high-quality groundwater basins.
4. Support legislation that provides for the reliability of operations of state and federal water projects.
5. Support regulatory and legislative proposals that reduce impediments for public agencies seeking to use effluent water for recycling purposes.
6. Support and promote the concept of beneficiary pays.
7. Support changes to the definition of disadvantaged community so that affordability factors are considered to address specific communities.
8. Support legislative efforts that amend Proposition 218 and Proposition 26 to allow low-income rate assistance.



2020 Legislative Guiding Principles

Reduce the potential for flood damages

Silicon Valley's waterways pass through areas populated by homes, schools, farms, and businesses. When our communities flood, the ensuing loss in productivity easily runs into millions of dollars, in addition to the physical infrastructure damage. Additionally, our shoreline area, which is vulnerable to tidal flooding, requires investments in levee maintenance and repair, and houses a number of Silicon Valley Fortune 500 businesses.

To maintain and expand the flood protection infrastructure necessary to prevent flooding and resulting damages, Valley Water advocates for legislation that accomplishes the following:

Flood Protection Funding

1. Support funding for infrastructure, construction, and repair of flood protection systems.
2. Support funding for the Federal Emergency Management Agency (FEMA) to update tidal and fluvial flood risk maps.
3. Support funding for the implementation of a statewide flood protection needs assessment.
4. Support equitable funding and staffing for the State Flood Control Subventions Program.
5. Support reimbursement of local funds used for the Upper Llagas Creek Flood Protection Project.
6. Support authorization for Valley Water projects at the federal level, including federal authorization for the South San Francisco Bay Shoreline, San Francisquito Creek, and Upper Llagas Creek Projects.

7. Support funding for research of Atmospheric Rivers, and for new technologies that provide improved information for weather forecasts, streamflows, reservoir operations, and flooding.

Flood Protection and Regulatory Efforts

1. Support timely and more appropriate permitting of capital and operations and maintenance (O&M) projects in order to provide or maintain capacity within river and stream systems.
2. Ensure participation in the Community Rating System recertification process through FEMA's National Flood Insurance Program.
3. Support efforts to continue the National Flood Insurance Program with a balanced approach to program reform.
4. Support efforts to modify the U.S. Army Corps of Engineers' levee policy regarding vegetation near levees.

Enhance the quality of life through the protection and enhancement of watersheds, streams, and natural resources

In order to protect and enhance the environment and improve the health of our watersheds, Valley Water advocates for legislation that accomplishes the following:

Waterway and Ecosystem Protection

1. Support legislative efforts to eliminate or reduce waste entering our waterways (e.g., plastic bags, expanded polystyrene, etc.).
2. Support legislation that facilitates the cleanup of unlawful encampments, and reduces or prevents homelessness.
3. Support legislation that protects the environment through conservation and the preservation of natural resources, habitat, and improving the health of local watersheds.
4. Support legislative efforts to address abandonment or derelict operation of vessels in navigable waterways and reservoirs.
5. Support legislation and policies that address mercury contamination in local waterways.
6. Support ecosystem restoration in the Delta.

4. Support changing certification requirements for water treatment operators who work at recycled water facilities.
5. Support legislative efforts that allow an applicant to conduct environmental review only under CEQA when both federal and state approval is required for public projects in California.
6. Support efforts to reduce the impact of including "the banks" in the definition of "Waters of the State."

Resource Protection Funding

1. Support funding to address climate change impacts on water supply and flood management facilities and infrastructure needs.
2. Support the use of alternative funding instruments to fund maintenance of mitigation sites.

Regulatory Efforts

1. Support CEQA reform to accelerate projects.
2. Promote a regulatory environment that allows and encourages special districts and municipalities to achieve local, state, and national water conservation and environmental goals.
3. Support adequate funding for regulatory agencies to ensure proper levels of service and reduce the cost of inflation due to regulatory delay.



2020 Legislative Guiding Principles

Protect revenues, enhance revenues, and contain costs

Valley Water's multiple responsibilities are supported by a diverse array of funding sources. As we continue to maintain our operational budget while meeting the infrastructure needs of our complex water system, Valley Water will advocate for legislation that accomplishes the following:

1. Support state and federal funding for key infrastructure efforts, including funding for local projects and a Bay-Delta solution.
2. Support innovative funding proposals that leverage government dollars.
3. Oppose the involuntary realignment of services and revenues.
4. Oppose efforts to eliminate local agencies' ability to issue tax-exempt bonds and Certificates of Participation.
5. Protect local government revenues by maintaining local authority over the collection of fees and generation of revenues.
6. Oppose efforts to reallocate property taxes among state and local agencies.
7. Support the California Water Commission engaging Congress and the federal government in supporting the completion of projects in Santa Clara County.
8. Support reducing the voting requirement for special taxes.
9. Oppose the imposition of unfunded mandates.
10. Clarify groundwater charges and language.
11. Support exemptions for storm water and flood protection fees.
12. Support the creation of a \$100,000 threshold when requiring a competitive selection process for the contracting of professional services.
13. Support utilization of drone technology for inspections of Valley Water systems and facilities.
14. Support flexibility in public works construction contracting.

Encourage opportunities for job creation, and the protection and stability of Valley Water's workforce

Supporting the creation of local jobs and ensuring a well-trained workforce to carry out Valley Water's mission while containing costs continue to be priorities. To support opportunities for job creation, and the protection and stability of Valley Water's workforce, Valley Water will advocate for legislation that accomplishes the following:

1. Support transparency and accountability for local government.
2. Oppose legislation that reduces the authority and/or ability of local government to determine how best and most effectively to operate local programs and provide services.
3. Support workforce training, job creation, and research and development efforts.
4. Support legislative efforts that curb and/or control the escalating cost of employer-provided benefits.
5. Promote policies that provide a more sustainable and cost-effective delivery of workers compensation benefits for injured Valley Water employees.
6. Oppose legislation that interferes with the employer/employee relationship or places employees at risk while performing their duties.
7. Support efforts to develop and implement statewide integrated public safety communication systems.
8. Support creation of a single department to oversee and coordinate emergency preparedness, response, recovery, and homeland security activities.

CONTACT US

For more information, contact us at **(408) 630-2600**, or visit our website at **valleywater.org**.



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Local Proposals and Priorities

Regulatory Issues

Seek Permit and Fee Exemptions from Local Jurisdictions to Remove Hazardous Trees from Valley Water Property

Summary of Legislative and Regulatory Needs

Ten local jurisdictions currently require Valley Water to obtain permits and pay fees to remove hazardous trees on Valley Water property. Five jurisdictions, including the County and the City of San José, exempt Valley Water from the requirement. Because Valley Water complies with CEQA; provides mitigation, as necessary; and notifies neighbors of the tree removal, complying with local permitting requirements is redundant and adds time and costs to the removal of trees declared a hazard.

Valley Water's Approach to Address Legislative and Regulatory Needs

Pursue exemptions from the remaining jurisdictions.

State Proposals and Priorities

Expediting the Anderson Dam Seismic Retrofit Project

Expedited Permitting and Best Value Contracting for the Anderson Dam Seismic Retrofit Project

Summary of Legislative and Regulatory Needs

Timely completion of the Anderson Dam Seismic Retrofit Project will reduce the risks to public safety and the California economy stemming from the flood control and seismic deficiencies of the existing dam. However, even a one-year permitting delay of a large public infrastructure project like Anderson Dam can cost tens of millions of dollars in scarce public funding. Furthermore, the Federal Energy Regulatory Commission's independent Board of Consultants recommends "best value" procurement for the Anderson Dam project due to its complex design, delivery, and installation. Consequently, Valley Water is seeking to expedite the permitting and construction of this critical water supply project.

Valley Water's Approach to Address Legislative and Regulatory Needs

Seek introduction and passage of a bill providing expedited treatment of Anderson Dam permits and state authorization to use "best value" procurement, based on the public safety and economic risks of having a seismically restricted dam located above one of the state's most populous and economically significant regions.

Waterway and Ecosystem Protection

Allow Mitigation Credit for Homeless Encampment Cleanup

Summary of Administrative Needs

This proposal would create a system for a public entity such as Valley Water to receive mitigation credit for our efforts to clean up homeless encampments along Valley Water waterways to protect water quality.

Valley Water's Approach to Address Administrative Needs

Securing mitigation credit for homeless encampment cleanup may be accomplished through a rulemaking or regulatory approach. Consequently, staff recommends meeting with State and Regional Water Boards to discuss

the proposal and determine if the adoption of a regulation or statutory authorization is needed, or if the state agency may implement by administrative fiat.

Regulatory Issues

Extended Delays in Issuing Permits: Agencies Have Not Been Able to Issue Permits in a Timely Fashion due to Understaffing and Other Staffing Issues

Summary of Administrative Needs

Regulatory agencies appear to lack adequate staff to process permits in a timely and predictable manner. Engaging staff from agencies early in a project is increasingly difficult due to the lack of staff resources. Streamlining of state and federal permits is essential to getting local agency projects out in a timely and cost-effective manner.

Valley Water's Approach to Address Administrative Needs

Request and support adequate funding for regulatory agencies and collaborate with regulatory agencies at all levels to address issues and improve the overall permit process leading to public infrastructure projects not being delayed. Where feasible, support standardizing regulatory agency internal processes and procedures to optimize the permitting application process.

Better Coordination of Mitigation Requirements Among Regulatory Agencies is Needed

Summary of Administrative Needs

Complying with multiple and often conflicting mitigation requirements of state and federal agencies has become increasingly common, often driving up the price tag on projects and delaying projects which often are responsible for the protection of the health and safety of the community. It has become increasingly difficult to comply with conflicting regulations that govern day-to-day operations and the building of infrastructure projects.

Federal compensatory mitigation for impacts to wetlands and waters of the United States should comply with the hierarchy established by the Mitigation Rule (Compensatory Mitigation for Losses of Aquatic Resources; Final Rule [33 CFR parts 325 and 332] and Final 2015 Regional Compensatory Mitigation and Monitoring Guidelines for the U.S. Army Corps of Engineers South

State Proposals and Priorities

Pacific Division) which stipulates in descending order of preference 1) mitigation banks, 2) in-lieu fee programs, and 3) permittee-responsible mitigation in consideration of a watershed approach.

The best mitigation option for Valley Water may be the establishment of an in-lieu fee program. However, state and federal agencies have not been supportive of in-lieu fee programs despite their priority level in the Federal Mitigation Rule and their strong recommendation that the in-lieu fee is an effective and useful approach to satisfy compensatory mitigation requirements.

Valley Water's Approach to Address Administrative Needs

A forum or process should be created which allows for agencies to understand the requirements being placed on permittees, which will decrease the conflicts which are often present. Federal and state agencies should agree to and accept the same mitigation for the same project impacts to reduce the financial burden on Valley Water. This will allow for more efficient permitting and responsible spending of public funds. In-lieu fee programs should be an allowable mitigation option for Valley Water.

Create a Balanced Approach to Watershed-Based Regulatory Permitting and Financing for Public Agencies

Summary of Legislative, Regulatory, and Administrative Needs

Valley Water wants to ensure that it can work effectively and efficiently with regulatory agencies to ensure that permits are obtained in a timely and predictable manner and that our financial resources are appropriately utilized.

To that end, in situations where it can be determined that routine maintenance would not cause additional environmental impacts than which were originally mitigated for, there should not be a need for permitting the maintenance. Removing this permitting requirement would both simplify the process and expedite the overall timeline for conducting routine maintenance.

Furthermore, environmental restoration projects, by their very nature, are intended to protect, restore, and enhance the environment, and should be exempt from mitigation.

Valley Water's Approach to Address Legislative, Regulatory, and Administrative Needs

Seek legislative, regulatory, and administrative paths in conjunction with interested stakeholder groups to:

- 1) pursue efforts that will allow for public agencies, which are performing routine maintenance, to bring flood protection projects back to their original capacity to be exempt from needing to obtain a permit, as long as the maintenance would not cause any additional environmental impacts which were not originally mitigated;
- 2) pursue efforts that will allow for true environmental restoration projects to be exempt from requiring mitigation, and
- 3) pursue efforts which will provide agencies alternatives and exemptions to endowments if the agency has adopted the local or regional watershed management plan.

Public Entities Need Flexibility in Financial Assurance Mechanisms for Long-Term Management of Compensatory Mitigation Sites

Summary of Legislative and Administrative Needs

Permitting agencies are requiring financial assurances for long-term management of compensatory mitigation sites as a condition of permit issuance. Federal and state agencies have recently been insistent that endowments are the only avenue to ensure the long-term sustainability of a compensatory mitigation site.

The U.S. Army Corps of Engineers (USACE), through its district engineer, determines the compensatory mitigation for a specific project. As part of this compensatory mitigation, the district engineer requires financial assurances for the completion of the mitigation project, as well as financing mechanisms for the long-term management of the mitigation property.

Financing of long-term sustainability of a mitigation project after its completed, PP 19649 Final Rule, Supplemental Information re 33 CFR 332.7 (USACE) and 40 CFR 230.97 Management (d) (U.S. Environmental Protection Agency) states "In cases where compensatory mitigation project sites are owned by public entities, it may not be necessary to include provisions for the financing of any required long-term management if, for example, a formal, documented commitment from a government agency is provided (i.e., stewardship commitment). For public agencies identifying adequate financing at the time of permit issuance may be problematic since agency funding can vary from year-to-year with budget cycles, thus underscoring the need for a formal, documented commitment.

State Proposals and Priorities

The State Government Codes 65966 (b) and 65967 (a) & (b) indicate there is flexibility in methods of funding for the long-term stewardship of mitigation property, and that an endowment is not the only option.

Valley Water's Approach to Address Administrative Needs

Valley Water seeks to engage with applicable state and federal agency senior officials to ensure flexibility in long-term financial assurances is available to public entities including exemption from endowments, and to clarify changes in agency policy if necessary.

Water Supply

Streamline the Water Rights Change Petition Process for Valley Water Projects

Summary of Administrative Needs

According to the State Water Resources Control Board (State Water Board) Water Rights Petitions Program webpage, the water rights change petition process takes five to seven years to complete, and if there are significant protests filed, the process can take even longer. While these issues are complex, the time to obtain water rights permits could be reduced if the State Water Board allocated more staff to the Water Rights Petitions Program. The Pacheco Reservoir Expansion Project and the Anderson Dam Seismic Retrofit Project both require the petitioning of the State Water Board to change existing water rights and could be delayed by a backlog of water rights change petitions.

Valley Water's Approach to Address Administrative Needs

- A. Collaborate with other water agencies in efforts to establish a separate track for water rights change petitions for Proposition 1 Water Storage Investment Program-approved projects, including the Pacheco Reservoir Expansion Project.
- B. Concurrently seek a contractual agreement with the State Water Board through which Valley Water would pay for additional State Water Board staff to work on Valley Water petitions, including the Anderson Dam Seismic Retrofit Project and other projects as needed.

Recycled Water Indirect/Direct Potable Use Proposal

Summary of Legislative and Regulatory Needs

To ensure an adequate and reliable supply of high-quality water, Valley Water has partnered with cities and water retailers in the county to develop recycled water supplies.

Recycled water use is expected to expand in the coming years. In 2014, Valley Water completed the Silicon Valley Advanced Water Purification Center, an advanced water treatment facility that produces up to 8 million gallons per day of highly purified recycled water that is blended into existing recycled water supplies, thereby improving overall recycled water quality so that the water can be used for a wider variety of irrigation and industrial purposes. Longer term, Valley Water is investigating using highly purified recycled water for the replenishment of groundwater basins, similar to the successful groundwater replenishment system operated by the Orange County Water District, and potentially direct potable reuse.

Valley Water has been involved in the development of indirect potable reuse in Silicon Valley and in direct potable reuse research. In 2010 and 2013, the California State Legislature mandated that the state Department of Public Health (now Division of Drinking Water), in consultation with the State Water Resources Control Board (State Water Board), report on the feasibility of developing uniform water recycling criteria for direct potable reuse by December 31, 2016. The State Water Board released its draft report in September 2016, which suggested that direct potable reuse is feasible but requires additional research. In 2017, AB 574 (Quirk) was signed into law requiring the State Water Board to establish a framework for regulating direct potable reuse by June 1, 2018. The first draft of the framework was released in April 2018, followed by a second edition in August 2019.

Valley Water's Approach to Address Legislative and Regulatory Needs

Continue to facilitate the creation of coalitions and efforts to support adequately funding recycled and purified water, and other programs that will allow full integration of stormwater, groundwater recharge, flood water, gray water, and indirect and direct potable reuse. Continue to work with the state and other stakeholders to further the development of regulations for direct potable reuse.

Federal Proposals and Priorities

Regulatory Issues

Expedite U.S. Fish and Wildlife Service (USFWS) Permit Processing

Summary of Legislative, Regulatory, and Administrative Needs

USFWS lacks adequate staff to process permits in a timely and predictable manner. Often permit applications are placed into a queue, and processing of multiple permit requests from a single entity does not appear to be handled concurrently. A solution to this would be to implement a requirement that if the USFWS does not take action within 60 days on a permit, it is deemed approved automatically.

Valley Water's Approach to Address Legislative, Regulatory, and Administrative Needs

Seek legislative, regulatory and administrative paths toward this outcome.

Extended Delays in Issuing Permits: Agencies Have Not Been Able to Issue Permits in a Timely Fashion due to Understaffing and Other Staffing Issues

Summary of Administrative Needs

Regulatory agencies appear to lack adequate staff to process permits in a timely and predictable manner. Engaging staff from agencies early in a project is increasingly difficult due to the lack of staff resources. Streamlining of state and federal permits is essential to getting local agency projects out in a timely and cost-effective manner.

Valley Water's Approach to Address Administrative Needs

Request and support adequate funding for regulatory agencies, and collaborate with regulatory agencies at all levels to address issues and improve the overall permit process leading to public infrastructure projects not being delayed. Where feasible, support standardizing regulatory agency internal processes and procedures to optimize the permitting application process.

Better Coordination of Mitigation Requirements Among Regulatory Agencies is Needed

Summary of Administrative Needs

Complying with multiple and often conflicting mitigation requirements of state and federal agencies has become

increasingly common, often driving up the price tag on projects and delaying projects which often are responsible for the protection of the health and safety of the community. It has become increasingly difficult to comply with conflicting regulations that govern day-to-day operations and the building of infrastructure projects.

Federal compensatory mitigation for impacts to wetlands and waters of the United States should comply with the hierarchy established by the Mitigation Rule (Compensatory Mitigation for Losses of Aquatic Resources; Final Rule [33 CFR parts 325 and 332] and Final 2015 Regional Compensatory Mitigation and Monitoring Guidelines for the U.S. Army Corps of Engineers (USACE) South Pacific Division) which stipulates in descending order of preference 1) mitigation banks, 2) in-lieu fee programs, and 3) permittee-responsible mitigation in consideration of a watershed approach.

Conversely, state agencies typically place a higher value on permittee-responsible mitigation, on-site, or as close to the impacted site as possible. Compliance with the federal mitigation hierarchy is likely to result in higher state agency mitigation ratios and requirements.

The best mitigation option for Valley Water may be the establishment of an in-lieu fee program. However, state and federal agencies have not been supportive of in-lieu fee programs despite their priority level in the Federal Mitigation Rule and their strong recommendation that the in-lieu fee is an effective and useful approach to satisfy compensatory mitigation requirements.

Valley Water's Approach to Address Administrative Needs

A forum or process should be created which allows for agencies to understand the requirements being placed on permittees, which will decrease the conflicts which are often present. Federal and state agencies should agree to and accept the same mitigation for the same project impacts to reduce the financial burden on Valley Water.

Create a Balanced Approach to Watershed-Based Regulatory Permitting and Financing for Public Agencies

Summary of Legislative, Regulatory, and Administrative Needs

Valley Water wants to ensure that it is able to work effectively and efficiently with regulatory agencies

Federal Proposals and Priorities

to ensure that permits are obtained in a timely and predictable manner and that our financial resources are appropriately utilized. To that end, in situations where it can be determined that routine maintenance would not cause additional environmental impacts than which were originally mitigated for, there should not be a need for permitting the maintenance. Removing this permitting requirement would both simplify the process and expedite the overall timeline for conducting routine maintenance. Furthermore, environmental restoration projects, by their very nature, are intended to protect, restore, and enhance the environment, and should be exempt from mitigation.

Valley Water's Approach to Address Legislative, Regulatory, and Administrative Needs

Seek legislative, regulatory and administrative paths in conjunction with interested stakeholder groups to: 1) pursue efforts that will allow for public agencies, which are performing routine maintenance, to bring flood protection projects back to their original capacity to be exempt from needing to obtain a permit, as long as the maintenance would not cause any additional environmental impacts which were not originally mitigated; 2) pursue efforts that will allow for true environmental restoration projects to be exempt from requiring mitigation, and 3) pursue efforts which will provide agencies alternatives and exemptions to endowments if the agency has adopted the local or regional watershed management plan.

Public Entities Need Flexibility in Financial Assurance Mechanisms for Long-Term Management of Compensatory Mitigation Sites

Summary of Administrative Needs

Permitting agencies are requiring financial assurances for long-term management of compensatory mitigation sites as a condition of permit issuance. Federal and state agencies have recently been insistent that endowments are the only avenue to ensure the long-term sustainability of a compensatory mitigation site.

The U.S. Army Corps of Engineers (USACE), through its district engineer, determines the compensatory mitigation for a specific project. As part of this compensatory mitigation, the district engineer requires financial assurances for the completion of the mitigation project, as well as financing mechanisms for the long-term management of the mitigation property.

Financing of long-term sustainability of a mitigation project after its completed, PP 19649 Final Rule, Supplemental Information re 33 CFR 332.7 (USACE) and 40 CFR 230.97 Management (d) (U.S. Environmental Protection Agency) states "In cases where compensatory mitigation project sites are owned by public entities, it may not be necessary to include provisions for the financing of any required long-term management if, for example, a formal, documented commitment from a government agency is provided (i.e., stewardship commitment). For public agencies identifying adequate financing at the time of permit issuance may be problematic since agency funding can vary from year-to-year with budget cycles, thus underscoring the need for a formal, documented commitment.

The State Government Codes 65966 (b) and 65967 (a) & (b) indicate there is flexibility in methods of funding for the long-term stewardship of mitigation property, and that an endowment is not the only option.

Valley Water's Approach to Address Administrative Needs

Valley Water seeks to engage with applicable state and federal agency senior officials to ensure flexibility in long-term financial assurances is available to public entities, including exemption from endowments and to clarify changes in agency policy if necessary.

Federal Proposals and Priorities

Water Resources Development Act of 2007 and Water Resources Reform and Development Act of 2014 Implementation

Funding the Upper Llagas Creek Flood Protection Project Through the Water Resources Development Act or Other Appropriations

Summary of Legislative Needs

Valley Water's Upper Llagas Creek Flood Protection Project authorization language needs to be revised to eliminate an errant paragraph which was included in the Water Resources Development Act (WRDA) of 2007 authorization bill. This language has created confusion in providing direction to the USACE and the Office of Management and Budget. In addition, the project's progress has been severely impacted by the lack of appropriations from Congress. One way to address this is to explore reversing WRDA authorization back to the Natural Resources Conservation Service (NRCS), who had it prior to 1999. Since the USACE replaced NRCS for this project as part of WRDA 1999, funding has dwindled significantly, hampering this project's progress. Critical focus needs to be put on securing appropriations for the project going forward. Due to the restrictions on earmarks, the Water Resources Reform Development Act of 2014 (WRRDA) was not viable vehicle to fix the errant paragraph.

Valley Water's Approach to Address Legislative Needs

Continue to seek language clarifying the intent for the Upper Llagas Creek Flood Protection Project in WRDA legislation, or seek alternative federal sponsorship through WRDA or other federal legislation. Emphasis will be placed at all levels both locally and in Washington D.C. to secure future federal funding for the Upper Llagas Creek Flood Protection Project.

Additional emphasis will be placed on securing alternative funding, including funding from the Department of Agriculture through the Farm Bill or other agricultural appropriations as appropriate to ultimately allocate funding to NRCS.

U.S. Army Corps of Engineers Levee Vegetation Policy

Summary of Legislative Needs

USACE currently requires all vegetation other than grasses to be removed from levees and within a 15-foot buffer zone on either side of USACE-inspected levees, which often provide high-quality riparian habitat. If Valley Water doesn't remove the vegetation, the USACE may "fail" the levee and remove it from its rehabilitation and inspection program, which would then alert Federal Emergency Management Agency (FEMA) and others that the levee is unacceptable, and eliminate the possibility of USACE funding for flood-related work. Consequently, it is in Valley Water's interest to encourage the USACE to revise this policy in order to 1) prevent required removal of valuable riparian vegetation, and 2) prevent the consequences associated with the USACE "failing" levees that retain this valuable vegetation. In WRRDA, the USACE has been directed by Congress to evaluate the current Levee Vegetation Policy, including preservation of habitat, vegetation impacts during flooding, historic links between vegetation and flood risk, economic and environmental impacts, and factors that promote regional variances in the program.

Valley Water's Approach to Address Legislative Needs

Work with the USACE and Congress to ensure that Valley Water's desires relative to vegetation on levees are addressed through the implementation phase of WRDA.

U.S. Army Corps of Engineers Section 104/221 Authority

Summary of Legislative Needs

In 2011, the Assistant Secretary of the Army for Civil Works (ASA-CW) decided to no longer approve Section 104 applications. Section 104 crediting (Water Resources Development Act of 1986) allowed non-federal interests to repair design deficiencies and to make levee improvements as quickly as possible, while not impacting the USACE study processes.

Instead of utilizing Section 104, the ASA-CW elected to process credit requests under Section 221 of the Flood Control Act of 1970 (as amended by Section 2003 of the WRDA of 2007). Section 221, as implemented by the ASA-CW, does not promote construction by non-federal interests.

Federal Proposals and Priorities

Without a reasonable policy, local agencies' ability to move projects along faster with local dollars would be jeopardized.

Valley Water's Approach to Address Legislative Needs

Work with the USACE and Congress to ensure that Valley Water's needs are addressed through the implementation phase of WRRDA of 2014. Continue lobby and create support for the ASA-CW to grant and approve Section 104 credit until a new acceptable policy on crediting is put into place.

Infrastructure Funding

Dam Evaluation, Rehabilitation, and Repair Legislation

Summary of Legislative Needs

Valley Water operates ten dams in Santa Clara County as part of our reservoir system. Several of these dams are undergoing seismic evaluations to assess their ability to withstand current standards for earthquakes. These evaluations have revealed that gravelly soils that can liquefy were left in the foundations of many of our dams. The Anderson Reservoir dam evaluation concluded that the dam needs to be seismically retrofitted, at an approximate cost of \$400 million. The National Dam Safety Program currently provides financial assistance to states for strengthening their dam safety programs, but does not assist with infrastructure improvements when a dam is found to be deficient. A comprehensive federal assessment of the state of the nation's dams would enable Congress to fully understand what role, if any, Congress should have in the rehabilitation and repairs of non-federally funded dams.

Valley Water's Approach to Address Legislative Needs

Continue to support the introduction of a Dam Evaluation, Rehabilitation, and Repair Act that will assess the state of the nation's dams and will ultimately provide grants or infrastructure loans for structurally unfit dams.

Water Supply

Improved Water Efficiency Labeling Program

Summary of Legislative Needs

The Water Efficiency Labeling Scheme (WELS) is an international water efficiency labeling program designed to provide information to consumers, through the use of specific labels, that indicate the level of water efficiency of

products that use water. Both Australia and New Zealand have implemented these labels on the following types of products: washing machines, dishwashers, toilets, urinals, showers and faucets. The purpose of the label is to help consumers choose products that use less water while still providing a satisfactory level of quality and performance.

In the United States, the Environmental Protection Agency (EPA) manages the WaterSense partnership program. Under this program, water-efficient products are certified independently. For companies to use the WaterSense label, they must sign a partnership agreement. Unlike the WELS program, WaterSense labels do not indicate the level of water efficiency of a specific product. Instead, the label indicates that the product is 20 percent more water-efficient than the average product in that category (as well as other criteria). Changing the labeling to indicate the level of water efficiency of a product (much like the Energy Star program on appliances) provides consumers with a better understanding of how water-efficient a product is that they are considering buying.

Valley Water's Approach to Address Legislative Needs

Initiate discussions with Congressional members and the EPA on potential changes to the water efficiency labeling program in the WaterSense and other relevant programs at the federal level.

Recycled Water Indirect/Direct Potable Use Proposal

Summary of Legislative and Regulatory Needs

To ensure an adequate and reliable supply of high-quality water, Valley Water has partnered with cities and water retailers in the county to develop recycled water supplies. Recycled water use is expected to expand in the coming years. In 2014, Valley Water completed the Silicon Valley Advanced Water Purification Center, an advanced water treatment facility that produces up to eight million gallons per day of highly purified recycled water that is blended into existing recycled water supplies, thereby improving overall recycled water quality so that the water can be used for a wider variety of irrigation and industrial purposes. Longer term, Valley Water is investigating using highly purified recycled water for both replenishment of groundwater basins, similar to the successful groundwater replenishment system operated by the Orange County Water District and potentially direct potable reuse.

Federal Proposals and Priorities

Valley Water has been involved in the development of Indirect Potable Reuse in Silicon Valley and in Direct Potable Reuse research. In 2010 and 2013, the California state legislature mandated that the state Department of Public Health (now Division of Drinking Water), in consultation with the State Water Resources Control Board, report on the feasibility of developing uniform water recycling criteria for direct potable reuse by December 31, 2016. The State Water Resources Control Board released its draft report in September 2016 which suggests direct potable reuse is feasible but requires additional research. In 2017, AB 574 (Quirk) was signed into law requiring the State Water Board to establish a framework for regulating direct potable reuse by June 1, 2018. The first draft of the framework was released in April 2018, followed by a second edition in August 2019.

Valley Water's Approach to Address Legislative and Regulatory Needs

Continue to facilitate the creation of coalitions and efforts to support adequately funding recycled and purified water and other programs that will allow full integration of storm water, groundwater recharge, flood water, gray water, and indirect and direct reuse. Initiate discussions with Congressional members and the EPA as needed to further the development of regulations for direct potable use.

Flood Protection Funding

Pursue a Lower Class Level Under the National Flood Insurance Program's Community Rating System

Summary of Legislative Needs

The Community Rating System (CRS) is part of the Federal Emergency Management Agency's (FEMA) National Flood Insurance Program (NFIP). By participating in CRS, flood insurance premiums are discounted to reward community actions that meet flood protection and management goals of the CRS. Valley Water is not eligible to fully participate in the NFIP because it is not a permitting authority and lacks the regulatory mechanisms to implement the minimum requirements of the NFIP. However, in 1998, Valley Water was set up as a "fictitious" CRS community, despite not meeting the minimum requirements. Valley Water is the only "fictitious" community in the nation. Valley Water currently has a rating of "8" on a 1-10 scale, with "1" earning the greatest discount. Additionally, Valley Water provides

many of the services through which the cities in the county earn their rating, without which they would not have their current CRS class level.

Valley Water's Approach to Address Legislative Needs

Initiate dialogue with FEMA and others to determine how to structure the CRS program locally so that Valley Water may best position itself to lower its rating and those of our partner cities. Concurrently, and incorporating relevant feedback from conversations with FEMA, initiate dialogue with Santa Clara County cities to create a framework managed by Valley Water that would enable them to achieve lower ratings and higher discounts for their residents.

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KEY LEGISLATION AT THE FEDERAL, STATE, AND LOCAL/REGIONAL LEVELS

Key Federal Legislation in 2019

2019 marked the first session of a two-year Congress (the 116th). All bills listed below will need to be passed by Congress and signed by the president before the end of 2020, or they will need to be reintroduced in the next Congress (the 117th).

Bill	Sponsor	Subject	Valley Water Position	Status
H.R. 548	Calvert	Federally Integrated Species Health (FISH) Act	Support	Introduced and referred to the House Committee on Natural Resources
H.R. 357	Garamendi	Sacramento-San Joaquin Delta National Heritage Area Act	Support	Signed into law as part of the John D. Dingell, Jr. Conservation, Management, and Recreation Act (P.L. 116-9)
S. 40	Barrasso	Bureau of Reclamation Transparency Act	Support and Amend	Introduced and referred to the Senate Committee on Energy and Natural Resources
H.R. 1137	Garamendi	To amend the Water Resources Development Act of 1986 to repeal the authority relating to reprogramming during national emergencies	Support	Introduced and referred to the House Committee on Transportation and Infrastructure
S. 326	Udall	Restrictions Against Illegitimate Declarations for Emergency Re-appropriations (RAIDER) Act of 2019	Support	Introduced and referred to the House Committee on Appropriations
H.R. 1162	Napolitano	Water Recycling Improvement and Investment Act	Support	Hearing held in the House Committee on Natural Resources (June 13, 2019)
H.R. 1132	Speier	San Francisco Bay Restoration Act of 2019	Support	Markup held in House Committee on Transportation and Infrastructure,

				ordered to be reported favorably (September 19, 2019)
H.R. 1497	DeFazio	Water Quality Protection and Job Creation Act	Support	Markup held in House Committee on Transportation and Infrastructure, ordered to be reported favorably (October 29, 2019)
H.R. 658	DeLauro	National Infrastructure Development Bank Act of 2019	Support	Introduced and referred to the House Committees on Energy and Commerce; Transportation and Infrastructure; Financial Services; and Ways and Means
H.R. 1417 / S. 611	Lawrence / Sanders	Water Affordability, Transparency, Equity, and Reliability (WATER) Act of 2019	Support	H.R. 1417: Introduced and referred to the House Committees on Transportation and Infrastructure; Energy and Commerce; Ways and Means; and Agriculture; S. 611: Introduced and referred to the Senate Committee on Environment and Public Works
H.R. 1621	McClintock	Water Supply Permitting Coordination Act	Support	Introduced and referred to the House Committee on Natural Resources
H.R. 2313	Huffman	Water Conservation Rebate Tax Parity Act	Support	Introduced and referred to the House Committee on Ways and Means
S. 923	Feinstein	Fighting Homelessness Through Services and Housing Act	Support	Introduced and referred to the Senate Committee on Health,

				Education, Labor and Pensions
H.R. 2473	Harder	Securing Access for the central Valley and Enhancing (SAVE) Water Resources Act	Support and Amend	Hearing held in the House Committee on Natural Resources (June 13, 2019)
H.R. 363	Calvert	Reducing Environmental Barriers to Unified Infrastructure and Land Development (REBUILD) Act of 2019	Support	Introduced and referred to the House Committee on Natural Resources
S. 1932	Gardner	Drought Resiliency and Water Supply Infrastructure Act	Support and Amend	Hearing held in the Senate Committee on Energy and Natural Resources (July 18, 2019)
S. 1730 / H.R. 3115	Harris / Pallone	The Living Shorelines Act of 2019	Support	S. 1730: Introduced and referred to the Senate Committee on Commerce, Science, and Transportation; H.R. 3115: Markup held in the House Committee on Natural Resources, ordered to be reported favorably (September 25, 2019)
H.R. 3723	Levin	The Desalination Development Act	Support	Hearing held in the House Committee on Natural Resources (July 25, 2019)
H.R. 855	Peters	The Strengthening The Resiliency of Our Nation on the Ground (STRONG) Act	Support	Introduced and referred to the House Committee on Transportation and Infrastructure
S. 403/ H.R. 1159	Whitehouse/ Cicilline	Innovative Materials for America's Growth and Infrastructure Newly Expanded (IMAGINE) Act of 2019	Support and Amend	S. 403: Introduced and referred to the Senate Committee on Environment and Public Works; H.R.

				1159: Introduced and referred to the House Committee on Transportation and Infrastructure; Committee on Science, Space, and Technology; and Committee on Energy and Commerce
H.R. 4033 / S. 2466	Kildee / Harris	Water Justice Act	Support and Amend	H.R. 4033: Introduced and referred to the House Committees on Energy and Commerce; Budget; Ways and Means; Natural Resources; Agriculture; and Transportation and Infrastructure; S. 2466: Introduced and referred to the Senate Committee on Finance.
S. 1837 / H.R. 3254	Gillibrand / Delgado	Protecting Infrastructure and Promoting the Economy (PIPE) Act	Support and Amend	S. 1837: Introduced and referred to the Senate Committee on Environment and Public Works; H.R. 3254: Introduced and referred to the House Committee on Transportation and Infrastructure and the Committee on Energy and Commerce
H.R. 3091	Loebsack	National Flood Research and Education Center Act	Support	Introduced and referred to the House Committee on Science, Space, and Technology and the Committee on

				Transportation and Infrastructure
S. 2236	Booker	Environmental Justice Act of 2019	Support	Introduced and referred to the Senate Committee on Environment and Public Works

Key State Legislation in 2019

2019 marked the first year of a two-year legislative session. The bills listed below that were not signed by the Governor have either died, or have been provided reconsideration as two-year bills and may be heard in the second year of the session.

Bill	Author	Subject	District Position	Status
AB 143	Quirk-Silva D	Shelter crisis: homeless shelters: Counties of Alameda and Orange: City of San Jose.	Support	Signed by the Governor
AB 292	Quirk D	Recycled water: raw water and groundwater augmentation.	Support	2-Year Bill
AB 441	Eggman D	Water: underground storage.	Oppose	2-Year Bill
AB 510	Cooley D	Local government records: destruction of records.	Support	2-Year Bill
AB 533	Holden D	Income taxes: exclusion: turf removal water conservation program.	Support	2-Year Bill
AB 557	Wood D	Atmospheric Rivers: Research, Mitigation, and Climate Forecasting Program.	Support	Dead
AB 658	Arambula D	Water rights: water management.	Support	Signed by the Governor
AB 707	Kalra D	Santa Clara Valley Water District: contracts.	Sponsor	Signed by the Governor
AB 782	Berman D	California Environmental Quality Act: exemption: public agencies: land transfers.	Support	Signed by the Governor
AB 948	Kalra D	Coyote Valley Conservation Program.	Support	Signed by the Governor
AB 1180	Friedman D	Water: recycled water.	Support	Signed by the Governor

Bill	Author	Subject	District Position	Status
AB 1194	Frazier D	Sacramento-San Joaquin Delta: Delta Stewardship Council.	Oppose	2-Year Bill
AB 1204	Rubio, Blanca D	Public water systems: primary drinking water standards: implementation date.	Support	2-Year Bill
AB 1534	Wicks D	Regional Homeless Management Planning Act.	Support	2-Year Bill
AB 1580	Levine D	Major infrastructure construction projects: oversight committees.	Oppose	2-Year Bill
AB 1588	Gloria D	Drinking water and wastewater operator certification programs.	Support	Signed by the Governor
AB 1745	Kalra D	Shelter crisis: emergency bridge housing community: City of San Jose.	Support	Signed by the Governor
ACA 1	Aguiar-Curry D	Local government financing: affordable housing and public infrastructure: voter approval.	Support	2-Year Bill
SB 1	Atkins D	California Environmental, Public Health, and Workers Defense Act of 2019.	Oppose unless Amended	Vetoed
SB 19	Dodd D	Water resources: stream gages.	Support	Signed by the Governor
SB 200	Monning D	Drinking water.	Support	Signed by the Governor
SB 268	Wiener D	Ballot measures: local taxes.	Support	Vetoed
SB 332	Hertzberg D	Wastewater treatment: recycled water.	Oppose unless Amended	2-Year Bill
SB 414	Caballero D	Small System Water Authority Act of 2019.	Support	2-Year Bill
SB 487	Caballero D	Department of Water Resources: aerial snow survey.	Support	Vetoed

2019 Tours, Community Events, and Sponsorships

Tours (Organized and Participated)

1. September 25, 2019 – Farm Bureau Tour with Vice Chair Hsueh and Director Santos
2. October 4, 2019 – VIP Water Walk Tour

Community Events (Participated)

1. AEP Conference (booth)
2. Almaden Art and Wine Festival (booth)
3. Almaden Lake 4th of July Festival (booth)
4. American Indian Heritage Celebration (booth)
5. Berryessa Annual Art and Wine Festival (booth and water truck)
6. CA Water Policy Conference (booth)
7. Campbell Chamber of Commerce Boogie on the Avenue (booth and water truck)
8. Celebrate Cambrian (booth)
9. Celebrating our Ancestors (booth)
10. City of Palo Alto Great Race (booth and water truck)
11. Climate Fair at JCC Los Gatos (booth)
12. Cupertino Emergency Preparedness Fair (water truck)
13. Cupertino Health and Safety Preparedness Fair (booth)
14. Day in the Park (booth)
15. Day on the Bay (booth)
16. Dia De Los Muertos Run-Walk (booth)
17. Disability Awareness Day (booth)
18. Diwali Festival (booth)

19. Downtown Campbell's Bunnies and Bonnets Parade (booth and water truck)
20. Fall Festival at Martial Cottle Park (booth)
21. Gilroy Garlic Festival (booth and water truck)
22. Great Race for Saving Water and Earth Day (booth and water truck)
23. Hispanic Chamber of Commerce Festiv'ALL (booth)
24. Landscape Committee Summit (water truck)
25. LGBTQ Parade and Festival (booth)
26. Mid-Autumn Festival (booth)
27. Morgan Hill Wildflower Run (booth and water truck)
28. Mountain View Art & Wine Festival (booth)
29. Mushroom Mardi Gras (booth and water truck)
30. National Night Out (booth)
31. Palo Alto Safety Preparedness Fair (booth and water truck)
32. Pumpkins in the Park (booth)
33. Red Cross Sound the Alarm (water truck)
34. Rose, White, and Blue Parade (booth and water truck)
35. San José Giants Game (booth)
36. San José Women's March (booth)
37. San Martin Trash Bash (booth)
38. Santa Visits Alviso (booth)
39. Santos Family Car Show (booth)
40. Shamrock Run (booth)
41. Silicon Valley Fall Festival (2 booths)
42. Silicon Valley Leadership Group Regional Economic Forum (booth)
43. SJ District 10 Safety Fair (booth)

- 44. SJECCD Foundation STEM Fundraiser (booth)
- 45. South Valley Science Fair (booth)
- 46. Sunnyvale Chamber of Commerce Art and Wine Festival (booth)
- 47. Taste of Morgan Hill (booth)
- 48. Tech Challenge (booth)
- 49. Valley Medical Center's Women's Leadership Policy Summit (booth – Feb and Aug)
- 50. Veggielution Farm Veggie Fest (booth)

Community Events (Sponsored)

- 1. 12th Annual Heroes and Helpers Holiday Community Breakfast for Children
- 2. 37th Annual Salmonid Conference Restoration Conference
- 3. Access Silicon Valley Breakfast
- 4. Acterra Business Environmental Awards
- 5. Acterra Party for the Planet
- 6. AEP Conference
- 7. American Association University Women (AAUW) Morgan Hill Chapter Wildflower Run
- 8. APALI Benefit Gala
- 9. Asian Americans for Community Involvement (AACI) Better Together
- 10. Association of Women in Water, Energy, and Environment 2019 Resilience in Adaption & Innovation
- 11. Bay Area Council 74th Annual Dinner/Award
- 12. Bay Area Council Pacific Summit
- 13. Bay Area Municipal Election Fund (BAYMEC) Community Foundation
- 14. Bay Nature's Local Hero Award Gala 2019: Look Deep into Nature
- 15. Bay Planning Coalition (BPC) Luncheon
- 16. Bay Planning Coalition (BPC) Welcoming Lunch for USACE SF District Commander
- 17. Bay Planning Coalition Annual Spring Summit
- 18. CA Black Chamber of Commerce Memorial Awards Dinner
- 19. CA Native Plant Society Gardening for Biodiversity

20. CA Water Policy Conference
21. Cesar E. Chavez Annual Scholarship Breakfast
22. Cupertino Chamber of Commerce Annual Lunar New Year Luncheon
23. Downtown Streets Team Downtown Drop Down
24. Gilroy Chamber of Commerce Annual Spice of Life Awards
25. Grassroots Ecology's Grassroots Gathering
26. Green Foothills Foundation, Nature's Inspiration: Honoring Joe Cotchett
27. Greenbelt Alliance Savor the Greenbelt
28. Guadalupe River Park Conservancy Windows on the River
29. Happy Hollow Rendezvous at the Zoo
30. Hispanic Foundation Annual Ball
31. Joint Venture Silicon Valley: State of the Valley
32. Milpitas Chamber of Commerce 26th Annual Auction and Crab Feed
33. Milpitas Chamber of Commerce Annual Awards Banquet
34. Morgan Hill Chamber of Commerce Celebrate Awards Dinner
35. Morgan Hill Thank You Dinner
36. Mountain View ATHENA Award Luncheon
37. Mountain View Chamber of Commerce Celebration of Leaders Awards Dinner
38. Palo Alto ATHENA Leadership Award Luncheon
39. Pumpkins in the Park
40. San José Conservation Corps and Charter School (SJCCCS) Annual Spring Luncheon
41. San José Multicultural Artists Guild Urban Bush Women in "Hair and Other Stories"
42. San José Promise Celebration
43. San José Silicon Valley NAACP 67th Annual Freedom & Friendship Gala
44. Santa Clara & San Benito County Building Trades BBQ
45. Santa Clara Chamber of Commerce Annual Awards Dinner
46. Santa Clara County Farm Bureau's Harvest Dinner
47. Santa Clara Valley Science and Engineering Fair
48. Santa Visits Alviso
49. Science Extravaganza
50. Silicon Valley Leadership Group Energy and Sustainability Summit

- 51. Silicon Valley Leadership Group Regional Economic Forum
- 52. SJ Spotlight Fireside Chat with State Sen. Scott Wiener
- 53. State of the Estuary
- 54. Sunnyvale Chamber of Commerce Annual Murphey Awards
- 55. Sustainable Silicon Valley Rains to Bay
- 56. SVO Annual Business Awards
- 57. Synopsys Science Fair Award Ceremony
- 58. Water Education Foundation Central Coast Tour
- 59. Water Innovation Week 2019
- 60. WaterReuse CA Annual Conference
- 61. WaterReuse Symposium

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Government Relations Program Update and 2020 Legislative Outlook

Presented by: Rachael Gibson, Deputy Administrative Officer

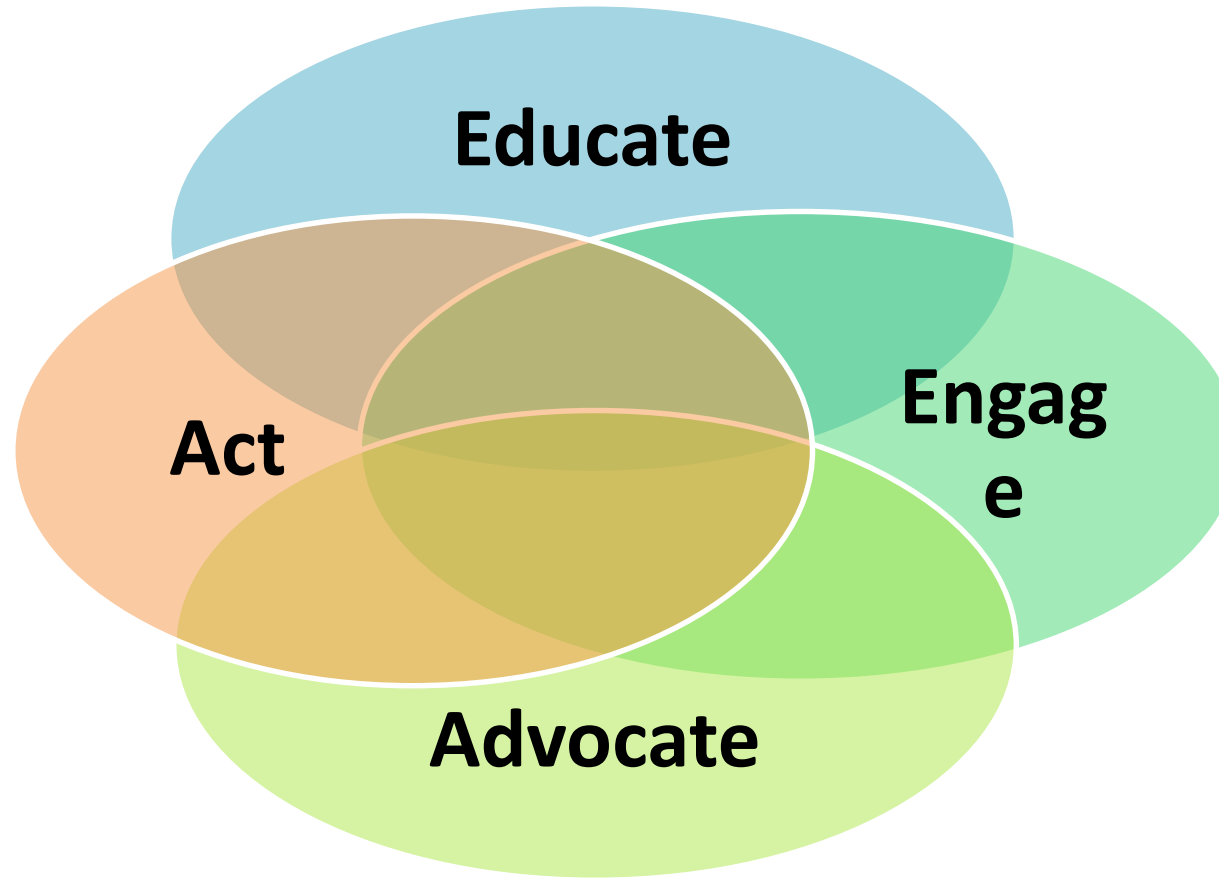
January 28, 2020

Government Relations Program Goals

- Recognize and respond to emerging issues;
- Shape public and regulatory policy to advance Valley Water's mission;
- Secure and protect funding for Valley Water projects;
- Defend Valley Water against punitive legislation and regulatory initiatives; and
- Manage Valley Water's reputation and external efforts with advocacy, strategic partnerships, and stakeholder engagement.

Government Relations Activities

3



Government Relations Program Guidance 4



Legislative Guiding Principles

Serving 2 million people living and working in Silicon Valley,
Valley Water is the primary water resources agency
for Santa Clara County, California.

Valley Water acts not only as the county's water wholesaler, but also as its flood protection agency and the steward for its watersheds, streams and creeks, underground aquifers and Valley Water-built reservoirs. As the county's water wholesaler, Valley Water makes sure there is enough clean, safe water for the county's residents. As the agency responsible for local flood protection, Valley Water works diligently to protect Santa Clara Valley homes, schools, roadways, and businesses from the devastating effects of flooding. Our watershed and stream stewardship responsibilities include protection and restoration of habitats, and protection of endangered species in connection with carrying out the purposes of the District Act.

To support our efforts in managing critical water issues, Valley Water advocates for legislation that advances our key guiding principles:

1. Ensure a reliable supply of healthy, clean drinking water
2. Reduce the potential for flood damages
3. Enhance the quality of life through the protection and enhancement of watersheds, streams, and natural resources
4. Protect revenues, enhance revenues, and contain costs
5. Encourage opportunities for job creation, and the protection and stability of Valley Water's workforce

ValleyWater.org  SCVWD  @valleywater

Clean Water • Healthy Environment • Flood Protection Attachment 1: Page 1 of 13

Advocacy and Engagement Efforts

Legislative Delegation

Valley Water advocates for projects and priorities with local, state, and federal legislators.



Advocacy and Engagement Efforts

Community Partners

Valley Water advocates for our projects and priorities in the community by:

- Engaging our partners and through community events, activities, and sponsorships; and
- Educating and aligning stakeholders through strategic efforts.



Key Successes in 2019

7

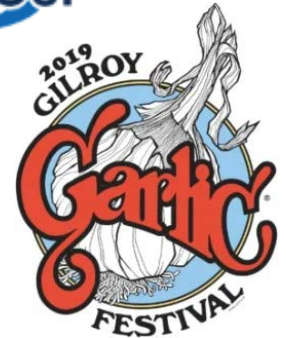


Sponsorships and Community Events

- 61 sponsorships
- Staff participation in 50 events, 13 with water truck



8



Legislation and Advocacy

Legislation



AB 707 (Kalra) Valley Water
Contracting Threshold



SB 268 (Wiener) Ballot Labels:
Local Taxes



Advocacy Trips



Washington, D.C. Trips:
April 1-3, November 12-14



State Legislative Days:
May 21-22

Tours



Farm Bureau Tour



VIP Water Walk Tour

2020 Legislative Outlook

➤ **Julie Minerva, Carpi & Clay**

- Federal Administrative Agencies Outlook

➤ **Mark Kadesh, Kadesh & Associates**

- Federal Water Policy and Congressional Outlook

➤ **Monica Miller, Sacramento Advocates, LLC**

- State Legislative Outlook



QUESTIONS





Valley Water

Clean Water • Healthy Environment • Flood Protection



Santa Clara Valley Water District

File No.: 20-0129

Agenda Date: 1/28/2020

Item No.: *2.7.

BOARD AGENDA MEMORANDUM

SUBJECT:

Follow-up discussion of the Preliminary Fiscal Year (FY) 2020-21 Groundwater Production Charge Analysis (Continued from January 14, 2020).

RECOMMENDATION:

Discuss and provide direction on the preliminary FY 2020-21 Groundwater Production Charge analysis prepared by staff.

SUMMARY:

This agenda memo is a follow-up to the January 14th, 2020 Work Study Session on the Preliminary Fiscal Year (FY) 2020-21 Groundwater Production Charges and the Fiscal Years 2021-25 Preliminary Capital Improvement Program (CIP). This item specifically focuses on the preliminary FY 2020-21 groundwater production charge analysis and includes additional scenarios for Board consideration. Staff is seeking Board input on the preliminary analysis to incorporate into the development of the groundwater production charge recommendation.

The groundwater production charge recommendation will be detailed in the Annual Report on the Protection and Augmentation of Water Supplies that is planned to be filed with the Clerk of the Board on February 28, 2020. The public hearing on groundwater production charges is scheduled to open on April 14, 2020. It is anticipated that the Board would set the FY 2020-21 groundwater production charges by May 12, 2020, that would become effective on July 1, 2020.

Groundwater Production Charge Projections Presented on January 14, 2020

Staff presented 4 preliminary groundwater charge scenarios on January 14, 2020 for Board review. For the North County Municipal and Industrial (M&I) groundwater production charge, the scenarios ranged from an increase of 8.1% to 8.7% for FY 2020-21, and from 4.7% to 5.3% for the South County M&I groundwater production charge depending on the scenario.

The overall impact of the preliminary analysis scenarios for FY 2020-21 to the average household would be an increase ranging from \$3.83 to \$4.12 per month in North County and from \$0.78 to \$0.88 per month in South County.

For reference purposes, the projects and assumptions included in the original 4 scenarios are listed

below:

Scenario 1) Baseline: Water Supply Master Plan (WSMP) 80% Level of Service (LOS)

This scenario includes the following projects and assumptions:

- Baseline Projects according to the WSMP including the Almaden Valley Pipeline Replacement, Land Rights - South County Recycled Water Pipeline, and Supervisory Control and Data Acquisition (SCADA)/Water Treatment Plant/ Distribution System Implementation Projects;
- Delta Conveyance (State side only);
- No Regrets Package projects;
- Potable Reuse Phase 1 to produce 24,000 AF (assume operations start in FY 28);
- Pacheco Reservoir Expansion (assumes \$485M Proposition 1 grant, \$250M of WIIN Act Funding, 20% Partnerships);
- Transfer-Bethany Pipeline; and
- South County Recharge (assume facilities built beyond FY 2029-30);
- \$200M warranty placeholder cost for dams and Water Treatment Plants.

Scenario 2) No WIIN Act Funding

Includes the same projects and assumptions as Scenario 1 except as follows:

- Assumes \$0 WIIN Act Funding instead of \$250M.

Scenario 3) Revised Purified Water Program

Includes the same projects and assumptions as Scenario 2 except as follows:

- Replaces Potable Reuse Phase 1 placeholder project with a \$614M Potable Reuse Project based on the recently signed agreement with Palo Alto and Mountain View to produce 13KAF by FY 30, and;
- Assumes that Valley Water builds, finances and operates the facilities (i.e. not delivered via a Public-Private Partnership or P3) and therefore the P3 reserve is eliminated.

Scenario 4) Add Delta Conveyance Central Valley Project (CVP) side investment

Includes the same projects and assumptions as Scenario 3 except as follows:

- Adds the Delta Conveyance CVP side costs.

It should be noted that Investment Scenario 3 replaces the Potable Reuse Phase 1 placeholder project, which would produce 24KAF by FY 28, with a \$614M Potable Reuse Project based on the recently signed agreement with Palo Alto/Mountain View to produce 10 to 13KAF by FY 30. This revised Potable Reuse Project under Scenario 3 would meet the 80% LOS goal (note that the Baseline scenario slightly exceeded the 80% LOS goal, due to future uncertainties discussed with the Board in 2019). The cost estimate for the revised Potable Reuse Project is based on an indirect potable reuse (IPR) project, but it could potentially be a direct potable reuse (DPR) project. State regulations for DPR are expected by the end of 2023, and draft regulations are expected to be released sometime in 2022. A DPR project may lower total cost due to avoiding long pipelines to recharge areas.

Board Member Comments on January 14, 2020

Staff captured the following Board member comments on January 14, 2020 in no particular order:

- Show a scenario that incorporates investment in Los Vaqueros Reservoir Expansion
- Assume success in achieving WIIN Act funds for Pacheco Reservoir Expansion or replacement funding via partnerships or other grant monies
- Support for \$200/AF Treated Water Surcharge
- Discuss Purified Water Program with Recycled Water Committee
- Support for revised Water Use projection of 230KAF
- Support for inclusion of the three new Master Plan efforts

Additional Scenarios

Scenario 5) Add back \$250M of WIIN Act Funding

Includes the same projects and assumptions as Scenario 4 except as follows:

- Adds back \$250M of WIIN Act funding

Scenario 6) Add Los Vaqueros Reservoir Expansion.

Includes the same projects and assumptions as Scenario 5 except as follows:

- Includes investment in Los Vaqueros Reservoir Expansion

Scenario 7) No Investment in Los Vaqueros Reservoir Expansion, Add \$200M Placeholder for Purified Water

Includes the same projects and assumptions as Scenario 6 except as follows:

- Removes investment in Los Vaqueros Reservoir Expansion
- Adds \$200M placeholder investment in Purified Water Program to produce incremental new water supply in North County

Scenario 8) \$650M Placeholder for Purified Water

Includes the same projects and assumptions as Scenario 7 except as follows:

- Replace \$200M placeholder with \$600M placeholder for North County and \$50M placeholder for South County for Purified Water Program investments to produce incremental new water supply

For North County M&I groundwater production, scenarios 1, 5, 6, 7 and 8 range from an increase of 8.0% to 9.6% for FY 2020-21, and from 4.7% to 5.6% for South County M&I groundwater production depending on the scenario.

The overall impact of Scenarios 1, 5, 6, 7, and 8 for FY 2020-21 to the average household would be an increase ranging from \$3.79 to \$4.54 per month in North County and from \$0.78 to \$0.93 per month in South County.

Transition to modified Groundwater Benefit Zones

On October 8, 2019, the Board directed staff to pursue modifying the existing groundwater benefit zones W-2 and W-5, and to create two new zones W-7 (Coyote Valley) and W-8 (below Uvas and Chesbro Reservoirs), effective July 1, 2020. New metes and bounds (the legal description that defines the boundaries of the zones) will be developed for Board consideration in accordance with Santa Clara Valley Water District Act requirements. Accordingly, staff has engaged Raftelis Financial Consultants to assist with analyzing cost allocations between the modified zones that would support corresponding modified groundwater charges for each zone for FY 2020-21.

Staff has prepared an analysis that translates the preliminary FY 21 M&I groundwater charge for Scenario 1 (which includes the reduced water usage projection) for the existing groundwater benefit zones, to the new or modified groundwater benefit zones. For the North County, the preliminary FY 21 M&I groundwater charge for the existing zone W-2 is \$1,484.61/AF, versus \$1,485.29/AF for modified Zone W-2, resulting in a minor \$0.69/AF difference. For the South County, the preliminary FY 21 M&I groundwater charge for the existing zone W-5 is \$504.00/AF versus \$457.00/AF for modified Zone W-5 (a decrease of \$47.00/AF); \$524.00/AF for new Zone W-7 (an increase of \$20.00/AF); and \$337.00/AF for new Zone W-8 (a decrease of \$167.00/AF).

The M&I groundwater charge decrease in modified Zone W-5 and increase in new Zone W-7 relative to existing Zone W-5 is primarily driven by the fact that 56% of the water managed by Valley Water associated with the Anderson/Coyote reservoir system, CVP imported water, and the future expanded Pacheco Reservoir, would be used to recharge the groundwater basin underlying new Zone W-7, while only 44% of that water would be used to recharge the modified Zone W-5. It follows that costs allocated to the zones would reflect the distribution of water to recharge those zones. However, Zone W-7 only accounts for 22% of the groundwater pumping in South County, while modified Zone W-5 accounts for 76%. Since the percentage of cost being allocated to each zone differs from the percentage of water usage attributed to each zone, it stands to reason that the groundwater charge per acre-foot required for cost recovery would diverge between Zone W-7 and modified Zone W-5 relative to the existing Zone W-5.

Zone W-8 on the other hand does not benefit from the Anderson/Coyote reservoir system, CVP imported water, or the future expanded Pacheco Reservoir. Nor does it benefit from the recycled water facilities operated by Valley Water in partnership with the South County Regional Wastewater Authority located in Gilroy. Therefore, it stands to reason that the modified Zone W-8 would experience a significant decrease in the preliminary groundwater charge relative to the existing Zone W-5.

Board Feedback and Input requested

Staff is seeking Board feedback and direction on the information presented in this memo to be incorporated into the Report on the Protection and Augmentation of Water Supplies (PAWS) scheduled to be filed with the Clerk of the Board on February 28, 2020.

FINANCIAL IMPACT:

This preliminary analysis of the groundwater production charges does not have any direct financial impact, however, the adopted groundwater production charges will affect the future finances of the Water Utility Enterprise.

CEQA:

Per CEQA Guidelines Section 15273: CEQA does not apply to establishment or modification of water rates.

ATTACHMENTS:

Attachment 1: PowerPoint

UNCLASSIFIED MANAGER:

Nina Hawk, 408-630-2736

Darin Taylor, 408-630-3068

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Preliminary FY 21 Groundwater Production Charge Analysis Continued...

January 28, 2020

Board Member Comments on Jan 14, 2020

- Show scenario that incorporates investment in Los Vaqueros
- Assume success in achieving WIIN funds for Pacheco Reservoir Expansion or..
 - Replacement funding via partnerships or other grant monies
- Support for \$200/AF Treated Water Surcharge
- Discuss Purified Water Program with Recycled Water Committee

Comments from Recycled Water Committee on Jan 21, 2020

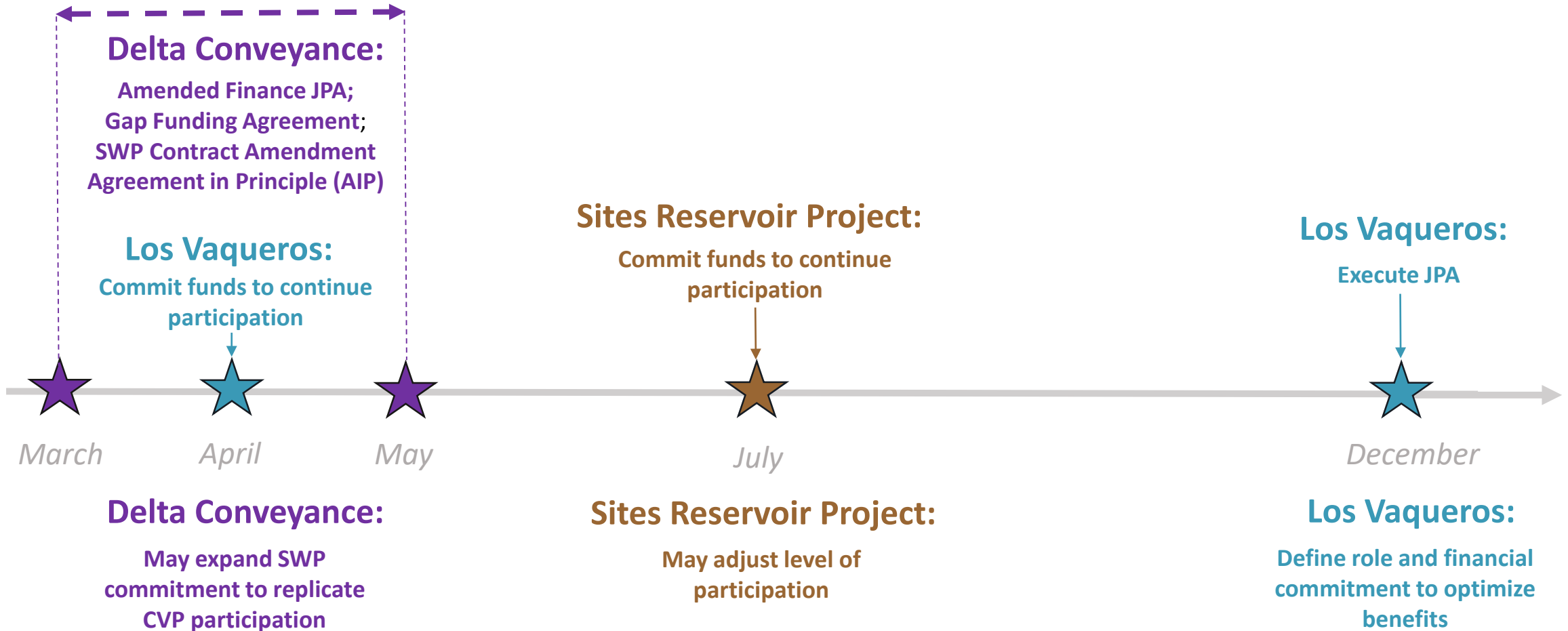
- Suggested Scenarios
 - Full suite of potential Purified Water Program Investments (PA/MV, Sunnyvale, City of San Jose, South County)
 - Reduced Program (PA/MV only)
 - Reduced Program plus \$200M placeholder for potential additional investments
- Support for Direct Potable Reuse (DPR)
- Little support for building WTP & delaying conveyance system to beyond FY 30
- Little support for assuming State Resiliency Program Grant funding

Board: Near-Term Water Supply Project Decisions

5

OPPORTUNITIES

↑ MILESTONES



valleywater.org

Investment Scenarios

1) Baseline: WSMP 80% Level Of Service

- ▶ Baseline Projects*
 - ▶ Almaden Valley Pipeline Replacement
 - ▶ Land Rights – South County RW Pipeline
 - ▶ SCADA, WTP, Distr. Sys. Implementation
- ▶ Delta Conveyance (State side)
 - ▶ Paid for by water charges, not SWP Tax
- ▶ ~~Delta Conveyance (CVP side)~~
- ▶ No Regrets Package
- ▶ Potable Reuse Phase 1 to produce 24KAF by FY 28
 - ▶ Based on \$690M capital project, District contributes 30% “pay as you go”
 - ▶ P3 reserve at \$10M in FY 21 growing to \$20M by FY 28
- ▶ Pacheco Reservoir
 - ▶ \$250M WIIN funding + WIFIA loan
 - ▶ Partner Agencies pay 20% of project
- ▶ Transfer-Bethany Pipeline
- ▶ South County Recharge
 - ▶ Timing = beyond FY 30
- ▶ \$200M warranty placeholder for dams & WTP's

3) Baseline, No WIIN + Revised Purified Wtr

- ▶ Baseline Projects*
 - ▶ Almaden Valley Pipeline Replacement
 - ▶ Land Rights – South County RW Pipeline
 - ▶ SCADA, WTP, Distr. Sys. Implementation
- ▶ Delta Conveyance (State side)
 - ▶ Paid for by water charges, not SWP Tax
- ▶ ~~Delta Conveyance (CVP side)~~
- ▶ No Regrets Package
- ▶ Potable Reuse Palo Alto Agreement to produce 13KAF by FY 30
 - ▶ Based on \$614M IPR capital project, District builds, finances and operates (Not a P3)
 - ▶ ~~P3 reserve at \$10M in FY 21 growing to \$20M by FY 28~~
- ▶ Pacheco Reservoir
 - ▶ ~~\$250M WIIN funding + WIFIA loan~~
 - ▶ Partner Agencies pay 20% of project
- ▶ Transfer-Bethany Pipeline
- ▶ South County Recharge
 - ▶ Timing = beyond FY 30
- ▶ \$200M warranty placeholder for dams & WTP's

4) Baseline, No WIIN + Revised PW + CVP

- ▶ Baseline Projects*
 - ▶ Almaden Valley Pipeline Replacement
 - ▶ Land Rights – South County RW Pipeline
 - ▶ SCADA, WTP, Distr. Sys. Implementation
- ▶ Delta Conveyance (State side)
 - ▶ Paid for by water charges, not SWP Tax
- ▶ Delta Conveyance (CVP side)
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- ▶ Pacheco Reservoir
 - ▶ ~~\$250M WIIN funding + WIFIA loan~~
 - ▶ Partner Agencies pay 20% of project
- ▶ Transfer-Bethany Pipeline
- ▶ South County Recharge
 - ▶ Timing = beyond FY 30
- ▶ \$200M warranty placeholder for dams & WTP's

5) Baseline + Revised PW + CVP side

- ▶ Baseline Projects*
 - ▶ Almaden Valley Pipeline Replacement
 - ▶ Land Rights – South County RW Pipeline
 - ▶ SCADA, WTP, Distr. Sys. Implementation
- ▶ Delta Conveyance (State side)
 - ▶ Paid for by water charges, not SWP Tax
- ▶ Delta Conveyance (CVP side)
- ▶ No Regrets Package
- ▶ Potable Reuse Palo Alto Alt 1 to produce 13KAF by FY 30
 - ▶ Based on \$614M IPR capital project, District builds, finances and operates (Not a P3)
 - ▶ ~~P3 reserve at \$10M in FY 21 growing to \$20M by FY 28~~
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 - ▶ \$250M WIIN funding + WIFIA loan
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- ▶ Transfer-Bethany Pipeline
- ▶ South County Recharge
 - ▶ Timing = beyond FY 30
- ▶ \$200M warranty placeholder for dams & WTP's

Exceeds 80% LOS goal

Exceeds 80% LOS goal

* Includes but not limited to dam seismic retrofits, Rinconada WTP reliability improvement, 10-year pipeline rehabilitation program

Investment Scenarios

6) Baseline + Revised PW + CVP + LVE

- ▶ **Baseline Projects***
 - ▶ Almaden Valley Pipeline Replacement
 - ▶ Land Rights – South County RW Pipeline
 - ▶ SCADA, WTP, Distr. Sys. Implementation
- ▶ **Delta Conveyance (State side)**
 - ▶ Paid for by water charges, not SWP Tax
- ▶ **Delta Conveyance (CVP side)**
- ▶ **No Regrets Package**
- ▶ **Potable Reuse Palo Alto Alt 1 to produce 13KAF by FY 30**
 - ▶ Based on \$614M IPR capital project, District builds, finances and operates (Not a P3)
 - ▶ P3 reserve at \$10M in FY 21 growing to \$20M by FY 28
- ▶ **Pacheco Reservoir**
 - ▶ \$250M WIIN funding + WIFIA loan
 - ▶ Partner Agencies pay 20% of project
- ▶ **Transfer-Bethany Pipeline + LVE**
- ▶ **South County Recharge**
 - ▶ Timing = beyond FY 30
- ▶ **\$200M warranty placeholder for dams & WTP's**

7) Baseline, Revised PW + CVP + \$200M

- ▶ **Baseline Projects***
 - ▶ Almaden Valley Pipeline Replacement
 - ▶ Land Rights – South County RW Pipeline
 - ▶ SCADA, WTP, Distr. Sys. Implementation
- ▶ **Delta Conveyance (State side)**
 - ▶ Paid for by water charges, not SWP Tax
- ▶ **Delta Conveyance (CVP side)**
- ▶ **No Regrets Package**
- ▶ **Potable Reuse Palo Alto Agreement to produce 13KAF by FY 30**
 - ▶ Based on \$614M IPR capital project, District builds, finances and operates (Not a P3)
 - ▶ P3 reserve at \$10M in FY 21 growing to \$20M by FY 28
- ▶ **\$200M IPR Placeholder for North County for new water supply by FY 30**
- ▶ **Pacheco Reservoir**
 - ▶ \$250M WIIN funding + WIFIA loan
 - ▶ Partner Agencies pay 20% of project
- ▶ **Transfer-Bethany Pipeline +LVE**
- ▶ **South County Recharge**
 - ▶ Timing = beyond FY 30
- ▶ **\$200M warranty placeholder for dams & WTP's**

8) Baseline, Revised PW + CVP + \$650M

- ▶ **Baseline Projects***
 - ▶ Almaden Valley Pipeline Replacement
 - ▶ Land Rights – South County RW Pipeline
 - ▶ SCADA, WTP, Distr. Sys. Implementation
- ▶ **Delta Conveyance (State side)**
 - ▶ Paid for by water charges, not SWP Tax
- ▶ **Delta Conveyance (CVP side)**
- ▶ **No Regrets Package**
- ▶ **Potable Reuse Palo Alto Agreement to produce 13KAF by FY 30**
 - ▶ Based on \$614M IPR capital project, District builds, finances and operates (Not a P3) P3 reserve at \$10M in FY 21 growing to \$20M by FY 28
- ▶ **\$600M IPR Placeholder for North & \$50M for South County for new water supply by FY 30**
- ▶ **Pacheco Reservoir**
 - ▶ \$250M WIIN funding + WIFIA loan
 - ▶ Partner Agencies pay 20% of project
- ▶ **Transfer-Bethany Pipeline +LVE**
- ▶ **South County Recharge**
 - ▶ Timing = beyond FY 30
- ▶ **\$200M warranty placeholder for dams & WTP's**



Exceeds 80% LOS goal

Exceeds 80% LOS goal

* Includes but not limited to dam seismic retrofits, Rinconada WTP reliability improvement, 10-year pipeline rehabilitation program

Preliminary Groundwater Charge Increase Scenarios

No. County M&I Groundwater Charge Y-Y Growth %

	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
May 2019	6.6%	6.6%	6.6%	6.6%	6.6%	6.6%	6.6%	6.6%	6.6%	
Baseline	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%	6.5%
1) Baseline - Wtr Use at 230KAF	8.1%	8.1%	8.1%	8.1%	8.1%	8.1%	8.1%	8.1%	8.1%	8.1%
3) Baseline - Wtr Use at 230KAF, No WIIN, Rvsd PW, \$200 TW Srchrg	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%	8.4%
4) Baseline - Wtr Use at 230KAF, No WIIN, Rvsd PW, \$200 TW, + CVP	8.6%	8.6%	8.6%	8.6%	8.6%	8.6%	8.6%	8.6%	8.6%	8.6%
5) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%	8.0%
6) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + LVE	8.1%	8.1%	8.1%	8.1%	8.1%	8.1%	8.1%	8.1%	8.1%	8.1%
7) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + \$200M	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%	8.5%
8) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + \$650M	9.6%	9.6%	9.6%	9.6%	9.6%	9.6%	9.6%	9.6%	9.6%	9.6%

So. County M&I Groundwater Charge Y-Y Growth %

	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
May 2019	6.9%	6.9%	6.9%	6.9%	6.9%	6.9%	6.9%	6.9%	6.9%	
Baseline	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%
1) Baseline - Wtr Use at 230KAF	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%	4.7%
3) Baseline - Wtr Use at 230KAF, No WIIN, Rvsd PW, \$200 TW Srchrg	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%	5.1%
4) Baseline - Wtr Use at 230KAF, No WIIN, Rvsd PW, \$200 TW, + CVP	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%	5.3%
5) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
6) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + LVE	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
7) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + \$200M	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%	5.0%
8) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + \$650M	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%	5.6%



Preliminary Monthly Impact to Average Household Scenarios

No. County M&I Groundwater Charge Impact to Avg. Household

	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
May 2019	\$3.13	\$3.33	\$3.55	\$3.78	\$4.03	\$4.30	\$4.58	\$4.89	\$5.21	
Baseline	\$3.08	\$3.28	\$3.49	\$3.72	\$3.96	\$4.21	\$4.49	\$4.78	\$5.09	\$5.42
1) Baseline - Wtr Use at 230KAF	\$3.83	\$4.14	\$4.48	\$4.84	\$5.23	\$5.66	\$6.12	\$6.61	\$7.15	\$7.73
3) Baseline - Wtr Use at 230KAF, No WIIN, Rvsd PW, \$200 TW Srchrg	\$3.97	\$4.31	\$4.67	\$5.06	\$5.49	\$5.95	\$6.45	\$6.99	\$7.58	\$8.21
4) Baseline - Wtr Use at 230KAF, No WIIN, Rvsd PW, \$200 TW, + CVP	\$4.07	\$4.42	\$4.80	\$5.21	\$5.66	\$6.15	\$6.68	\$7.25	\$7.87	\$8.55
5) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP	\$3.79	\$4.09	\$4.42	\$4.77	\$5.15	\$5.56	\$6.01	\$6.49	\$7.01	\$7.57
6) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + LVE	\$3.83	\$4.14	\$4.48	\$4.84	\$5.23	\$5.66	\$6.12	\$6.61	\$7.15	\$7.73
7) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + \$200M	\$4.02	\$4.36	\$4.74	\$5.14	\$5.57	\$6.05	\$6.56	\$7.12	\$7.73	\$8.38
8) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + \$650M	\$4.54	\$4.98	\$5.46	\$5.98	\$6.55	\$7.18	\$7.87	\$8.63	\$9.46	\$10.37

So. County M&I Groundwater Charge impact to Avg. Household

	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
May 2019	\$1.14	\$1.22	\$1.31	\$1.40	\$1.49	\$1.60	\$1.71	\$1.82	\$1.95	
Baseline	\$0.78	\$0.82	\$0.85	\$0.89	\$0.94	\$0.98	\$1.03	\$1.07	\$1.12	\$1.18
1) Baseline - Wtr Use at 230KAF	\$0.78	\$0.82	\$0.85	\$0.89	\$0.94	\$0.98	\$1.03	\$1.07	\$1.12	\$1.18
3) Baseline - Wtr Use at 230KAF, No WIIN, Rvsd PW, \$200 TW Srchrg	\$0.84	\$0.89	\$0.93	\$0.98	\$1.03	\$1.08	\$1.14	\$1.20	\$1.26	\$1.32
4) Baseline - Wtr Use at 230KAF, No WIIN, Rvsd PW, \$200 TW, + CVP	\$0.88	\$0.92	\$0.97	\$1.03	\$1.08	\$1.14	\$1.20	\$1.26	\$1.33	\$1.40
5) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP	\$0.83	\$0.87	\$0.91	\$0.96	\$1.01	\$1.06	\$1.11	\$1.17	\$1.22	\$1.28
6) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + LVE	\$0.83	\$0.87	\$0.91	\$0.96	\$1.01	\$1.06	\$1.11	\$1.17	\$1.22	\$1.28
7) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + \$200M	\$0.83	\$0.87	\$0.91	\$0.96	\$1.01	\$1.06	\$1.11	\$1.17	\$1.22	\$1.28
8) Baseline - Wtr Use at 230KAF, Rvsd PW, \$200 TW, + CVP + \$650M	\$0.93	\$0.98	\$1.03	\$1.09	\$1.15	\$1.22	\$1.29	\$1.36	\$1.43	\$1.51



How does the preliminary analysis translate to New and Modified Zones?

	Existing W-2	
	FY 20	FY 21*
M&I Groundwater	\$1,374.00/AF	\$1,484.61/AF
Ag Groundwater	\$28.86/AF	\$30.22/AF
* FY 21 assumes Baseline Scenario with 230KAF water usage		

Modified W-2
FY 21*
\$1,485.29/AF
\$30.22/AF

5.0% decrease in FY21, then 4.7% projected average annual increases

8.9% increase in FY 21, then 8.9% projected average annual increases

30.0% decrease in FY 21, then 4.7% projected average annual increases

	Existing W-5	
	FY 20	FY 21*
M&I Groundwater	\$481.00/AF	\$504.00/AF
Ag Groundwater	\$28.86/AF	\$30.22/AF
* FY 21 assumes Baseline Scenario with 230KAF water usage		

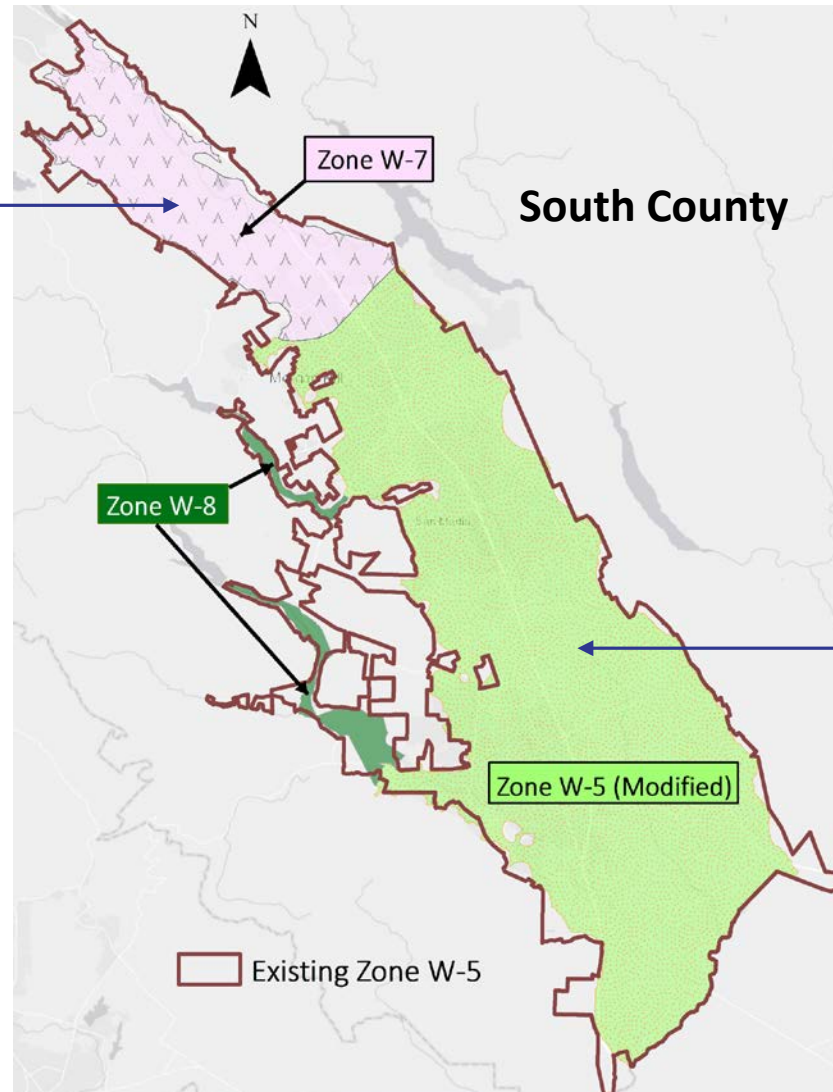
Modified W-5	New W-7	New W-8
FY 21*	FY 21*	FY 21*
\$457.00/AF	\$524.00/AF	\$337.00/AF
\$30.22/AF	\$30.22/AF	\$30.22/AF

- Ag groundwater charge remains consistent between Existing and Modified zones to align with Board direction to maintain Open Space Credit policy as is through FY 21

What is driving cost allocations between New and Modified Zones?

Zone W-7

- 22% of water use
- 56% of CVP, Anderson & Pacheco water distributed for groundwater recharge



Zone W-5

- 76% of water use
- 44% of CVP, Anderson & Pacheco water distributed for groundwater recharge

2020 Schedule

Jan 14	Board Meeting: Preliminary Groundwater Charge Analysis
Jan 15	Water Retailers Meeting: Preliminary Groundwater Charge Analysis
Jan 22	Water Commission Meeting: Prelim Groundwater Charge Analysis
Jan 28	Board Meeting: Preliminary Groundwater Charge Analysis Continued
Feb 11	Board Meeting: Budget development update & Set time & place of Public Hearing
Feb 28	Mail notice of public hearing and file PAWS report
Mar 18	Water Retailers Meeting: FY 19 Groundwater Charge Recommendation
Mar 24	Board Meeting: Budget development update
Mar 31	Landscape Committee Meeting
Apr 6	Ag Water Advisory Committee
Apr 8	Water Commission Meeting
Apr 14	Open Public Hearing
Apr TBD	Continue Public Hearing in South County
Apr 28	Conclude Public Hearing
Apr 29-30	Board Meeting: Budget work study session
May 12	Adopt budget & groundwater production and other water charges

- Scenario 1 with reduced water usage plus additional scenarios range from 8.1% to 9.6% annual increases in North County M&I groundwater charge, & 4.7% to 5.6% in South County
- Potential FY 21 increase ranges from \$3.83 to \$4.54 per month for the average household in North County, and \$0.78 to \$0.93 per month in South County
- Board direction to be incorporated into Report on Protection and Augmentation of Water Supplies (PAWS) scheduled for February 28, 2020

Investment Scenarios

As of Jan 14, 2020

1) Baseline: WSMP 80% Level Of Service

- ▶ Baseline Projects*
 - ▶ Almaden Valley Pipeline Replacement
 - ▶ Land Rights – South County RW Pipeline
 - ▶ SCADA, WTP, Distr. Sys. Implementation
- ▶ Delta Conveyance (State side)
 - ▶ Paid for by water charges, not SWP Tax
- ▶ ~~Delta Conveyance (CVP side)~~
- ▶ No Regrets Package
- ▶ Potable Reuse Phase 1 to produce 24KAF by FY 28
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 - ▶ \$250M WIIN funding + WIFIA loan
 - ▶ Partner Agencies pay 20% of project
- ▶ Transfer-Bethany Pipeline
- ▶ South County Recharge
 - ▶ Timing = beyond FY 30
- ▶ \$200M warranty placeholder for dams & WTP's

2) Baseline + No WIIN Funding

- ▶ Baseline Projects*
 - ▶ Almaden Valley Pipeline Replacement
 - ▶ Land Rights – South County RW Pipeline
 - ▶ SCADA, WTP, Distr. Sys. Implementation
- ▶ Delta Conveyance (State side)
 - ▶ Paid for by water charges, not SWP Tax
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3) Baseline, No WIIN + Revised Purified Wtr

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4) Baseline, No WIIN + Revised PW + CVP side

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Exceeds 80% LOS goal

* Includes but not limited to dam seismic retrofits, Rinconada WTP reliability improvement, 10-year pipeline rehabilitation program

Delta Conveyance Project

Status:

- Technical analysis is proceeding to refine project design
- Bureau of Reclamation has not indicated degree to which it will support Central Valley Project (CVP) participation
- Staff anticipates re-initiation of negotiations to amend State Water Project (SWP) contract to include Delta Conveyance project in late January 2020

Cost Estimate:

\$M	FY 21	FY 22	FY 23	FY 24	FY 25	FY 26	FY 27	FY 28	FY 29	FY 30
Gap Funding	7.8	7.8	3.9							
SWP 2.4% (State Side)				1.1	2.4	3.3	4.5	6.4	8.4	10.3
SWP 3.2% (CVP side)				1.4	3.1	4.2	5.8	8.2	10.7	13.2
Total	7.8	7.8	3.9	2.5	5.5	7.5	10.3	14.7	19.1	23.6

Included in
"Baseline" scenario

- No new project costs have been provided, cost estimates based on prior year information adjusted for timing
- Gap Funding based on 5.6% of \$350M spread over 2.5 years



Santa Clara Valley Water District

File No.: 20-0117

Agenda Date: 1/28/2020

Item No.: 3.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Adopt the Resolution Amending Resolution No. 19-05 to Amend the Easement Deed from Silicon Valley Club, LLC, for APN 015-45-013 and 015-45-24, File No. 3015-684 (San Jose) (District 3) (Continued from January 14, 2020).

RECOMMENDATION:

- A. Adopt the Resolution AMENDMENT TO RESOLUTION NO. 19-05 TO AMEND EXHIBIT A, THE EASEMENT DEED FROM Silicon Valley Club, LLC (APN 015-45-013 and 015-45-24, File No. 3015-684); and
- B. Authorize the Chief Executive Officer (CEO) to accept the amended Easement Deed from Silicon Valley Club, LLC.

SUMMARY:

On January 22, 2019, the Board adopted Resolution 19-05, Authorizing the Exchange of Real Property Interests with Silicon Valley Club, LLC at Assessor Parcel Nos. 015-45-013 and 015-45-024, Real Estate File Nos. 3015-503.1, 3015-55.4 and 3015-684, and authorized the CEO to execute a Real Property Exchange Agreement and Quitclaim Deed, and accept an Easement Deed from Silicon Valley Club, LLC, District Real Estate File No. 3015-684 (Attachment 1).

Prior to recording the Easement Deed Approved by the Board on January 22, 2019, Silicon Valley Club, LLC (Developer) requested language be added that was included in the District's existing recorded easement deed (Document No. 16666911 recorded on December 6, 2002). The language added is as follows:

"Damage to the easement area or other part of the Property resulting from Grantee's use of the easement area shall be repaired at Grantee's sole expense.

Grantee or its agent shall save and hold harmless the Grantor from and on account of liability or damage to persons or property occasioned by Grantee's use of the easement area. Without limitation, the provisions of this paragraph shall benefit and bind the successors and assigns of Grantor and Grantee."

The proposed Resolution (Attachment 2) provides authorization to revise the previously Board-

Approved Easement Deed and accepts Developer's requested revisions. The additional language in the amended Easement Deed does not change Santa Clara Valley Water District's obligations and/or risk associated with the use of the easement as compared to the existing condition. The location map (Attachment 3) delineates the easement area.

As reported at the January 22, 2019 Board meeting, the Silicon Valley Club, LLC is managed by SVC America Center Hotel, LLC. Mr. Devang Shah, Ms. Kristina Jhaveri, and Mr. Ashok Killer are listed as managers or members of SVC America Center Hotel, LLC. The California Secretary of State Statement of Information forms for Silicon Valley Club, LLC and SCV America Center Hotel, LLC, are attached (Attachment 4).

FINANCIAL IMPACT:

This request does not have any impacts on the financial impacts of the original exchange agreement and time spent processing this Developer requested change will be invoiced to the Developer.

CEQA:

This project qualifies for a Categorical Exemption under Environmental Quality Act (CEQA) Guidelines Section 15301 (b) Existing Facilities, Class 1.

ATTACHMENTS:

Attachment 1: Conformed Copy, SCVWD 012219 No. 6.1, (w/o Attachments)
Attachment 2: Resolution
Attachment 3: Location Map
Attachment 4: Secretary of State Statement of Information (LLC)

UNCLASSIFIED MANAGER:

Ngoc Nguyen, 408-630-2632

CONFORMED COPY

File No.: 19-0052

Agenda Date: 1/22/2019

Item No.: 6.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Resolution Authorizing the Exchange of Real Property Interests with Silicon Valley Club, LLC at Assessor Parcel Nos. 015-45-013 and 015-45-024, Real Estate File Nos. 3015-503.1, 3015-55.4 and 3015-684 (San Jose) (District 3) (Continued from January 8, 2019).

RECOMMENDATION:

- A. Adopt the resolution AUTHORIZING EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC ADJACENT TO GUADALUPE RIVER, ASSESSOR PARCEL NOS. 015-45-013 and 015-45-024, REAL ESTATE FILE NOS. 3015-503.1, 3015-55.4 and 3015-684;
- B. Authorize the Chief Executive Officer (CEO) to execute the Santa Clara Water District Real Property Exchange Agreement for District Real Estate File Nos. 3015-503.1, 3015-55.4 and 3015-684;
- C. Authorize the CEO to accept the Easement Deed from Silicon Valley Club, LLC, District Real Estate File No. 3015-684; and
- D. Authorize the CEO to execute the Quitclaim Deed to Silicon Valley Club, LLC, District Real Estate File Nos. 3015-503.1 and 3015-55.4.

SUMMARY:

Silicon Valley Club, LLC, a Delaware limited liability company (Developer), owns fee title to property in the neighborhood of Alviso, City of San Jose, Assessor Parcel Numbers 015-45-013 and 015-45-024 (Subject Property) that they are in the process of developing with a hotel. The Santa Clara Valley Water District (District) currently possesses easement rights on, over, under and upon portions of the Subject Property for ingress-egress and for construction, operation, and maintenance of environmental improvements (Attachment 1).

As part of development of the site, the Developer has requested to re-align the existing District easements along the northerly portion of the Subject Property adjacent to the Guadalupe River. The new easement (Attachment 5) would be more uniform in width, would add a contiguous area that is currently excluded from the existing easement, and would better align with the intended use of the site. In exchange for realigned easement, the District would quitclaim (Attachment 4) the existing easement along the Guadalupe River and a small ingress/egress easement that does not provide benefit to the District. The Developer is willing to convey

66,872 square feet (SF) to the District and in exchange the District is willing to convey 66,864 SF of the existing easements to the Developer.

Section 31 of the District Act states, in part, "The board may by a majority vote exchange real property of equal value with any person, firm, or corporation for the purpose of removing defects in the title to real property owned by the district or where the real property to be exchanged is not required for district use and the property to be acquired is required for district use." This proposed exchange of real property meets this criterion because portions of the existing District easement along the Guadalupe River and a small ingress/egress easement which do not provide benefit to the District will be exchanged for the new easement offered by the Developer that adds a contiguous area resulting in a more uniform and useful easement width.

During our Board meeting on January 8, 2019 the Directors requested additional information about the owners and partners of the Silicon Valley Club, LLC. Staff reached out to the Developer and obtained the Silicon Valley Club, LLC California Secretary of State Statement of Information form which is included in Attachment 6. Based on this form, the Silicon Valley Club, LLC is comprised of the SVC America Center Hotel, LLC, and Mr. Devang Shah, and Attachment 6 also includes the SCV America Center Hotel, LLC California Secretary of State Statement of Information form.

FINANCIAL IMPACT:

This real property transaction is an exchange of land of approximately the same size (new District easement will be slightly larger than the existing easement) and in approximately the same location; and therefore, assumed to be of the equal value. District staff time spent to prepare and process this exchange will be invoiced to the Developer.

CEQA:

This project qualifies for a Categorical Exemption under Environmental Quality Act (CEQA) Guidelines Section 15301 (b) Existing Facilities, Class 1.

ATTACHMENTS:

Attachment 1: Location Map
Attachment 2: Resolution
Attachment 3: Exchange Agreement
Attachment 4: Quitclaim Deed
Attachment 5: Easement Deed
Attachment 6: Secretary of State Statement of Information (LLC)

UNCLASSIFIED MANAGER:

Melanie Richardson, 408-630-2035

Watershed: Guadalupe
Project: Residence Inn and
Fairfield Inn & Suites
San Jose North/Silicon
Valley

Real Estate File No.: 3015-503.1, 3015-55.4,
3015-684

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

RESOLUTION NO. 20-

**AMENDMENT TO RESOLUTION NO. 19-05 TO AMEND THE EASEMENT DEED FROM
SILICON VALLEY CLUB, LLC**

WHEREAS, on January 22, 2019, the Board of Directors (Board) adopted Resolution No. 19-05 to authorize the exchange of real property rights with Silicon Valley Club, LLC (Developer), including acceptance of an Easement Deed from Developer;

WHEREAS, subsequent to adopting Resolution No. 19-05, but prior to the District recording the Easement Deed, the Developer requested that language, describing the obligations and rights of both parties from the existing District easements that were inadvertently omitted from the Easement Deed, be added to the Easement Deed;

WHEREAS, the language to be added from the existing District easements is as follows:

“Damage to the easement area or other part of the Property resulting from Grantee’s use of the easement area shall be repaired at Grantee’s sole expense.

Grantee or its agent shall save and hold harmless the Grantor from and on account of liability or damage to persons or property occasioned by Grantee’s use of the easement area. Without limitation, the provisions of this paragraph shall benefit and bind the successors and assigns of Grantor and Grantee.”

WHEREAS, the Board is amenable to the proposed amendment to Exhibit A, the Easement Deed of Resolution No. 19-05.

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

1. Exhibit A to Resolution No. 19-05 is revised to include the language set forth above, and the amended Resolution No. 19-05 is attached hereto in its entirety as Exhibit 1 and incorporated herein. All other terms and conditions of the original Resolution No. 19-05 not amended as stated herein, remain in full force and effect.
2. The Chair of the Board is authorized to sign this resolution.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on January 28, 2020:

AYES: Directors

NOES: Directors

ABSENT: Directors

ABSTAIN: Directors

SANTA CLARA VALLEY WATER DISTRICT

NAI HSUEH
Chair/Board of Directors

ATTEST: MICHELE L. KING, CMC

Clerk/Board of Directors

Exhibit 1

Watershed: Guadalupe
Project: Residence Inn and
Fairfield Inn & Suites
San Jose North/Silicon
Valley

Real Estate File No.: 3015-503.1, 3015-55.4,
3015-684

BOARD OF DIRECTORS SANTA CLARA VALLEY WATER DISTRICT

RESOLUTION NO. 19- 05

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

WHEREAS, Section 31 of the District Act authorizes the Board by majority vote to exchange real property of equal value with any person, firm, or corporation where the real property to be exchanged is not required for District use and the property to be acquired is required for District use;

WHEREAS, Silicon Valley Club, LLC, a Delaware limited liability company (the "Developer"), owns fee title to that certain real property located in the neighborhood of Alviso, City of San Jose, State of California designated with Assessor Parcel Numbers 015-45-013 and 015-45-024 (hereafter, "Subject Property");

WHEREAS, the Santa Clara Valley Water District ("District") currently possesses easement rights on, over, under and upon portions of the Subject Property for ingress-egress and for the construction, operation, and maintenance of environmental improvements;

WHEREAS, the Developer has offered to re-align the existing District easements along the northerly portion of the Subject Property adjacent to the Guadalupe River, described and depicted in the Easement Deed attached hereto and incorporated herein as Exhibit A, to create an easement more uniform in width, adding a contiguous area that is currently excluded from the easement, and to better align with the intended uses of the site;

WEREAS, in exchange for the proposed easement, the District would quitclaim the existing easement along the Guadalupe River and a small ingress/egress easement that does not provide benefit to the District, described and depicted in the Quitclaim Deed attached hereto and incorporated herein as Exhibit B, to the Developer;

WHEREAS, the Developer is willing to convey 66,872 square feet (SF) to the District and in exchange the District is willing to convey 66,864 SF of the existing easements to the Developer;

WHEREAS, the 66,872 SF of the proposed easement will provide the District with an easement more uniform in width and adds a contiguous area that is currently excluded from the existing easement.

WHEREAS, the 66,864 SF of existing easement is no longer necessary for District use and purposes.

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

1. The interest in real property to be acquired from the Developer is described in the Easement Deed, attached hereto as Exhibit A and incorporated and herein, and is

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19- 05

required to realign the existing easement to allow better use by the District in the future for environmental improvements.

2. The interest in real property to be conveyed from the District to the Developer is described in the Quitclaim Deed, attached hereto as Exhibit B and incorporated herein, and is no longer required for District operation and maintenance purposes due to new realigned easement.
3. The easement rights to be exchanged are of approximately the same size and value, with the property being conveyed to the District of slightly larger size.
4. The proposed exchange of real property is approved and consistent with the requirement of the District Act.
5. The Chair of the Board is authorized to sign this resolution.
6. The Chief Executive Officer (CEO) is hereby authorized to execute the SANTA CLARA WATER DISTRICT REAL PROPERTY EXCHANGE AGREEMENT attached hereto as Exhibit C between the Developer and the District.
7. The CEO is hereby authorized to accept the real property described in the Easement Deed attached as Exhibit A from the Developer.
8. The CEO is hereby authorized to execute and deliver the Quitclaim Deed attached as Exhibit B to the Developer.

PASSED AND ADOPTED by the Board of Directors of the Santa Clara Valley Water District by the following vote on ~~January 8, 2019~~ January 22, 2019:

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

NOES: Directors None

ABSENT: Directors None

ABSTAIN: Directors None

SANTA CLARA VALLEY WATER DISTRICT


LINDA J. LEZOTTE
Chair, Board of Directors

ATTEST: MICHELE L. KING, CMC


Clerk, Board of Directors

Exhibit A

RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 015-45-013

DOCUMENT NO.: 3015-684

EASEMENT DEED

Silicon Valley Club, LLC, a Delaware limited liability company (which acquired title as Silicon Valley Club, LLC, a California limited liability company) hereinafter "Grantor," do(es) hereby grant, convey and dedicate to the SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (District), a non-exclusive easement for ingress and egress and to install, construct, operate and maintain environmental improvement projects on, upon, over, and across that certain real property in the City of San Jose, County of Santa Clara, State of California, described as:

See Exhibit "A" and "B" attached hereto and made a part hereof.

EXHIBIT A
LEGAL DESCRIPTION

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records, more particularly described as follows;

BEGINNING at the westerly common corner of said Adjusted Parcel 3 and the Lands of the State of California as described in that certain document recorded on February 16, 1989 in Book K850 at Page 1676, Official Records of said county, being a point on the easterly line of Parcel 1 as described in that certain Grant Deed recorded on December 5, 2007, as Instrument No. 19672804 Official Records of said county;

Thence leaving said common corner along the common line of said Adjusted Parcel 3 and the said lands of the State of California the following thirteen (13) courses:

- 1) South 82° 20' 07" East, 68.50 feet;
- 2) South 54° 15' 22" East, 27.00 feet;
- 3) South 70° 38' 49" East, 49.81 feet;
- 4) South 73° 23' 04" East, 59.48 feet;
- 5) South 81° 35' 32" East, 75.31 feet;
- 6) South 82° 58' 30" East, 98.24 feet;
- 7) South 79° 23' 48" East, 70.70 feet;
- 8) South 74° 39' 29" East, 32.14 feet;
- 9) South 70° 25' 39" East, 64.21 feet;
- 10) South 73° 05' 21" East, 137.50 feet;
- 11) South 85° 10' 07" East, 89.45 feet;
- 12) South 00° 01' 36" West, 41.00 feet;
- 13) South 73° 20' 32" East, 46.66 feet, to a point on the easterly line of said Adjusted Parcel 3;

Thence continuing along said easterly line the following two (2) courses:

- 1) South 02° 18' 33" East, 89.12 feet;
- 2) South 07° 02' 50" East, 9.28 feet;

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

- 1) South 82° 56' 14" West, 48.00 feet;
- 2) North 07° 02' 50" West, 23.67 feet, to the beginning of a curve to the left, having a radius of 25.00 feet;

Thence along said curve, through a central angle of 52°56'08", an arc distance of 23.10 feet, to the beginning of a reverse curve, having a radius of 35.00 feet;

Thence along said curve, through a central angle of $67^{\circ}39'21''$, an arc distance of 41.33 feet, to the beginning of a reverse curve, having a radius of 25.00 feet;

Thence along said curve, through a central angle of $56^{\circ}14'50''$, an arc distance of 24.54 feet, to the beginning of a compound curve, having a radius of 112.00 feet;

Thence along said curve, through a central angle of $37^{\circ}24'28''$, an arc distance of 73.12 feet;

Thence North $86^{\circ}17'18''$ West, 66.36 feet;

Thence South $51^{\circ}11'38''$ West, 27.37 feet;

Thence North $86^{\circ}17'23''$ West, 11.33 feet, to the beginning of a curve to the right, having a radius of 264.50 feet;

Thence along said curve to the right, through a central angle of $16^{\circ}53'43''$, an arc distance of 78.00 feet thereon;

Thence North $69^{\circ}23'40''$ West, 106.22 feet, to the beginning of a curve to the left, having a radius of 33.50 feet;

Thence along said curve to the left, through a central angle of $59^{\circ}24'42''$, an arc distance of 34.74 feet thereon;

Thence South $51^{\circ}11'38''$ West, 22.82 feet;

Thence North $76^{\circ}08'38''$ West, 151.32 feet;

Thence North $66^{\circ}30'54''$ West, 49.85 feet;

Thence South $68^{\circ}23'51''$ West, 26.03 feet;

Thence South $65^{\circ}00'16''$ West, 22.85 feet, to a point on the common line of said Adjusted Parcel 3 and said Parcel 1;

Thence continuing along said common line the following three (3) courses:

1) North $24^{\circ}12'16''$ West, 55.40 feet;

2) North $32^{\circ}42'56''$ West, 45.10 feet;

3) North $30^{\circ}20'08''$ West, 65.17 feet, to the **POINT OF BEGINNING** of this description;

Containing an area of 66,872 square feet, more or less

A plat of this description, entitled "EXHIBIT B, Plat to Accompany Exhibit A", is attached hereto and made a part hereof as pages 3 & 4 of 4.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.


David Jungmann, PLS 9267



SEPTEMBER 5, 2018
DATE

END OF DESCRIPTION

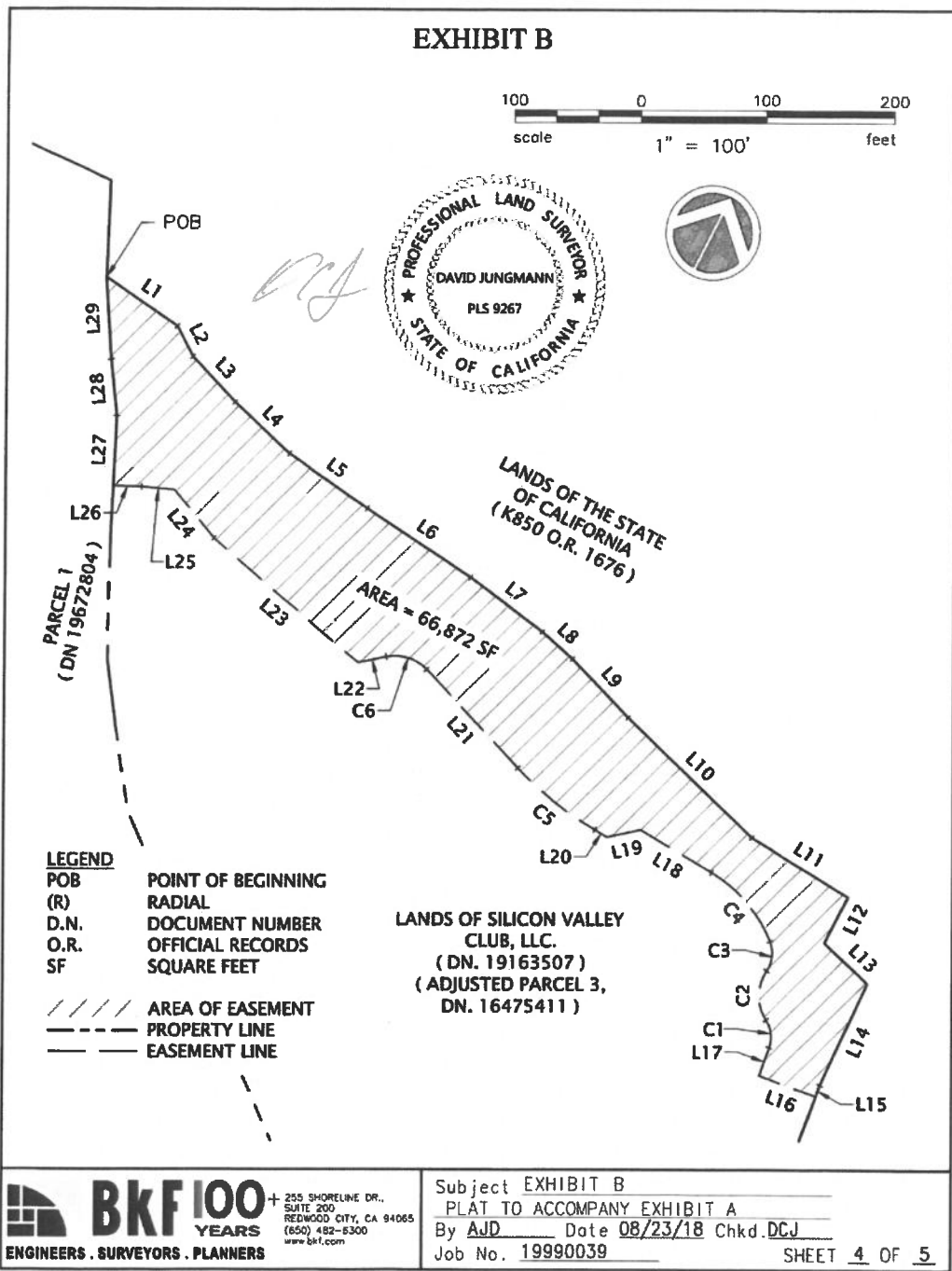


EXHIBIT B

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L1	68.50'	S82°20'07"E
L2	27.00'	S54°15'22"E
L3	49.81'	S70°38'49"E
L4	59.48'	S73°23'04"E
L5	75.31'	S81°35'32"E
L6	98.24'	S82°58'30"E
L7	70.70'	S79°23'48"E
L8	32.14'	S74°39'29"E
L9	64.21'	S70°25'39"E
L10	137.50'	S73°05'21"E
L11	89.45'	S85°10'07"E
L12	41.00'	S00°01'36"W
L13	46.66'	S73°20'32"E
L14	89.12'	S02°18'33"E
L15	9.28'	S07°02'50"E
L16	48.00'	S82°56'14"W
L17	23.67'	N07°02'50"W
L18	66.36'	N86°17'18"W
L19	27.37'	S51°11'38"W
L20	11.33'	N86°17'23"W

LINE TABLE		
LINE NO.	LENGTH	DIRECTION
L21	106.22'	N69°23'40"W
L22	22.82'	S51°11'38"W
L23	151.32'	N76°08'38"W
L24	49.85'	N66°30'54"W
L25	26.03'	S68°23'51"W
L26	22.85'	S65°00'16"W
L27	55.40'	N24°12'16"W
L28	45.10'	N32°42'56"W
L29	65.17'	N30°20'08"W

CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	23.10'	25.00'	52°56'08"
C2	41.33'	35.00'	67°39'21"
C3	24.54'	25.00'	56°14'50"
C4	73.12'	112.00'	37°24'28"
C5	78.00'	264.50'	16°53'43"
C6	34.74'	33.50'	59°24'42"

DRAWING NAME: K:\Survey\1999-0039-100 PLAT TO ACCOMPANY EXHIBIT A\New.dwg
PLOT DATE: 08/23/18 PLOTTED BY: dcl

BKF 100 YEARS

ENGINEERS . SURVEYORS . PLANNERS

255 SHORELINE DR.,
SUITE 200
REDWOOD CITY, CA 94065
(650) 482-6300
www.bkf.com

Subject EXHIBIT B
PLAT TO ACCOMPANY EXHIBIT A
 By AJD Date 08/23/18 Chkd. DCJ
 Job No. 1999-0039-100

SHEET 5 OF 5

BKF Engineers

Said easement area shall be kept clear of any type of building, fences, structure, pavement, building materials, debris or trees unless prior written approval is obtained from the District. Notwithstanding the foregoing, the Easement shall be subject to all existing encumbrances.

The easement shall include the right to construct, reconstruct, inspect, maintain, and repair of environmental improvements, monitoring devices, and appurtenant structures, together with the right to install, remove or trim vegetation within the easement area as may constitute a hazard to persons or property or may interfere with the use of said area for the purpose granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take there from and use earth, rock, sand, and gravel for construction, maintenance, and repair of District's improvements that are permitted hereunder, and for the installation, utilization and maintenance of monitoring devices, and appurtenant structure(s) by District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary.

Damage to the easement area or other part of the Property resulting from Grantee's use of the easement area shall be repaired at Grantee's sole expense.

Subject to the Easement Exchange Agreement, this Easement shall not include any liability, financial responsibility or duty to maintain, or any right to disturb in any way whatsoever, the sanitary landfill closure improvements, including any monitoring wells associated with the landfill, underlying the Easement Area, whatsoever.

Grantee or its agent shall save and hold harmless the Grantor from and on account of liability or damage to persons or property occasioned by Grantee's use of the easement area. Without limitation, the provisions of this paragraph shall benefit and bind the successors and assigns of Grantor and Grantee.

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

Dated this day of 20

Silicon Valley Club, LLC,
a Delaware Limited Liability Company
By: SVC AMERICA CENTER HOTEL, LLC.
a California limited liability company,
Manager/Member

By: _____

Name: Devang Shah

Title: Manager

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE §1189

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

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

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

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

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

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

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

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

CERTIFICATE OF CONSENT AND ACCEPTANCE

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

Dated: _____, 20__

Santa Clara Valley Water District

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

EXHIBIT B
QUITCLAIM DEED

No. of Pages: 23

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05

RECORD WITHOUT FEE UNDER CALIFORNIA
GOVERNMENT CODE SECTION 6103

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 015-45-013, 024

DOCUMENT NO.: 3015-55.4, 503.1

QUITCLAIM DEED

SANTA CLARA VALLEY WATER DISTRICT, a Special District, created by the California Legislature (District), hereinafter "Grantor," does hereby remise, release and quitclaim to Silicon Valley Club, LLC, a Delaware limited liability company all that real property in the City of San Jose, County of Santa Clara, State of California, described as:

See Exhibit "A1 & B1", "A2 & B2" and "A3 & B3" attached hereto and made a part hereof.

Dated this day of , 20

SANTA CLARA VALLEY WATER
DISTRICT

By: _____
Norma J. Camacho
Chief Executive Officer

Attest: Michele L. King

By: _____
Clerk/Board of Directors

Page 1 of 23

RL14299

DOCUMENT NO.: ~~3015-55.4~~, 503.1

ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE 1189

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

STATE OF CALIFORNIA }
COUNTY OF SANTA CLARA } SS

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

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

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

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

WITNESS my hand and official seal.

Notary Public in and for said County and State

CAPACITY CLAIMED BY SIGNER

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

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

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



BKF Job No.: 19990039
November 8, 2018

**EXHIBIT A1
LEGAL DESCRIPTION**

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records, and also being a portion of Parcel 27 as described in that certain document entitled, "Grant Deed" recorded on March 11, 1977 in Book C657 at Page 728 of Official Records of said county, and more particularly described as follows;

BEGINNING at the most southeasterly corner of Adjusted Parcel 3 as described in said Grant Deed;

Thence leaving said southeasterly corner, South 79°35'00" West, 53.11 feet, along the most southerly line of said Parcel 3 as described in said Grant Deed.

Thence leaving said southerly line, North 10°25'00" West, 7.98 feet to the **TRUE POINT OF BEGINNING** of this description, and the beginning of a curve to the right having a radius of 1,457.00 feet;

Thence along said curve, through a central angle of 1°01'37", an arc length of 26.11 feet;

Thence South 61° 23' 50" West, 126.55 feet;

Thence South 48° 24' 45" West, 41.92 feet;

Thence South 89° 20' 23" East, 10.27 feet, to the southerly line of said Adjusted Parcel 3;

Thence along said southerly line, North 55° 44' 44" East, 23.40 feet, to the beginning of a curve to the right, having a radius of 230.00 feet;

Thence continuing along said southerly line, along said curve, through a central angle of 23°50'16", an arc length of 95.69 feet;

Thence continuing along said southerly line, North 79° 35' 00" East, 8.02 feet;

Thence leaving said southerly line, North 61° 23' 50" East, 25.57 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 2,458 square feet, more or less.

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05



BKF Job No.: 19990039
November 8, 2018

The intent of this legal description to describe the identical parcel of land as originally granted as it exists within said Adjusted Parcel 3.

A plat of this description, entitled "EXHIBIT B1, Plat to Accompany Exhibit A1", is attached hereto and made a part hereof as page 3 of 3.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

David Jungmann, PLS 9267



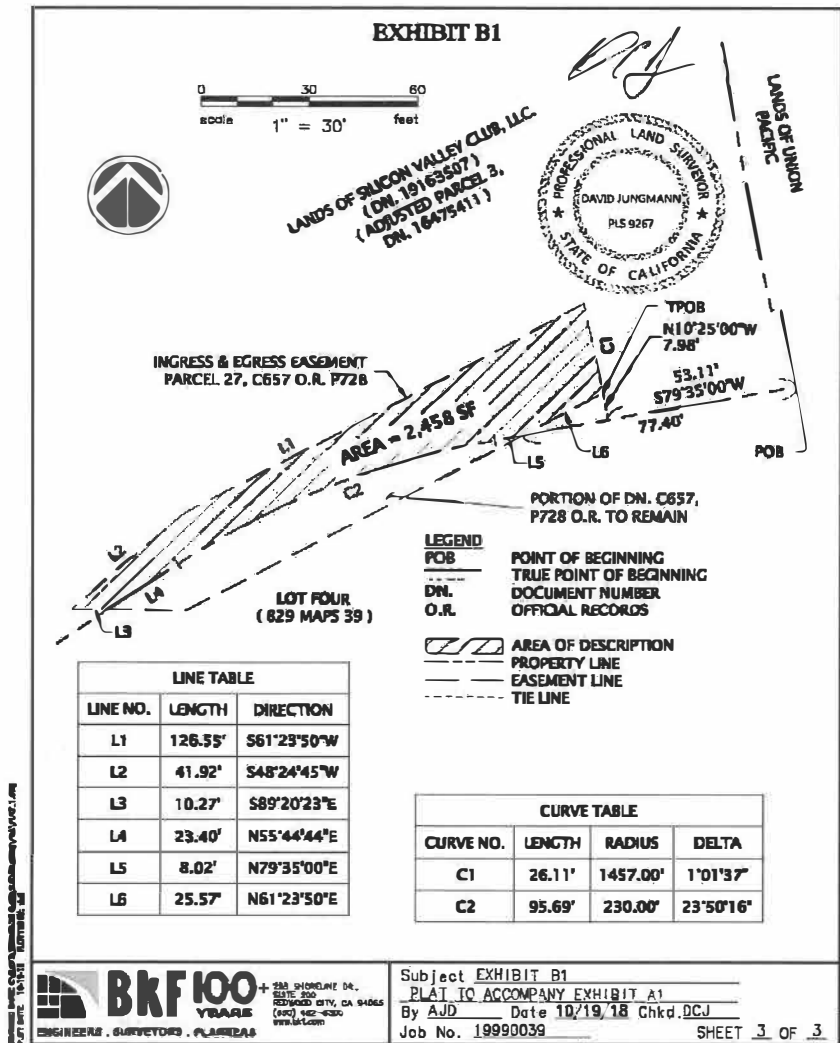
11/08/2018

DATE

END OF DESCRIPTION

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05



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APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05



BKF Job No.: 19990039
October 19, 2018

**EXHIBIT A2
LEGAL DESCRIPTION**

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records, and also being a portion of land as described in that certain document entitled, "Ingress - Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area; South Half)" recorded on December 6, 2002 as Instrument No. 16666912 of Official Records, and more particularly described as follows;

FOUNDATION AREA NORTH HALF:

BEGINNING at the westerly common corner of said Adjusted Parcel 3 and the Lands of the State of California as described in that certain document recorded on February 16, 1989 in Book K850 at Page 1676, Official Records of said county, being a point on the easterly line of Parcel 1 as described in that certain Grant Deed recorded on December 5, 2007, as Instrument No. 19672804 of Official Records of said county;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence northerly along the westerly line of said Adjusted Parcel 3 the following two (2) courses

- 1) North 32°42'56" West, 0.92 feet;
- 2) North 30°20'08" West, 65.17 feet to the said common corner;

Thence along the northerly common line of said Adjusted Parcel 3 and the said Lands of the State of California, the following thirteen (13) courses:

- 1) South 82°20'07" East, 68.50 feet;
- 2) South 54°15'22" East, 27.00 feet;
- 3) South 70°38'49" East, 49.81 feet;
- 4) South 73°23'04" East, 59.48 feet;
- 5) South 81°35'32" East, 75.31 feet;
- 6) South 82°58'30" East, 98.24 feet;
- 7) South 79°23'48" East, 70.70 feet;
- 8) South 74°39'29" East, 32.14 feet;
- 9) South 70°25'39" East, 64.21 feet;
- 10) South 73°05'21" East, 137.50 feet;

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- 11) South 85°10'07" East, 89.45 feet;
- 12) South 00°01'36" West, 41.00 feet;
- 13) South 73°20'32" East, 46.66 feet to the easterly line of said Adjusted Parcel 3;

Thence along said easterly line, South 02°18'33" East, 55.15 feet;

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

- 1) North 87°26'18" West, 7.11 feet;
- 2) North 72°06'34" West, 65.21 feet;
- 3) North 60°57'57" West, 45.14 feet;
- 4) North 42°54'10" West, 52.69 feet;
- 5) North 76°43'21" West, 74.85 feet;
- 6) North 74°48'06" West, 182.51 feet;
- 7) North 79°05'31" West, 45.55 feet;
- 8) North 82°45'42" West, 93.84 feet;
- 9) North 81°15'52" West, 79.41 feet;
- 10) North 73°03'09" West, 158.06 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 39,798 square feet, more or less.

FOUNDATION AREA SOUTH HALF:

BEGINNING at the most westerly corner of said Adjusted Parcel 3;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence easterly, leaving said common line of said Adjusted Parcel 3 the following ten (10) courses:

- 1) South 73°03'09" East, 158.06 feet;
- 2) South 81°15'52" East, 79.41 feet;
- 3) South 82°45'42" East, 93.84 feet;
- 4) South 79°05'31" East, 45.55 feet;
- 5) South 74°48'06" East, 182.51 feet;
- 6) South 76°43'21" East, 74.85 feet;
- 7) South 42°54'10" East, 52.69 feet;
- 8) South 60°57'57" East, 45.14 feet;
- 9) South 72°06'34" East, 65.21 feet;
- 10) South 87°26'18" East, 7.11 feet to a point on the easterly line of said parcel;



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Thence along said easterly line, the following two (2) courses:

- 1) South 02°18'33" East, 33.96 feet;
- 2) South 07°02'50" East, 16.39 feet;

Thence leaving said easterly line the following eleven (11) courses:

- 1) North 87°26'18" West, 19.46 feet;
- 2) North 72°06'34" West, 27.82 feet;
- 3) North 11°43'34" East, 44.37 feet;
- 4) North 78°16'26" West, 134.86 feet;
- 5) North 42°54'10" West, 7.66 feet;
- 6) North 76°43'21" West, 60.48 feet;
- 7) North 74°48'06" West, 181.47 feet;
- 8) North 79°05'31" West, 42.08 feet;
- 9) North 82°45'42" West, 92.89 feet;
- 10) North 81°15'52" West, 83.65 feet;
- 11) North 73°03'09" West, 109.27 feet to a point on the common line of said Adjusted Parcel 3 and said Parcel 1;

Thence along last said common line the following two (2) courses:

- 1) North 24°12'16" West, 28.43 feet;
- 2) North 32°42'56" West, 44.18 feet to the **TRUE POINT OF BEGINNING** of this description;

Containing an area of 35.173 square feet, more or less.

The following descriptions were taken from said Document Number 16666911:

All that certain real property in the City of San Jose and Santa Clara, County of Santa Clara, State of California, as described in the Lot Line Adjustment Grant Deed, Document Number 16475411, recorded September 12, 2002 in the office of the Recorder, County of Santa Clara, State of California containing an area of 69.917 ± acres.

OBSERVATION DECK

All that real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Adjusted Parcel 3, as said parcel is described in that certain grant deed filed for record on September 12, 2002 as Document No. 16475412, Santa Clara County Records and being more particularly described as follows:

AREA A:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses;

- 1) South 30°20'08" East, 65.17 feet;

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- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

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

- 1) South 73°03'09" East, 109.27 feet;
- 2) South 81°15'52" East, 83.65 feet;

Thence South 82°45'42" East, 59.15 feet to the **TRUE POINT OF BEGINNING NO. 1;**

Thence North 11°43'37" East, 75.62 feet;

Thence South 78°16'26" East, 62.00 feet;

Thence South 11°43'34" West, 72.57 feet;

Thence North 79°05'31" West, 28.36 feet;

Thence North 82°45'42" West, 33.75 feet to the **TRUE POINT OF BEGINNING NO. 1.** and containing an area of 4,563 square feet, more or less.

AREA B:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses;

- 1) South 30°20'08" East, 65.17 feet;
- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

Thence leaving said line, South 73°03'09" East, 109.27 feet;

Thence South 81°15'52" East, 83.65 feet;

Thence South 82°45'42" East, 92.89 feet;

Thence South 79°05'31" East, 42.08 feet;

Thence South 74°48'06" East, 181.47 feet;

Thence South 76°43'21" East, 7.32 feet to the **TRUE POINT OF BEGINNING NO. 2;**

Thence North 11°43'37" East, 65.10 feet;

Thence South 78°16'26" East, 62.00 feet;

Thence South 11°43'34" West, 60.97 feet;

Thence South 78°16'26" East, 144.63 feet;

Thence South 11°43'34" West, 55.71 feet;

Thence North 72°06'34" West, 12.46 feet;

Thence North 11°43'34" East, 44.37 feet;

Thence North 78°16'26" West, 134.86 feet;

Thence North 42°54'10" West, 7.66 feet;

Thence North 76°43'21" West, 53.16 feet to the **TRUE POINT OF BEGINNING NO. 2,** and containing an area of 6,117 square feet, more or less.

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

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The above descriptions were taken from that certain "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area; South Half)" document recorded on December 6, 2002 as Instrument No. 16666911 Official Records. The intent of this legal description to describe the identical parcel of land as originally granted as it exists within said Adjusted Parcel 3.

A plat showing the above described land is attached hereto as Exhibit B2 and made a part hereof as pages 6-9 of 9.

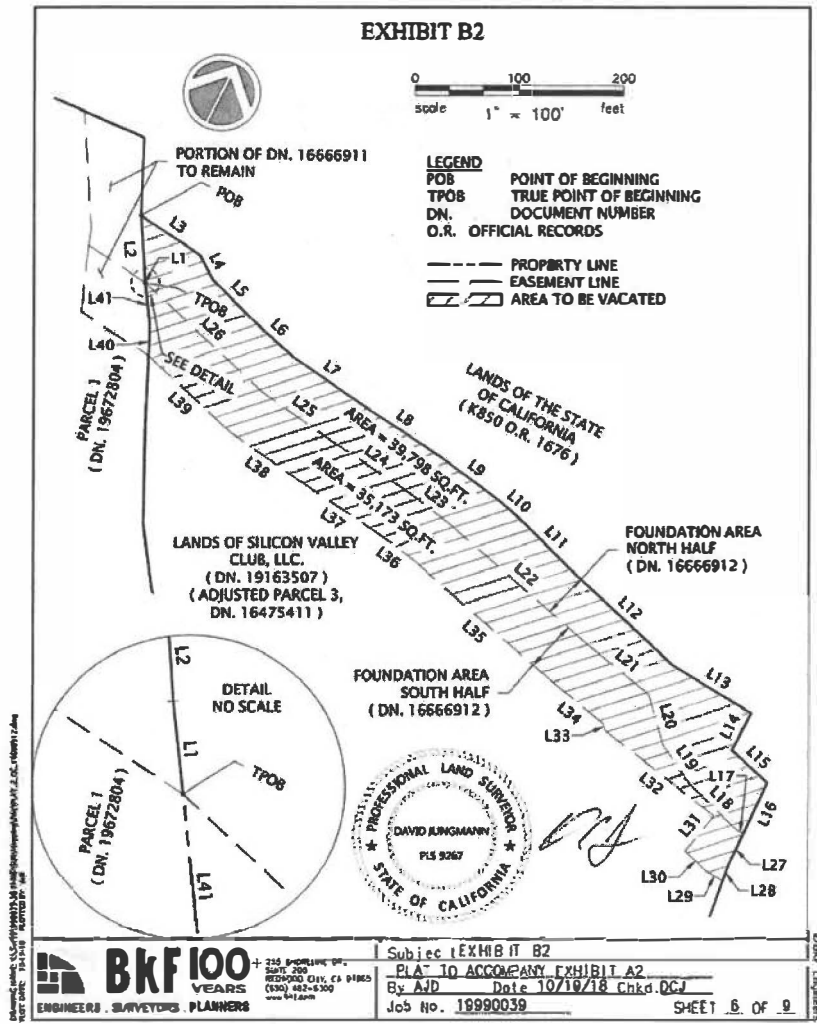
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

David Jungmann, PLS 9267



October 19, 2018
DATE

END OF DESCRIPTION



APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	N32°42'56"W	0.92'	L24	N82°45'42"W	93.84'
L2	N30°20'08"W	65.17'	L25	N81°15'52"W	79.41'
L3	S82°20'07"E	68.50'	L26	N73°03'09"W	158.06'
L4	S54°15'22"E	27.00'	L27	S02°18'33"E	33.96'
L5	S70°38'49"E	49.81'	L28	S07°02'50"E	16.39'
L6	S73°23'04"E	59.48'	L29	N87°26'18"W	19.46'
L7	S81°35'32"E	75.31'	L30	N72°06'34"W	27.82'
L8	S82°58'30"E	98.24'	L31	N11°43'34"E	44.37'
L9	S79°23'48"E	70.70'	L32	N78°16'26"W	134.86'
L10	S74°39'29"E	32.14'	L33	N42°54'10"W	7.66'
L11	S70°25'39"E	64.21'	L34	N76°43'21"W	60.48'
L12	S73°05'21"E	137.50'	L35	N74°48'06"W	181.47'
L13	S85°10'07"E	89.45'	L36	N79°05'31"W	42.08'
L14	S00°01'36"W	41.00'	L37	N82°45'42"W	92.89'
L15	S73°20'32"E	46.56'	L38	N81°15'52"W	83.65'
L16	S02°18'33"E	55.15'	L39	N73°03'09"W	109.27'
L17	N87°26'18"W	7.11'	L40	N24°12'16"W	28.43'
L18	N72°06'34"W	65.21'	L41	N32°42'56"W	44.18'
L19	N60°57'57"W	45.14'			
L20	N42°54'10"W	52.69'			
L21	N76°43'23"W	74.85'			
L22	N74°48'06"W	182.51'			
L23	N79°05'31"W	45.55'			

11943misc_bsg_1-14-2020_ResolutionSilicon ValleyClubLLC

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Subject EXHIBIT B2
PLAT TO ACCOMPANY EXHIBIT A2
By AJD Date 10/19/18 Chkd. DCJ
Job No. 19990039

SHEET 7 OF 9

01000

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05

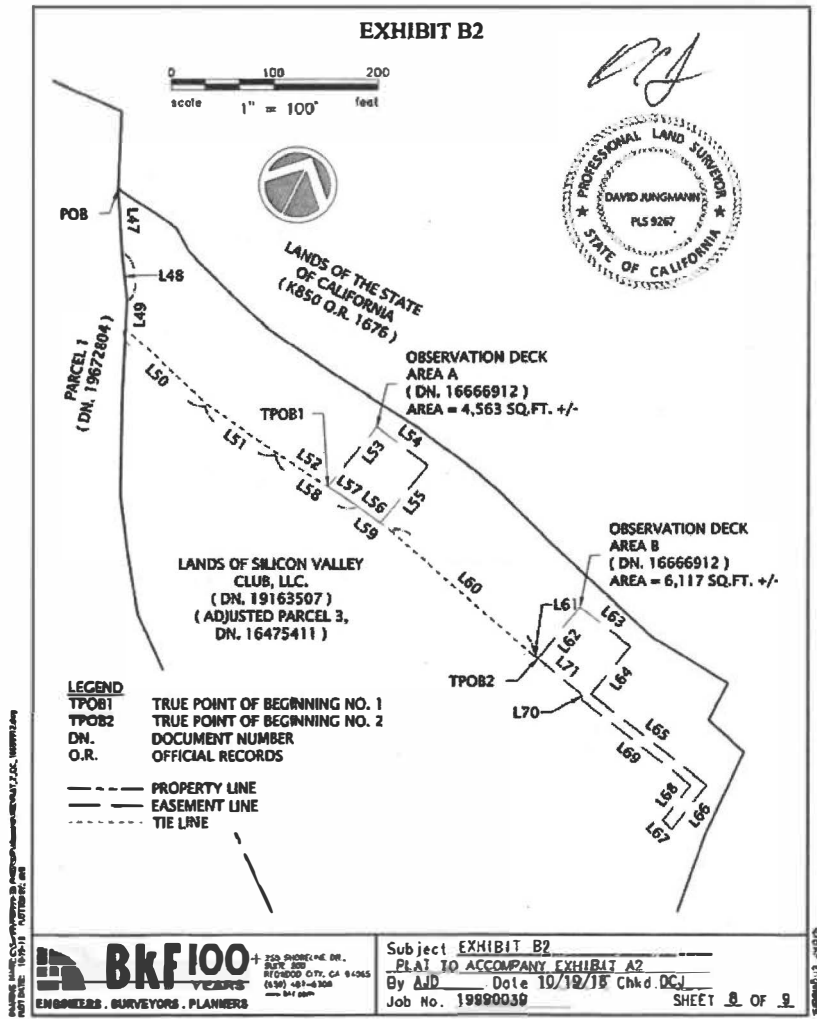


EXHIBIT B2

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L47	S30°20'08"E	65.17'	L61	S76°43'21"E	7.32'
L49	S24°12'16"E	28.43'	L62	N11°43'37"E	65.10'
L50	S73°03'09"E	109.27'	L63	S78°16'26"E	62.00'
L51	S81°15'52"E	83.65'	L64	S11°43'34"W	60.97'
L52	S82°45'42"E	59.15'	L65	S78°16'26"E	144.63'
L53	N11°43'37"E	75.62'	L66	S11°43'34"W	55.71'
L54	S78°16'26"E	62.00'	L67	N72°06'34"W	12.46'
L55	S11°43'34"W	72.57'	L68	N11°43'34"E	44.37'
L56	N79°05'31"W	28.36'	L69	N78°16'26"W	134.86'
L57	N82°45'42"W	33.75'	L70	N42°54'10"W	7.66'
L58	S82°45'42"E	92.89'	L71	N76°43'21"W	53.16'
L59	S79°05'31"E	42.08'			
L60	S74°48'06"E	181.47'			

Drawing: 11943misc_bsg_1-14-2020_ResolutionSilicon ValleyClubLLC_11943misc_bsg_1-14-2020_ResolutionSilicon ValleyClubLLC
 PLOT DATE: 10/19/18
 PROJECT: 11943misc_bsg_1-14-2020_ResolutionSilicon ValleyClubLLC



Subject EXHIBIT B2
 PLAT TO ACCOMPANY EXHIBIT A2
 By AVD Date 10/19/18 Chkd. DCJ
 Job No. 19990039 SHEET 9 OF 9

BKF Engineers

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05



BKF Job No.: 19990039
October 19, 2018

**EXHIBIT A3
LEGAL DESCRIPTION**

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records and also being a portion of land as described in that certain document entitled, "Ingress - Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Item 13; Area 2 & Foundation Area: North Half)" recorded on December 6, 2002 as Instrument No. 16666911 of Official Records, and more particularly described as follows;

FOUNDATION AREA NORTH HALF:

BEGINNING at the westerly common corner of said Adjusted Parcel 3 and the Lands of the State of California as described in that certain document recorded on February 16, 1989 in Book K850 at Page 1676, Official Records of said county, being a point on the easterly line of Parcel 1 as described in that certain Grant Deed recorded on December 5, 2007, as Instrument No. 19672804 of Official Records of said county;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence northerly along the westerly line of said Adjusted Parcel 3 the following two (2) courses
1) North 32°42'56" West, 0.92 feet;
2) North 30°20'08" West, 65.17 feet to the said common corner;

Thence along the northerly common line of said Adjusted Parcel 3 and the said Lands of the State of California, the following thirteen (13) courses:

- 1) South 82°20'07" East, 68.50 feet;
- 2) South 54°15'22" East, 27.00 feet;
- 3) South 70°38'49" East, 49.81 feet;
- 4) South 73°23'04" East, 59.48 feet;
- 5) South 81°35'32" East, 75.31 feet;
- 6) South 82°58'30" East, 98.24 feet;
- 7) South 79°23'48" East, 70.70 feet;
- 8) South 74°39'29" East, 32.14 feet;
- 9) South 70°25'39" East, 64.21 feet;
- 10) South 73°05'21" East, 137.50 feet;

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- 11) South 85°10'07" East, 69.45 feet;
12) South 00°01'36" West, 41.00 feet;
13) South 73°20'32" East, 46.66 feet to the easterly line of said Adjusted Parcel 3;

Thence along said easterly line, South 02°18'33" East, 55.15 feet;

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

- 1) North 87°26'18" West, 7.11 feet;
- 2) North 72°06'34" West, 65.21 feet;
- 3) North 60°57'57" West, 45.14 feet;
- 4) North 42°54'10" West, 52.69 feet;
- 5) North 76°43'21" West, 74.85 feet;
- 6) North 74°48'06" West, 182.51 feet;
- 7) North 79°05'31" West, 45.55 feet;
- 8) North 82°45'42" West, 93.84 feet;
- 9) North 81°15'52" West, 79.41 feet;
- 10) North 73°03'09" West, 158.06 feet to the TRUE POINT OF BEGINNING of this description.

Containing an area of 39,798 square feet, more or less.

FOUNDATION AREA SOUTH HALF:

BEGINNING at the most westerly corner of said Adjusted Parcel 3;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence easterly, leaving said common line of said Adjusted Parcel 3 the following ten (10) courses:

- 1) South 73°03'09" East, 158.06 feet;
- 2) South 81°15'52" East, 79.41 feet;
- 3) South 82°45'42" East, 93.84 feet;
- 4) South 79°05'31" East, 45.55 feet;
- 5) South 74°48'06" East, 182.51 feet;
- 6) South 76°43'21" East, 74.85 feet;
- 7) South 42°54'10" East, 52.69 feet;
- 8) South 60°57'57" East, 45.14 feet;
- 9) South 72°06'34" East, 65.21 feet;
- 10) South 87°26'18" East, 7.11 feet to a point on the easterly line of said parcel;

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Thence along said easterly line, the following two (2) courses:

- 1) South 02°18'33" East, 33.96 feet;
- 2) South 07°02'50" East, 16.39 feet;

Thence leaving said easterly line the following eleven (11) courses:

- 1) North 87°26'18" West, 19.46 feet;
- 2) North 72°06'34" West, 27.82 feet;
- 3) North 11°43'34" East, 44.37 feet;
- 4) North 78°16'26" West, 134.86 feet;
- 5) North 42°54'10" West, 7.66 feet;
- 6) North 76°43'21" West, 60.48 feet;
- 7) North 74°48'06" West, 181.47 feet;
- 8) North 79°05'31" West, 42.08 feet;
- 9) North 82°45'42" West, 92.89 feet;
- 10) North 81°15'52" West, 83.65 feet;
- 11) North 73°03'09" West, 109.27 feet to a point on the common line of said Adjusted Parcel 3 and said Parcel 1;

Thence along last said common line the following two (2) courses:

- 1) North 24°12'16" West, 28.43 feet;
- 2) North 32°42'56" West, 44.18 feet to the **TRUE POINT OF BEGINNING** of this description;

Containing an area of 35,173 square feet, more or less.

The following descriptions were taken from said Document Number 16666911:

All that certain real property in the City of San Jose and Santa Clara, County of Santa Clara, State of California, as described in the Lot Line Adjustment Grant Deed, Document Number 16475411, recorded September 12, 2002 in the office of the Recorder, County of Santa Clara, State of California containing an area of 69.917 ± acres.

OBSERVATION DECK

All that real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Adjusted Parcel 3, as said parcel is described in that certain grant deed filed for record on September 12, 2002 as Document No. 16475412, Santa Clara County Records and being more particularly described as follows:

AREA A:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses;

- 1) South 30°20'08" East, 65.17 feet;

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- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

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

- 1) South 73°03'09" East, 109.27 feet;
- 2) South 81°15'52" East, 83.65 feet;

Thence South 82°45'42" East, 59.15 feet to the **TRUE POINT OF BEGINNING NO. 1**;
Thence North 11°43'37" East, 75.62 feet;
Thence South 78°16'26" East, 62.00 feet;
Thence South 11°43'34" West, 72.57 feet;
Thence North 79°05'31" West, 28.36 feet;
Thence North 82°45'42" West, 33.75 feet to the **TRUE POINT OF BEGINNING NO. 1**, and
containing an area of 4,563 square feet, more or less.

AREA B:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses:

- 1) South 30°20'08" East, 65.17 feet;
- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

Thence leaving said line, South 73°03'09" East, 109.27 feet;
Thence South 81°15'52" East, 83.65 feet;
Thence South 82°45'42" East, 92.89 feet;
Thence South 79°05'31" East, 42.08 feet;
Thence South 74°48'06" East, 181.47 feet;
Thence South 76°43'21" East, 7.32 feet to the **TRUE POINT OF BEGINNING NO. 2**;
Thence North 11°43'37" East, 65.10 feet;
Thence South 78°16'26" East, 62.00 feet;
Thence South 11°43'34" West, 60.97 feet;
Thence South 78°16'26" East, 144.63 feet;
Thence South 11°43'34" West, 55.71 feet;
Thence North 72°06'34" West, 12.46 feet;
Thence North 11°43'34" East, 44.37 feet;
Thence North 78°16'26" West, 134.86 feet;
Thence North 42°54'10" West, 7.66 feet;
Thence North 76°43'21" West, 53.16 feet to the **TRUE POINT OF BEGINNING NO. 2**, and
containing an area of 6,117 square feet, more or less.

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05



BKF Job No.: 19990039
October 19, 2018

The above descriptions were taken from that certain "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area; South Half)" document recorded on December 6, 2002 as Instrument No. 16666911 Official Records. The intent of this legal description to describe the identical parcel of land as originally granted as it exists within said Adjusted Parcel 3.

A plat showing the above described land is attached hereto as Exhibit B3 and made a part hereof as pages 6-9 of 9.

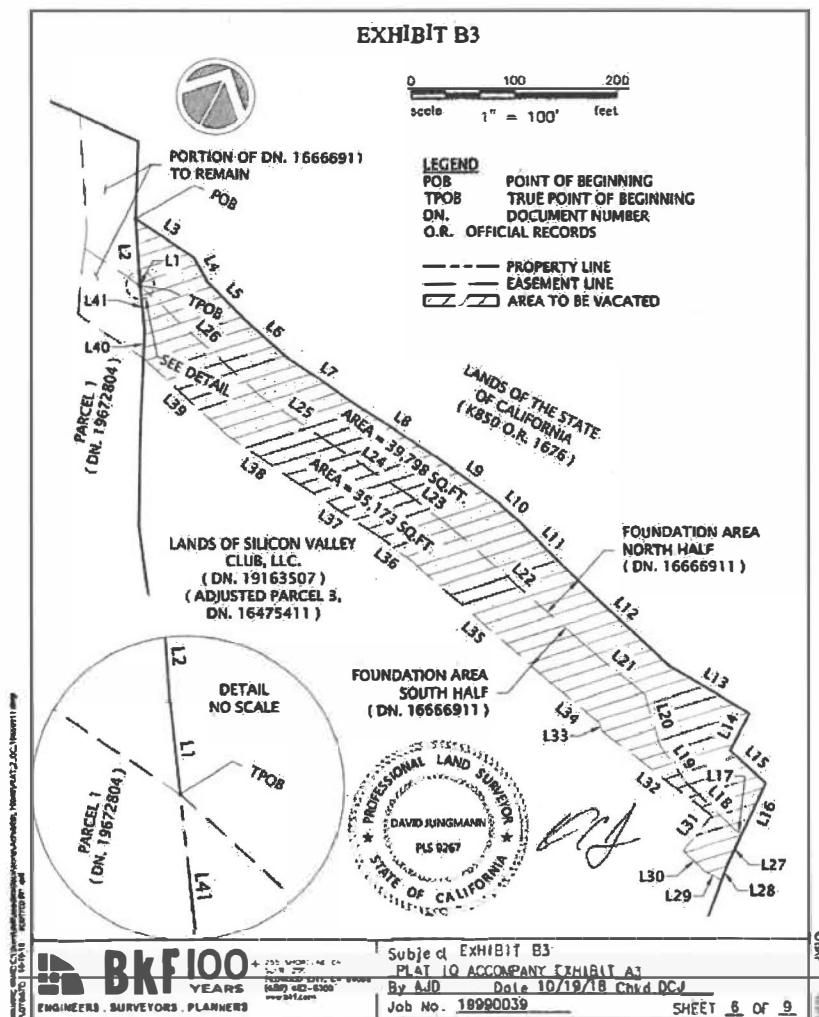
This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

David Jungmann, PLS 9267



October 19, 2018
DATE

END OF DESCRIPTION



APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	N32°42'56"W	0.92'	L24	N82°45'42"W	93.84'
L2	N30°20'08"W	65.17'	L25	N81°15'52"W	79.41'
L3	S82°20'07"E	68.50'	L26	N73°03'09"W	158.06'
L4	S54°15'22"E	27.00'	L27	S02°18'33"E	33.96'
L5	S70°38'49"E	49.81'	L28	S07°02'50"E	16.39'
L6	S73°23'04"E	59.48'	L29	N87°26'18"W	19.46'
L7	S81°35'32"E	75.31'	L30	N72°06'34"W	27.82'
L8	S82°58'30"E	98.24'	L31	N11°43'34"E	44.37'
L9	S79°23'48"E	70.70'	L32	N78°16'26"W	134.86'
L10	S74°39'29"E	32.14'	L33	N42°54'10"W	7.66'
L11	S70°25'39"E	64.21'	L34	N76°43'21"W	60.48'
L12	S73°05'21"E	137.50'	L35	N74°48'06"W	181.47'
L13	S85°10'07"E	89.45'	L36	N79°05'31"W	42.08'
L14	S00°01'36"W	41.00'	L37	N82°45'42"W	92.89'
L15	S73°20'32"E	46.66'	L38	N81°15'52"W	83.65'
L16	S02°18'33"E	55.15'	L39	N73°03'09"W	109.27'
L17	N87°26'18"W	7.11'	L40	N24°12'16"W	28.43'
L18	N72°06'34"W	65.21'	L41	N32°42'56"W	44.18'
L19	N60°57'57"W	45.14'			
L20	N42°54'10"W	52.69'			
L21	N76°43'21"W	74.85'			
L22	N74°48'06"W	182.51'			
L23	N79°05'31"W	45.55'			

Reviewed: 10/19/2018
 Checked: 10/19/2018
 Prepared: 10/19/2018
 Project: 19-05

BKF100
 YEARS
 ENGINEERS, SURVEYORS, PLANNERS

255 B-DRIVE DR.
 SUITE 200
 REDWOOD CITY, CA 94063
 (650) 462-9000
 www.bkf.com

Subject: EXHIBIT B3
 PLAT TO ACCOMPANY EXHIBIT A3
 By: AJD Date: 10/19/18 Chkd: DCJ
 Job No. 18990039 SHEET 7 OF 9

0 BKF Engineers

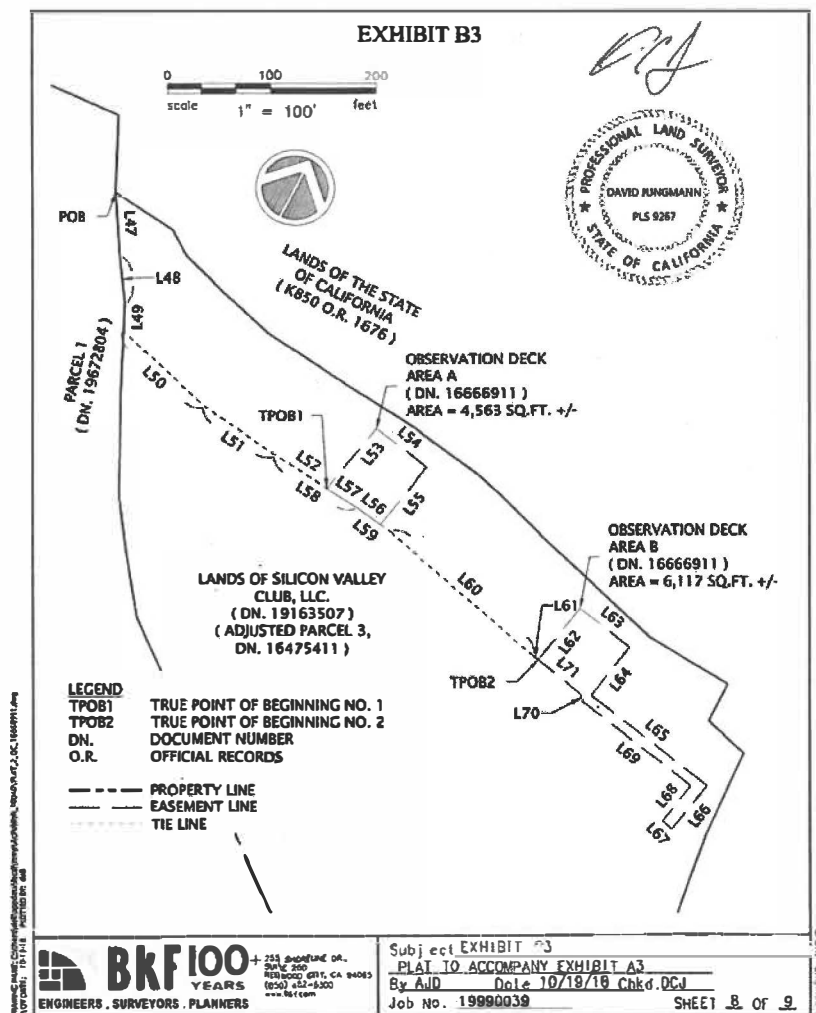


EXHIBIT B3

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L47	S30°20'08"E	65.17'	L61	S76°43'21"E	7.32'
L49	S24°12'16"E	28.43'	L62	N11°43'37"E	65.10'
L50	S73°03'09"E	109.27'	L63	S78°16'26"E	62.00'
L51	S81°15'52"E	83.65'	L64	S11°43'34"W	60.97'
L52	S82°45'42"E	59.15'	L65	S78°16'26"E	144.63'
L53	N11°43'37"E	75.62'	L66	S11°43'34"W	55.71'
L54	S78°16'26"E	62.00'	L67	N72°06'34"W	12.46'
L55	S11°43'34"W	72.57'	L68	N11°43'34"E	44.37'
L56	N79°05'31"W	28.36'	L69	N78°16'26"W	134.86'
L57	N82°45'42"W	33.75'	L70	N42°54'10"W	7.66'
L58	S82°45'42"E	92.89'	L71	N76°43'21"W	53.16'
L59	S79°05'31"E	42.08'			
L60	S74°48'06"E	181.47'			

11943misc_bsg_1-14-2020_ResolutionSilicon ValleyClubLLC (000)A11.2.DWG 10/19/2018 10:00:00 AM

**BKF 100**
YEARS
ENGINEERS - SURVEYORS - PLANNERS

754 S. GARDEN LANE SUITE 200
SANTA ANA, CA 92705
(949) 482-8300
www.bkf100.com

Subject EXHIBIT B3
PLAT TO ACCOMPANY EXHIBIT A3
By AJD Date 10/19/18 Chkd. DCJ
Job No. 19990039 SHEET 9 OF 9

Chief Engineer

EXHIBIT C

SANTA CLARA WATER DISTRICT REAL PROPERTY EXCHANGE AGREEMENT

No. of Pages: 31

File: 3015-55.4, 3015-503.1, 3015-684
Facility: Guadalupe River

**SANTA CLARA VALLEY WATER DISTRICT
REAL PROPERTY EXCHANGE AGREEMENT**

THIS AGREEMENT is made and entered into by and between the **SANTA CLARA VALLEY WATER DISTRICT**, a Special District created by the California Legislature (hereinafter "DISTRICT") and Silicon Valley Club, LLC, a Delaware limited liability company (hereinafter "DEVELOPER"), upon execution by DISTRICT (hereinafter "Effective Date"). DISTRICT and DEVELOPER, each a party to this Agreement, may collectively be referred to as the PARTIES.

RECITALS

- A. WHEREAS, DEVELOPER owns fee title to that certain real property located in the neighborhood of Alviso, City of San Jose, State of California designated with Assessor Parcel Numbers 015-45-013 and 015-45-024 (hereafter, "Subject Property").
- B. WHEREAS, DISTRICT currently possesses easement rights to approximately 66,684 square feet on, over, under and upon portions of the Subject Property, which easement area to be conveyed is more particularly described and depicted in the attached Exhibit 1 (hereinafter collectively, "Existing District Easements"); and,
- C. WHEREAS, DISTRICT obtained the Existing District Easements through agreements that were recorded as follows:
 - 1. A non-exclusive easement for ingress and egress and installation, construction, operation and maintenance of environmental improvement projects on, upon, over and across a portion of the Subject Property, per the "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Item 13; Area 2 & Foundation Area: North Half)" recorded December 6, 2002 as Instrument No. 16666911 of Official Records;
 - 2. A non-exclusive easement for ingress and egress and installation, construction, operation and maintenance of environmental improvement projects on, upon, over and across a portion of the Subject Property, per the "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area: South Half)" recorded December 6, 2002 as Instrument No. 16666912 of Official Records; and
 - 3. An easement for ingress and egress over a portion of the Subject Property, per the "Grant Deed" recorded March 11, 1977 in Book C657, page 732 of Official Records.
- D. WHEREAS, DEVELOPER requested a re-alignment of the portions of the Existing District Easements along the northerly portion of the Subject Property adjacent to the Guadalupe River to better align with the intended use of the site and for the District to quitclaim the small ingress/egress easement that does not provide benefit to the District. The re-aligned easement (the "New Easement") provides an easement more uniform in width and adds a contiguous area that is currently excluded from the easement.

- E. WHEREAS, DISTRICT and DEVELOPER desire to exchange the Existing District Easements for a "New Easement" described and depicted in Exhibit 2.
- F. WHEREAS, Section 31 of the District Act (California Water Code, Appendix Chapter 60) provides that the Board of Directors may by a majority vote exchange real property of equal value with any person, firm, or corporation where the real property to be exchanged is not required for district use and the property to be acquired is required for district use.

NOW, THEREFORE, the parties hereto agree as follows:

1. **Mutual Conveyances:** DISTRICT agrees to Quitclaim the Existing District Easements to DEVELOPER, and DEVELOPER agrees to grant the New Easement to DISTRICT.
 - a. Fifteen days after execution of this Agreement by both PARTIES, Deed Document with Real Estate File No. 3015-684, in the form of a grant deed covering the property particularly described therein will have been executed and delivered by Developer to Ms. Bradle Grimaldo, Real Estate Agent for District for the purpose of conveying said property to District.
 - b. Fifteen days after execution of this Agreement by both PARTIES, Deed Document No. 3015-55.4 & 503.1, in the form of a quitclaim deed covering the property particularly described therein will have been executed and delivered by Ms. Bradle Grimaldo, Real Estate Agent for District, to Developer for the purpose of conveying said property to Developer.
 - c. DISTRICT and DEVELOPER agree that this exchange of property interests shall be at no cost to either party; however, Developer shall pay District for administrative costs associated with processing this real estate transaction.
 - d. The performance of this agreement constitutes the entire consideration of the properties or interests described in the exchanged deed documents (hereinafter called "the property") and shall constitute the entire payment of all claims including all interest and damages including severance. Upon completion of the conveyances described in this Section and delivery of possession, this agreement shall terminate.
2. **Condition of Title:** The DEVELOPER shall convey to DISTRICT the New Easement free of all mortgages, deeds of trust, mechanic liens, and all other monetary liens that materially interfere with the District exercising its easement rights.
3. **No New Encumbrances:** Developer shall not, after full execution of this Exchange Agreement, cause or permit any new liens, covenants, conditions, restrictions, easements or any other matter to encumber the portion of Developer's property located within the area of the easement to be conveyed to District by record or otherwise except for matters which do not materially interfere with the District's exercise of its easement rights.
4. **Real Property Taxes:** Real property taxes and assessments, if any, on the Easement Exchange shall be prorated with each party responsible for paying property taxes and assessments, including any and all interest and penalties on their respective property up to the date of recordation of the grant deed and quitclaim deed to the respective party.

5. **Scope and Use:** The New Easement shall be used for ingress and egress and to install, construct, operate and maintain environmental improvement projects. The New Easement shall include the right to construct, reconstruct, inspect, maintain, and repair of environmental improvements, monitoring devices, and appurtenant structures, together with the right to install, remove or trim vegetation within the easement area as may constitute a hazard to persons or property or may interfere with the use of said area for the purpose granted. It also shall include the right to enter upon said land with vehicles, tools, implements, and other materials, take there from and use earth, rock, sand, and gravel for construction, maintenance, and repair of District's improvements that are permitted hereunder, and for the installation, utilization and maintenance of monitoring devices, and appurtenant structure(s) by District, its officers, agents, and employees, and by persons under contract with it and their employees whenever and wherever necessary.

Said easement area shall be kept clear of any type of building, fences, structure, pavement, building materials, debris or trees unless prior written approval is obtained from the District. Notwithstanding the foregoing, the New Easement shall be subject to all existing encumbrances.

Subject to the Easement Exchange Agreement, the New Easement shall not include any liability, financial responsibility or duty to maintain, or any right to disturb in any way whatsoever, the sanitary landfill closure improvements, including any monitoring wells associated with the landfill, underlying the New Easement, whatsoever.

6. **Utilization of Easement:** No monetary compensation shall be required by the Developer, its successors and assigns, or on-site tenants from the District for exercising its rights to use New Easement.
7. **Conditions to Effectiveness:** This Exchange Agreement shall not be binding or effective against District until the District's governing board has adopted a resolution that approves this Exchange Agreement.
8. **Possession:** Possession of the property granted and quitclaimed pursuant to this Agreement shall be delivered within 10 calendar days after recordation of the grant deed and quitclaim deed.
9. **Representations and Warranties:** Each party, on behalf of itself and the property subject to this Agreement that it currently owns or has easement rights upon, makes the following representations and warranties:
- a. **Authority:** Each party represents and warrants, as of the date of execution of the Exchange Agreement(i) that it has full legal right, power and authority to execute and fully perform its obligations under this Exchange Agreement and (ii) that the persons executing this Exchange Agreement and other documents required hereunder are authorized to do so.
 - b. **Indemnification from District:** District shall indemnify, defend, and hold harmless Developer and its officers, employees and agents from and against any and all claims, liabilities, losses, damages, suits, actions, expenses, and demands of any kind or nature, resulting from or arising out of any breach by the District of their representations, warranties or covenants contained in this agreement, except to the extent such loss or damage is caused by or arises out of the negligence or willful

misconduct of, or arises out of a breach by, the Developer, its officers, employees, or agents.

- c. **Indemnification from Developer:** Developer shall indemnify, defend, and hold harmless District and its officers, employees and agents from and against any and all claims, liabilities, losses, damages, suits, actions, expenses, and demands of any kind or nature, resulting from or arising out of any breach by the Developer of their representations, warranties or covenants contained in this agreement, except to the extent such loss or damage is caused by or arises out of the negligence or willful misconduct of, or arises out of a breach by, the District, its officers, employees, or agents.
- d. **Real Estate commissions:** District is under no obligation or liability to pay any such commission or compensation to any broker or finder arising from, related to, or in connection with this transaction.
- e. **Survival of Representations and Warranties:** The representations and warranties given by the parties in this Section 9, Representations and Warranties, including the promises to indemnify, under this Exchange Agreement shall survive the delivery of the grant deeds to each party.

10. General Provisions:

- a. **Counterparts:** This Exchange Agreement may be executed in multiple copies, each of which shall be deemed an original, but all of which shall constitute one Exchange Agreement after each part has signed such a counterpart.
- b. **Entire Agreement:** This Agreement represents the entire and integrated agreement of the parties hereto. Both parties hereto expressly acknowledge, warrant, and understand that there are no statements, representations, inducements, or agreements made by or between the parties hereto or their respective agents and representatives, except as expressly set forth herein. No amendment, supplement or termination hereof shall be valid except by way of a writing subscribed by the parties hereto.
- c. **Further Assurances:** The parties agree to perform such further acts and to execute and deliver such additional document and instruments as may be reasonable required in order to carry out the provisions of this Exchange Agreement and the intentions of the parties.
- d. **Modifications waiver:** No modifications, waiver, amendment or discharge of this Exchange Agreement shall be valid unless the same is in writing and signed by both parties.
- e. **Governing Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of California. Any action brought to enforce this Agreement shall be initiated in the County of Santa Clara, California.
- f. **Severability:** In case any one or more of the provisions of this Agreement shall for any reason be held to be invalid, such provisions shall be modified to the minimum extent necessary to make it or its application valid and enforceable, and the validity and enforceability of all other provisions of this Agreement and all other applications of such provision shall not be affected thereby.
- g. **Successors and Assigns:** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective heirs, executors, administrators, successors, and assigns.
- h. **Effective Date:** The Effective Date of this Exchange Agreement shall be the date upon which approval has been granted by the District governing board.

- i. **Attorney's Fees:** in the event either party hereto fails to perform any of its obligations under this Agreement or in the event a dispute arises concerning the meaning or interpretation of any provision of this Agreement, the defaulting party or the party not prevailing in such dispute, as the case may be, shall pay any and all costs and expenses incurred by the other party in enforcing or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees.

11. **NOTICES:** All notices or other communications required or permitted hereunder shall be in writing and shall be personally delivered, sent by a commercial overnight courier service, or sent by certified mail, postage prepaid, return receipt required, to the following addresses:

DISTRICT: Sue Turner
Real Estate Services Unit Manager
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118

DEVELOPER: Silicon Valley Club, LLC
Attn: Devang Shah
579 Clyde Avenue, Suite 340
Mountain View, CA 94043

Said addresses may be changed from time to time by notice to the other party as provided for in this section.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

DISTRICT:

Norma J. Camacho
Chief Executive Officer

Date

DEVELOPER:

Signature: _____
Print Name: _____
Title: _____

Date

Exhibit 1



BKF Job No.: 19990039
November 8, 2018

**EXHIBIT A1
LEGAL DESCRIPTION**

Being a portion of that land situate within the City of San José, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records, and also being a portion of Parcel 27 as described in that certain document entitled, "Grant Deed" recorded on March 11, 1977 in Book C657 at Page 728 of Official Records of said county, and more particularly described as follows;

BEGINNING at the most southeasterly corner of Adjusted Parcel 3 as described in said Grant Deed;

Thence leaving said southeasterly corner, South 79°35'00" West, 53.11 feet, along the most southerly line of said Parcel 3 as described in said Grant Deed.

Thence leaving said southerly line, North 10°25'00" West, 7.98 feet to the **TRUE POINT OF BEGINNING** of this description, and the beginning of a curve to the right having a radius of 1,457.00 feet;

Thence along said curve, through a central angle of 1°01'37", an arc length of 26.11 feet;

Thence South 61° 23' 50" West, 126.55 feet;

Thence South 48° 24' 45" West, 41.92 feet;

Thence South 89° 20' 23" East, 10.27 feet, to the southerly line of said Adjusted Parcel 3;

Thence along said southerly line, North 55° 44' 44" East, 23.40 feet, to the beginning of a curve to the right, having a radius of 230.00 feet;

Thence continuing along said southerly line, along said curve, through a central angle of 23°50'16", an arc length of 95.69 feet;

Thence continuing along said southerly line, North 79° 35' 00" East, 8.02 feet;

Thence leaving said southerly line, North 61° 23' 50" East, 25.57 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 2,458 square feet, more or less.

Exhibit 1




BKF Job No.: 19990039
November 8, 2018

The intent of this legal description to describe the identical parcel of land as originally granted as it exists within said Adjusted Parcel 3.

A plat of this description, entitled "EXHIBIT B1, Plat to Accompany Exhibit A1", is attached hereto and made a part hereof as page 3 of 3.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.


David Jungmann, PLS 9267



11/08/2018
DATE

END OF DESCRIPTION

Exhibit 1

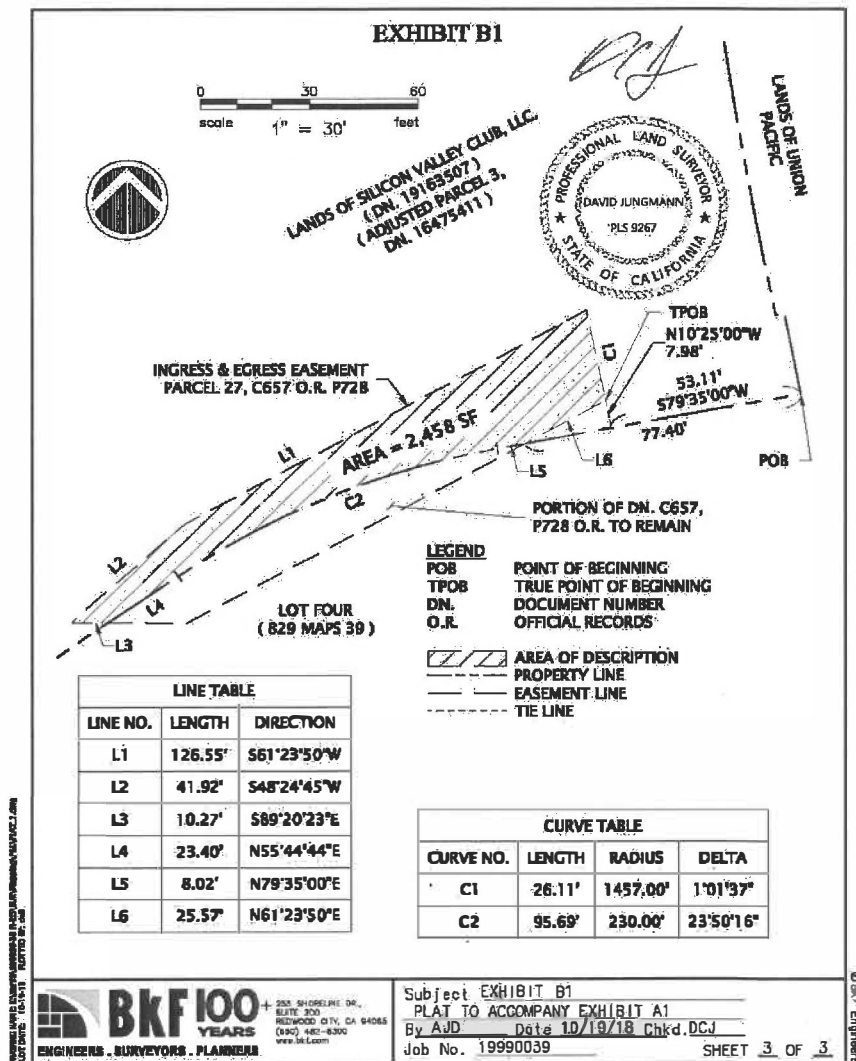


Exhibit 1



BKF Job No.: 19990039
October 19, 2018

**EXHIBIT A2
LEGAL DESCRIPTION**

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records, and also being a portion of land as described in that certain document entitled, "Ingress - Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area; South Half)" recorded on December 6, 2002 as Instrument No. 16666912 of Official Records, and more particularly described as follows;

FOUNDATION AREA NORTH HALF:

BEGINNING at the westerly common corner of said Adjusted Parcel 3 and the Lands of the State of California as described in that certain document recorded on February 16, 1989 in Book K850 at Page 1676, Official Records of said county, being a point on the easterly line of Parcel 1 as described in that certain Grant Deed recorded on December 5, 2007, as Instrument No. 19672804 of Official Records of said county;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence northerly along the westerly line of said Adjusted Parcel 3 the following two (2) courses

- 1) North 32°42'56" West, 0.92 feet;
- 2) North 30°20'08" West, 65.17 feet to the said common corner;

Thence along the northerly common line of said Adjusted Parcel 3 and the said Lands of the State of California, the following thirteen (13) courses:

- 1) South 82°20'07" East, 68.50 feet;
- 2) South 54°15'22" East, 27.00 feet;
- 3) South 70°38'49" East, 49.81 feet;
- 4) South 73°23'04" East, 59.48 feet;
- 5) South 81°35'32" East, 75.31 feet;
- 6) South 82°58'30" East, 98.24 feet;
- 7) South 79°23'48" East, 70.70 feet;
- 8) South 74°39'29" East, 32.14 feet;
- 9) South 70°25'39" East, 64.21 feet;
- 10) South 73°05'21" East, 137.50 feet;

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RL14299

Exhibit 1



BKF Job No.: 19990039
October 19, 2018

- 11) South 85°10'07" East, 89.45 feet;
12) South 00°01'36" West, 41.00 feet;
13) South 73°20'32" East, 46.66 feet to the easterly line of said Adjusted Parcel 3;

Thence along said easterly line, South 02°18'33" East, 55.15 feet;

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

- 1) North 87°26'18" West, 7.11 feet;
- 2) North 72°06'34" West, 65.21 feet;
- 3) North 60°57'57" West, 45.14 feet;
- 4) North 42°54'10" West, 52.69 feet;
- 5) North 76°43'21" West, 74.85 feet;
- 6) North 74°48'06" West, 182.51 feet;
- 7) North 79°05'31" West, 45.55 feet;
- 8) North 82°45'42" West, 93.84 feet;
- 9) North 81°15'52" West, 79.41 feet;
- 10) North 73°03'09" West, 158.06 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 39,798 square feet, more or less.

FOUNDATION AREA SOUTH HALF:

BEGINNING at the most westerly corner of said Adjusted Parcel 3;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence easterly, leaving said common line of said Adjusted Parcel 3 the following ten (10) courses:

- 1) South 73°03'09" East, 158.06 feet;
- 2) South 81°15'52" East, 79.41 feet;
- 3) South 82°45'42" East, 93.84 feet;
- 4) South 79°05'31" East, 45.55 feet;
- 5) South 74°48'06" East, 182.51 feet;
- 6) South 76°43'21" East, 74.85 feet;
- 7) South 42°54'10" East, 52.69 feet;
- 8) South 60°57'57" East, 45.14 feet;
- 9) South 72°06'34" East, 65.21 feet;
- 10) South 87°26'18" East, 7.11 feet to a point on the easterly line of said parcel;

Page 2 of 9

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Exhibit 1



BKF Job No.: 19990039
October 19, 2018

Thence along said easterly line, the following two (2) courses:

- 1) South 02°18'33" East, 33.96 feet;
- 2) South 07°02'50" East, 16.39 feet;

Thence leaving said easterly line the following eleven (11) courses:

- 1) North 87°26'18" West, 19.46 feet;
- 2) North 72°06'34" West, 27.82 feet;
- 3) North 11°43'34" East, 44.37 feet;
- 4) North 78°16'26" West, 134.86 feet;
- 5) North 42°54'10" West, 7.66 feet;
- 6) North 76°43'21" West, 60.48 feet;
- 7) North 74°48'06" West, 181.47 feet;
- 8) North 79°05'31" West, 42.08 feet;
- 9) North 82°45'42" West, 92.89 feet;
- 10) North 81°15'52" West, 83.65 feet;
- 11) North 73°03'09" West, 109.27 feet to a point on the common line of said Adjusted Parcel 3 and said Parcel 1;

Thence along last said common line the following two (2) courses:

- 1) North 24°12'16" West, 28.43 feet;
- 2) North 32°42'56" West, 44.18 feet to the **TRUE POINT OF BEGINNING** of this description;

Containing an area of 35,173 square feet, more or less.

The following descriptions were taken from said Document Number 16666911:

All that certain real property in the City of San Jose and Santa Clara, County of Santa Clara, State of California, as described in the Lot Line Adjustment Grant Deed, Document Number 16475411, recorded September 12, 2002 in the office of the Recorder, County of Santa Clara, State of California containing an area of 69.917 ± acres.

OBSERVATION DECK

All that real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Adjusted Parcel 3, as said parcel is described in that certain grant deed filed for record on September 12, 2002 as Document No. 16475412, Santa Clara County Records and being more particularly described as follows:

AREA A:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses:

- 1) South 30°20'08" East, 65.17 feet;

Page 3 of 9

Exhibit 1



BKF Job No.: 19990039
October 19, 2018

- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

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

- 1) South 73°03'09" East, 109.27 feet;
- 2) South 81°15'52" East, 83.65 feet;

Thence South 82°45'42" East, 59.15 feet to the **TRUE POINT OF BEGINNING NO. 1;**

Thence North 11°43'37" East, 75.62 feet;

Thence South 78°16'26" East, 62.00 feet;

Thence South 11°43'34" West, 72.57 feet;

Thence North 79°05'31" West, 28.36 feet;

Thence North 82°45'42" West, 33.75 feet to the **TRUE POINT OF BEGINNING NO. 1,** and containing an area of 4,563 square feet, more or less.

AREA B:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses;

- 1) South 30°20'08" East, 65.17 feet;
- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

Thence leaving said line, South 73°03'09" East, 109.27 feet;

Thence South 81°15'52" East, 83.65 feet;

Thence South 82°45'42" East, 92.89 feet;

Thence South 79°05'31" East, 42.08 feet;

Thence South 74°48'06" East, 181.47 feet;

Thence South 76°43'21" East, 7.32 feet to the **TRUE POINT OF BEGINNING NO. 2;**

Thence North 11°43'37" East, 65.10 feet;

Thence South 78°16'26" East, 62.00 feet;

Thence South 11°43'34" West, 60.97 feet;

Thence South 78°16'26" East, 144.63 feet;

Thence South 11°43'34" West, 55.71 feet;

Thence North 72°06'34" West, 12.46 feet;

Thence North 11°43'34" East, 44.37 feet;

Thence North 78°16'26" West, 134.86 feet;

Thence North 42°54'10" West, 7.66 feet;

Thence North 76°43'21" West, 53.16 feet to the **TRUE POINT OF BEGINNING NO. 2,** and containing an area of 6,117 square feet, more or less.

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05

Exhibit 1



BKF Job No.: 19990039
October 19, 2018

The above descriptions were taken from that certain "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area; South Half)" document recorded on December 6, 2002 as Instrument No. 16666911 Official Records. The intent of this legal description to describe the identical parcel of land as originally granted as it exists within said Adjusted Parcel 3.

A plat showing the above described land is attached hereto as Exhibit B2 and made a part hereof as pages 6-9 of 9.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

David Jungmann, PLS 9267



October 19, 2018
DATE

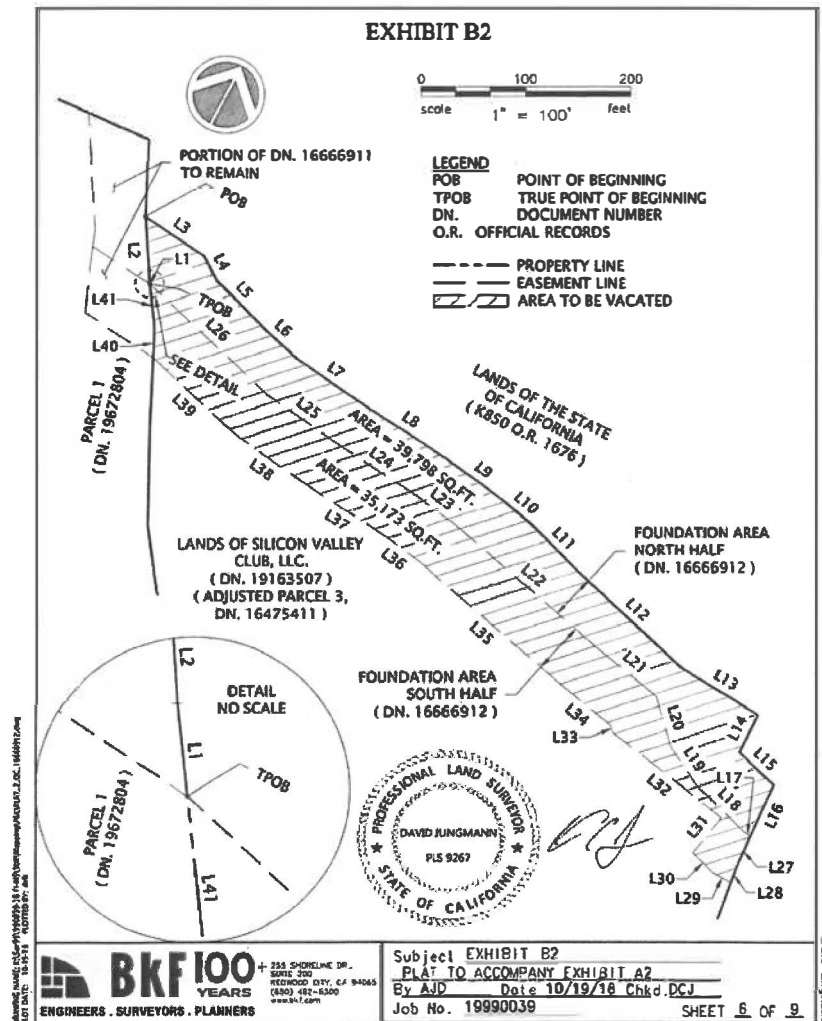
END OF DESCRIPTION

Page 5 of 9

Page 13 of 31

RL14299

Exhibit 1



Resolution No. 19-05

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	N32°42'56"W	0.92'	L24	N82°45'42"W	93.84'
L2	N30°20'08"W	65.17'	L25	N81°15'52"W	79.41'
L3	S82°20'07"E	68.50'	L26	N73°03'09"W	158.06'
L4	S54°15'22"E	27.00'	L27	S02°18'33"E	33.96'
L5	S70°38'49"E	49.81'	L28	S07°02'50"E	16.39'
L6	S73°23'04"E	59.48'	L29	N87°26'18"W	19.46'
L7	S81°35'32"E	75.31'	L30	N72°06'34"W	27.82'
L8	S82°58'30"E	98.24'	L31	N11°43'34"E	44.37'
L9	S79°23'48"E	70.70'	L32	N78°16'26"W	134.86'
L10	S74°39'29"E	32.14'	L33	N42°54'10"W	7.66'
L11	S70°25'39"E	64.21'	L34	N76°43'21"W	60.48'
L12	S73°05'21"E	137.50'	L35	N74°48'06"W	181.47'
L13	S85°10'07"E	89.45'	L36	N79°05'31"W	42.08'
L14	S00°01'36"W	41.00'	L37	N82°45'42"W	92.89'
L15	S73°20'32"E	46.66'	L38	N81°15'52"W	83.65'
L16	S02°18'33"E	55.15'	L39	N73°03'09"W	109.27'
L17	N87°26'18"W	7.11'	L40	N24°12'16"W	28.43'
L18	N72°06'34"W	65.21'	L41	N32°42'56"W	44.18'
L19	N60°57'57"W	45.14'			
L20	N42°54'10"W	52.69'			
L21	N76°43'21"W	74.85'			
L22	N74°48'06"W	182.51'			
L23	N79°05'31"W	45.55'			

Exhibit 1

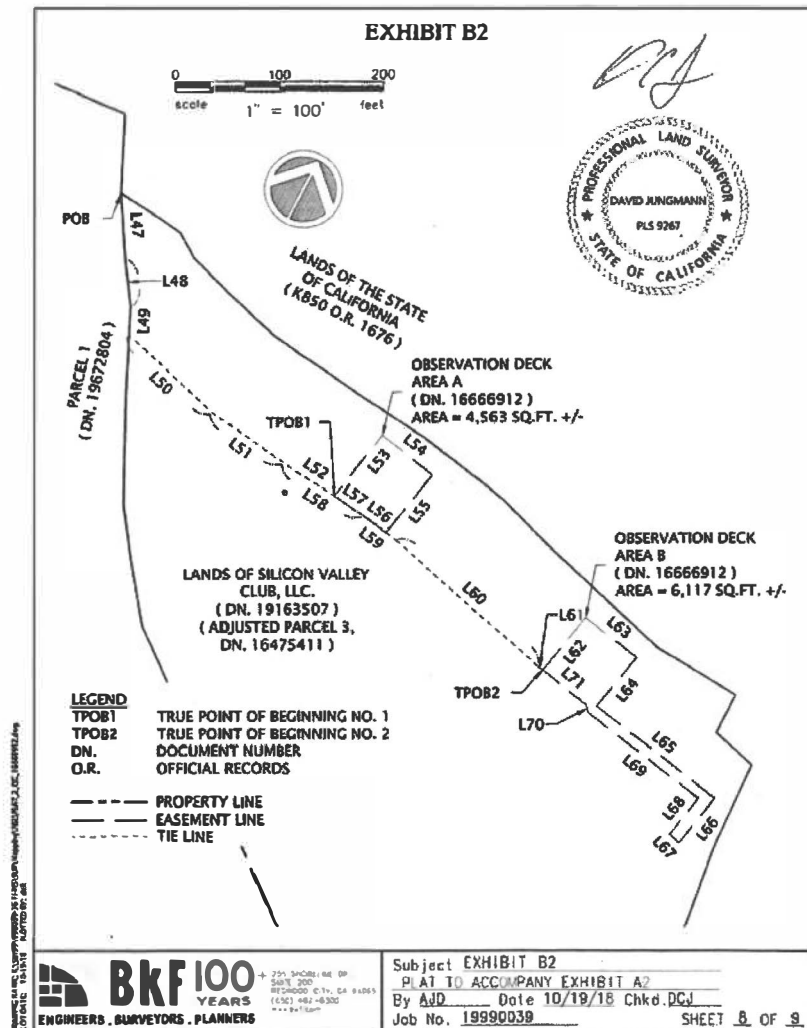


Exhibit 1

EXHIBIT B2					
LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L47	S30°20'08"E	65.17'	L61	S76°43'21"E	7.32'
L49	S24°12'16"E	28.43'	L62	N11°43'37"E	65.10'
L50	S73°03'09"E	109.27'	L63	S78°16'26"E	62.00'
L51	S81°15'52"E	83.65'	L64	S11°43'34"W	60.97'
L52	S82°45'42"E	59.15'	L65	S78°16'26"E	144.63'
L53	N11°43'37"E	75.62'	L66	S11°43'34"W	55.71'
L54	S78°16'26"E	62.00'	L67	N72°06'34"W	12.46'
L55	S11°43'34"W	72.57'	L68	N11°43'34"E	44.37'
L56	N79°05'31"W	28.36'	L69	N78°16'26"W	134.86'
L57	N82°45'42"W	33.75'	L70	N42°54'10"W	7.66'
L58	S82°45'42"E	92.89'	L71	N76°43'21"W	53.16'
L59	S79°05'31"E	42.08'			
L60	S74°48'06"E	181.47'			

BKF100 YEARS ENGINEERS SURVEYORS PLANNERS

BKF100
YEARS
ENGINEERS SURVEYORS PLANNERS

Subject EXHIBIT B2
PLAN TO ACCOMPANY EXHIBIT A2
By AJD Date 10/19/18 Chkd. DCJ
Job No. 19090039 SHEET 9 OF 9

BKF100 YEARS ENGINEERS SURVEYORS PLANNERS

Exhibit 1



BKF Job No: 19990039
October 19, 2018

**EXHIBIT A3
LEGAL DESCRIPTION**

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records and also being a portion of land as described in that certain document entitled, "Ingress – Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Item 13; Area 2 & Foundation Area; North Half)" recorded on December 6, 2002 as Instrument No. 16666911 of Official Records, and more particularly described as follows;

FOUNDATION AREA NORTH HALF:

BEGINNING at the westerly common corner of said Adjusted Parcel 3 and the Lands of the State of California as described in that certain document recorded on February 16, 1989 in Book K850 at Page 1676, Official Records of said county, being a point on the easterly line of Parcel 1 as described in that certain Grant Deed recorded on December 5, 2007, as Instrument No. 19672804 of Official Records of said county;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence northerly along the westerly line of said Adjusted Parcel 3 the following two (2) courses

- 1) North 32°42'56" West, 0.92 feet;
- 2) North 30°20'08" West, 65.17 feet to the said common corner;

Thence along the northerly common line of said Adjusted Parcel 3 and the said Lands of the State of California, the following thirteen (13) courses:

- 1) South 82°20'07" East, 68.50 feet;
- 2) South 54°15'22" East, 27.00 feet;
- 3) South 70°38'49" East, 49.81 feet;
- 4) South 73°23'04" East, 59.48 feet;
- 5) South 81°35'32" East, 75.31 feet;
- 6) South 82°58'30" East, 98.24 feet;
- 7) South 79°23'48" East, 70.70 feet;
- 8) South 74°39'29" East, 32.14 feet;
- 9) South 70°25'39" East, 64.21 feet;
- 10) South 73°05'21" East, 137.50 feet;

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Exhibit 1



BKF Job No.: 19990039
October 19, 2018

- 11) South 85°10'07" East, 89.45 feet;
- 12) South 00°01'36" West, 41.00 feet;
- 13) South 73°20'32" East, 46.66 feet to the easterly line of said Adjusted Parcel 3;

Thence along said easterly line, South 02°18'33" East, 55.15 feet;

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

- 1) North 87°26'18" West, 7.11 feet;
- 2) North 72°06'34" West, 65.21 feet;
- 3) North 60°57'57" West, 45.14 feet;
- 4) North 42°54'10" West, 52.69 feet;
- 5) North 76°43'21" West, 74.85 feet;
- 6) North 74°48'06" West, 182.51 feet;
- 7) North 79°05'31" West, 45.55 feet;
- 8) North 82°45'42" West, 93.84 feet;
- 9) North 81°15'52" West, 79.41 feet;
- 10) North 73°03'09" West, 158.06 feet to the **TRUE POINT OF BEGINNING** of this description.

Containing an area of 39,798 square feet, more or less.

FOUNDATION AREA SOUTH HALF:

BEGINNING at the most westerly corner of said Adjusted Parcel 3;

Thence southerly along the common line of said Adjusted Parcel 3 and said Parcel 1, South 30°20'08" East, 65.17 feet;

Thence continuing along said common line, South 32°42'56" East, 0.92 feet to the **TRUE POINT OF BEGINNING** of this description;

Thence easterly, leaving said common line of said Adjusted Parcel 3 the following ten (10) courses:

- 1) South 73°03'09" East, 158.06 feet;
- 2) South 81°15'52" East, 79.41 feet;
- 3) South 82°45'42" East, 93.84 feet;
- 4) South 79°05'31" East, 45.55 feet;
- 5) South 74°48'06" East, 182.51 feet;
- 6) South 76°43'21" East, 74.85 feet;
- 7) South 42°54'10" East, 52.69 feet;
- 8) South 60°57'57" East, 45.14 feet;
- 9) South 72°06'34" East, 65.21 feet;
- 10) South 87°26'18" East, 7.11 feet to a point on the easterly line of said parcel;

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Exhibit 1



ENGINEERS . SURVEYORS . PLANNERS *Advancing Built and Infrastructure*

BKF Job No.: 19990039
October 19, 2018

Thence along said easterly line, the following two (2) courses:

- 1) South 02°18'33" East, 33.96 feet;
- 2) South 07°02'50" East, 16.39 feet;

Thence leaving said easterly line the following eleven (11) courses:

- 1) North 87°26'18" West, 19.46 feet;
- 2) North 72°06'34" West, 27.82 feet;
- 3) North 11°43'34" East, 44.37 feet;
- 4) North 78°16'26" West, 134.86 feet;
- 5) North 42°54'10" West, 7.66 feet;
- 6) North 76°43'21" West, 60.48 feet;
- 7) North 74°48'06" West, 181.47 feet;
- 8) North 79°05'31" West, 42.08 feet;
- 9) North 82°45'42" West, 92.89 feet;
- 10) North 81°15'52" West, 83.65 feet;
- 11) North 73°03'09" West, 109.27 feet to a point on the common line of said Adjusted Parcel 3 and said Parcel 1;

Thence along last said common line the following two (2) courses:

- 1) North 24°12'16" West, 28.43 feet;
- 2) North 32°42'56" West, 44.18 feet to the **TRUE POINT OF BEGINNING** of this description:

Containing an area of 35,173 square feet, more or less.

The following descriptions were taken from said Document Number 16666911:

All that certain real property in the City of San Jose and Santa Clara, County of Santa Clara, State of California, as described in the Lot Line Adjustment Grant Deed, Document Number 16475411, recorded September 12, 2002 in the office of the Recorder, County of Santa Clara, State of California containing an area of 69.917 ± acres.

OBSERVATION DECK

All that real property situate in the City of San Jose, County of Santa Clara, State of California, being a portion of Adjusted Parcel 3, as said parcel is described in that certain grant deed filed for record on September 12, 2002 as Document No. 16475412, Santa Clara County Records and being more particularly described as follows:

AREA A:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses;

- 1) South 30°20'08" East, 65.17 feet;

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Exhibit 1



BKF Job No.: 19990039
October 19, 2018

- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

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

- 1) South 73°03'09" East, 109.27 feet;
- 2) South 81°15'52" East, 83.65 feet;

Thence South 82°45'42" East, 59.15 feet to the **TRUE POINT OF BEGINNING NO. 1:**

Thence North 11°43'37" East, 75.62 feet;

Thence South 78°16'26" East, 62.00 feet;

Thence South 11°43'34" West, 72.57 feet;

Thence North 79°05'31" West, 28.36 feet;

Thence North 82°45'42" West, 33.75 feet to the **TRUE POINT OF BEGINNING NO. 1**, and containing an area of 4,563 square feet, more or less.

AREA B:

BEGINNING at the most northerly corner of said parcel; thence along the westerly line of said parcel the following three (3) courses:

- 1) South 30°20'08" East, 65.17 feet;
- 2) South 32°42'56" East, 45.10 feet;
- 3) South 24°12'16" East, 28.43 feet;

Thence leaving said line, South 73°03'09" East, 109.27 feet;

Thence South 81°15'52" East, 83.65 feet;

Thence South 82°45'42" East, 92.89 feet;

Thence South 79°05'31" East, 42.08 feet;

Thence South 74°48'06" East, 181.47 feet;

Thence South 76°43'21" East, 7.32 feet to the **TRUE POINT OF BEGINNING NO. 2:**

Thence North 11°43'37" East, 65.10 feet;

Thence South 78°16'26" East, 62.00 feet;

Thence South 11°43'34" West, 60.97 feet;

Thence South 78°16'26" East, 144.63 feet;

Thence South 11°43'34" West, 55.71 feet;

Thence North 72°06'34" West, 12.46 feet;

Thence North 11°43'34" East, 44.37 feet;

Thence North 78°16'26" West, 134.86 feet;

Thence North 42°54'10" West, 7.66 feet;

Thence North 76°43'21" West, 53.16 feet to the **TRUE POINT OF BEGINNING NO. 2**, and containing an area of 6,117 square feet, more or less.

Exhibit 1



BKF Job No.: 19990039
October 19, 2018

The above descriptions were taken from that certain "Ingress - Egress, Environmental Improvement EASEMENT AGREEMENT and DEED (Foundation Area; South Half)" document recorded on December 6, 2002 as Instrument No. 16666911 Official Records. The intent of this legal description to describe the identical parcel of land as originally granted as it exists within said Adjusted Parcel 3.

A plat showing the above described land is attached hereto as Exhibit B3 and made a part hereof as pages 6-9 of 9.

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.

David Jungmann, PLS 9267



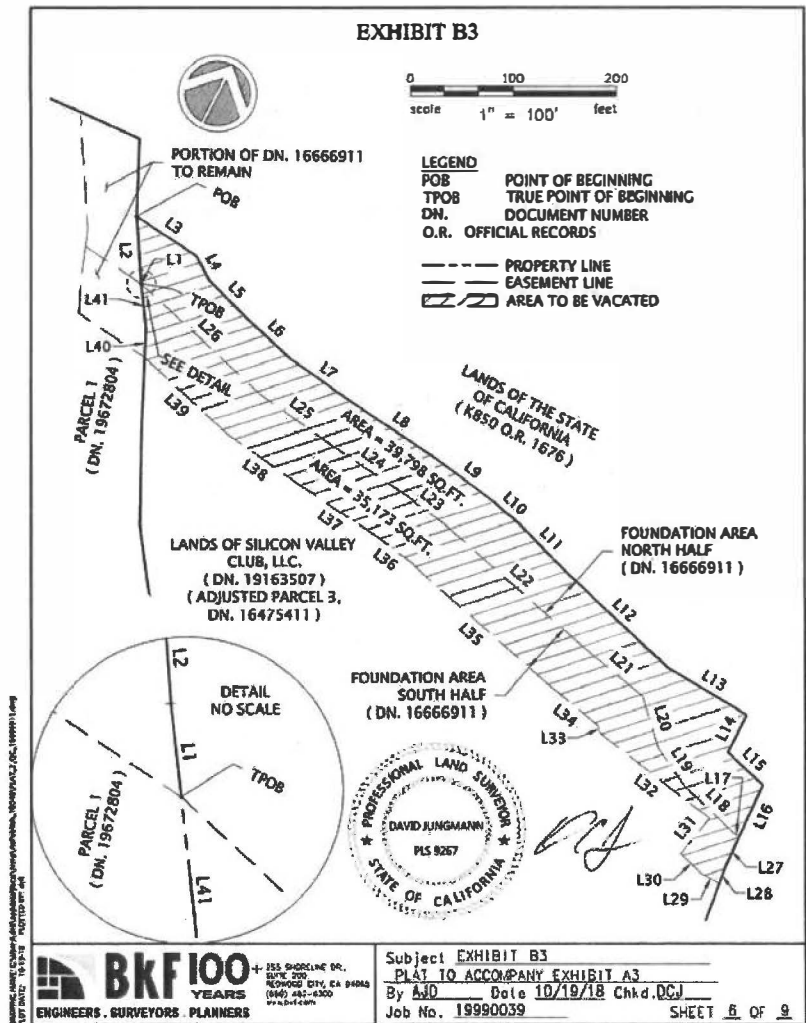
October 19, 2018
DATE

END OF DESCRIPTION

Page 5 of 9

Page 22 of 31

Exhibit 1



APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05

Exhibit 1

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L1	N32°42'56"W	0.92'	L24	N82°45'42"W	93.84'
L2	N30°20'08"W	65.17'	L25	N81°15'52"W	79.41'
L3	S82°20'07"E	68.50'	L26	N73°03'09"W	158.06'
L4	S54°15'22"E	27.00'	L27	S02°18'33"E	33.96'
L5	S70°38'49"E	49.81'	L28	S07°02'50"E	16.39'
L6	S73°23'04"E	59.48'	L29	N87°26'18"W	19.46'
L7	S81°35'32"E	75.31'	L30	N72°06'34"W	27.82'
L8	S82°58'30"E	98.24'	L31	N11°43'34"E	44.37'
L9	S79°23'48"E	70.70'	L32	N78°16'26"W	134.86'
L10	S74°39'29"E	32.14'	L33	N42°54'10"W	7.66'
L11	S70°25'39"E	64.21'	L34	N76°43'21"W	60.48'
L12	S73°05'21"E	137.50'	L35	N74°48'06"W	181.47'
L13	S85°10'07"E	89.45'	L36	N79°05'31"W	42.08'
L14	S00°01'36"W	41.00'	L37	N82°45'42"W	92.89'
L15	S73°20'32"E	46.66'	L38	N81°15'52"W	83.65'
L16	S02°18'33"E	55.15'	L39	N73°03'09"W	109.27'
L17	N87°26'18"W	7.11'	L40	N24°12'16"W	28.43'
L18	N72°06'34"W	65.21'	L41	N32°42'56"W	44.18'
L19	N60°57'57"W	45.14'			
L20	N42°54'10"W	52.69'			
L21	N76°43'21"W	74.85'			
L22	N74°48'06"W	182.51'			
L23	N79°05'31"W	45.55'			

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BKF100
YEARS
ENGINEERS . SURVEYORS . PLANNERS

255 BAYVIEW DR.
CLAY CITY, CA 95926
(916) 482-8300
www.bkf.com

Subject EXHIBIT B3

PLAT TO ACCOMPANY EXHIBIT A3

By A40 Date 10/19/18 Chkd. DCJ

Job No. 19990039

SHEET 7 OF 9

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05

Exhibit 1

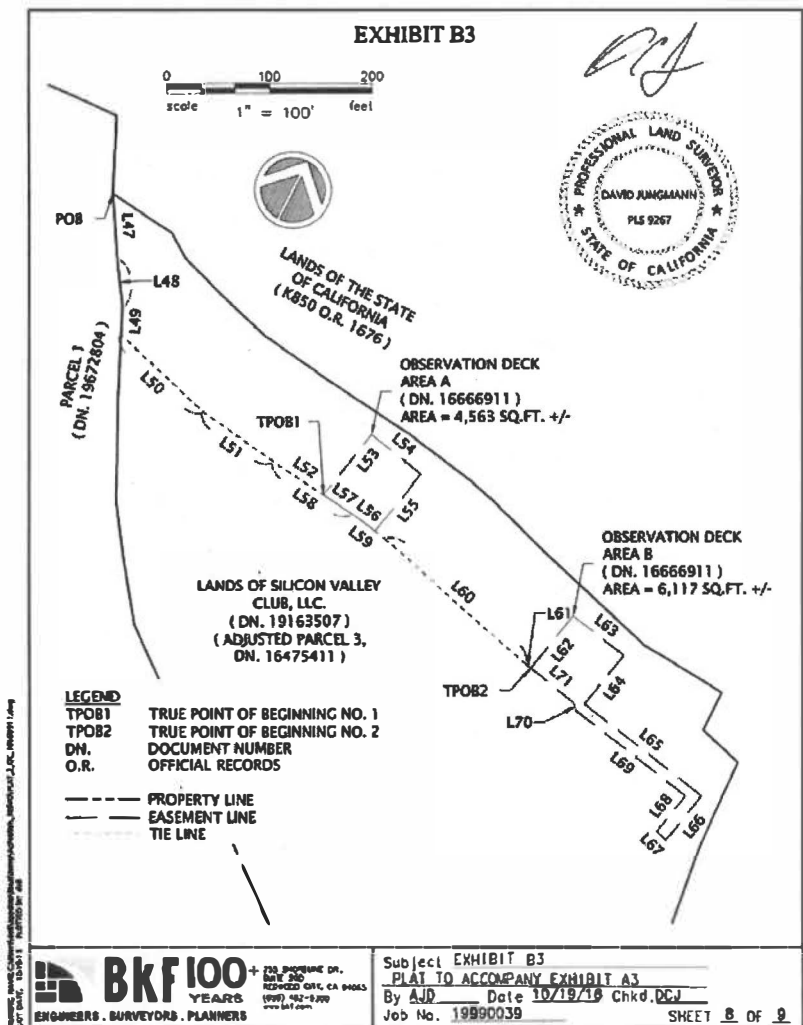


Exhibit 1

LINE TABLE			LINE TABLE		
LINE NO.	DIRECTION	LENGTH	LINE NO.	DIRECTION	LENGTH
L47	S30°20'08"E	65.17'	L61	S76°43'21"E	7.32'
L49	S24°12'16"E	28.43'	L62	N11°43'37"E	65.10'
L50	S73°03'09"E	109.27'	L63	S78°16'26"E	62.00'
L51	S81°15'52"E	83.85'	L64	S11°43'34"W	60.97'
L52	S82°45'42"E	59.15'	L65	S78°16'26"E	144.63'
L53	N11°43'37"E	75.62'	L66	S11°43'34"W	55.71'
L54	S78°16'26"E	62.00'	L67	N72°06'34"W	12.46'
L55	S11°43'34"W	72.57'	L68	N11°43'34"E	44.37'
L56	N79°05'31"W	28.36'	L69	N78°16'26"W	134.86'
L57	N82°45'42"W	33.75'	L70	N42°54'10"W	7.66'
L58	S82°45'42"E	92.89'	L71	N76°43'21"W	53.16'
L59	S79°05'31"E	42.08'			
L60	S74°48'06"E	181.47'			

11943misc_1-14-2020_ResolutionSilicon ValleyClubLLC.dwg
 10/19/2018 10:34:18
 10/19/2018 10:34:18

BKF100 + 505 940-0100 (LINE DR.)
 10 YEARS 811 1-800-451-1234
 ENGINEERS, SURVEYORS, PLANNERS

Subject EXHIBIT B3
 PLAT TO ACCOMPANY EXHIBIT A3
 By AJD Date 10/19/18 Chkd. DCJ
 Job No. 19990039 SHEET 9 OF 9

Exhibit 2



BKF Job No.: 19990039
August 29, 2018

**EXHIBIT A
LEGAL DESCRIPTION**

Being a portion of that land situate within the City of San Jose, Santa Clara County, State of California, lying within Adjusted Parcel 3 as described in that certain Grant Deed, recorded October 16, 2006, as Instrument No. 19163507, Official Records, said parcel also described in that certain Grant Deed given to effect a Lot Line Adjustment, recorded September 12, 2002, as Instrument No. 16475412, Official Records, more particularly described as follows;

BEGINNING at the westerly common corner of said Adjusted Parcel 3 and the Lands of the State of California as described in that certain document recorded on February 16, 1989 in Book K850 at Page 1676, Official Records of said county, being a point on the easterly line of Parcel 1 as described in that certain Grant Deed recorded on December 5, 2007, as Instrument No. 19672804 Official Records of said county;

Thence leaving said common corner along the common line of said Adjusted Parcel 3 and the said lands of the State of California the following thirteen (13) courses:

- 1) South 82° 20' 07" East, 68.50 feet;
- 2) South 54° 15' 22" East, 27.00 feet;
- 3) South 70° 38' 49" East, 49.81 feet;
- 4) South 73° 23' 04" East, 59.48 feet;
- 5) South 81° 35' 32" East, 75.31 feet;
- 6) South 82° 58' 30" East, 98.24 feet;
- 7) South 79° 23' 48" East, 70.70 feet;
- 8) South 74° 39' 29" East, 32.14 feet;
- 9) South 70° 25' 39" East, 64.21 feet;
- 10) South 73° 05' 21" East, 137.50 feet;
- 11) South 85° 10' 07" East, 89.45 feet;
- 12) South 00° 01' 36" West, 41.00 feet;
- 13) South 73° 20' 32" East, 46.66 feet, to a point on the easterly line of said Adjusted Parcel 3;

Thence continuing along said easterly line the following two (2) courses:

- 1) South 02° 18' 33" East, 89.12 feet;
- 2) South 07° 02' 50" East, 9.28 feet;

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

- 1) South 82° 56' 14" West, 48.00 feet;
- 2) North 07° 02' 50" West, 23.67 feet, to the beginning of a curve to the left, having a radius of 25.00 feet;

Thence along said curve, through a central angle of 52°56'08", an arc distance of 23.10 feet, to the beginning of a reverse curve, having a radius of 35.00 feet;

Page 1 of 5

Exhibit 2



BKF Job No.: 19990039
August 29, 2018

Thence along said curve, through a central angle of 67°39'21", an arc distance of 41.33 feet, to the beginning of a reverse curve, having a radius of 25.00 feet;

Thence along said curve, through a central angle of 56°14'50", an arc distance of 24.54 feet, to the beginning of a compound curve, having a radius of 112.00 feet;

Thence along said curve, through a central angle of 37°24'28", an arc distance of 73.12 feet;

Thence North 86° 17' 18" West, 66.36 feet;

Thence South 51°11' 38" West, 27.37 feet;

Thence North 86°17' 23" West, 11.33 feet, to the beginning of a curve to the right, having a radius of 264.50 feet;

Thence along said curve to the right, through a central angle of 16°53'43", an arc distance of 78.00 feet thereon;

Thence North 69° 23' 40" West, 106.22 feet, to the beginning of a curve to the left, having a radius of 33.50 feet;

Thence along said curve to the left, through a central angle of 59°24'42", an arc distance of 34.74 feet thereon;

Thence South 51°11'38" West, 22.82 feet;

Thence North 76°08'38" West, 151.32 feet;

Thence North 66°30'54" West, 49.85 feet;

Thence South 68°23'51" West, 26.03 feet;

Thence South 65°00'16" West, 22.85 feet, to a point on the common line of said Adjusted Parcel 3 and said Parcel 1;

Thence continuing along said common line the following three (3) courses:

1) North 24°12'16" West, 55.40 feet;

2) North 32°42'56" West, 45.10 feet;

3) North 30°20'08" West, 65.17 feet, to the **POINT OF BEGINNING** of this description;

Containing an area of 66,872 square feet, more or less

A plat of this description, entitled "EXHIBIT B, Plat to Accompany Exhibit A", is attached hereto and made a part hereof as pages 3 & 4 of 4.

APPROVING THE EXCHANGE OF REAL PROPERTY RIGHTS WITH SILICON VALLEY CLUB, LLC

Resolution No. 19-05

Exhibit 2



BKF Job No.: 19990039
August 29, 2018

This legal description was prepared by me or under my direction in conformance with the requirements of the Professional Land Surveyors' Act.


David Jungmann, PLS 9267



SEPTEMBER 5, 2018
DATE

END OF DESCRIPTION

Exhibit 2

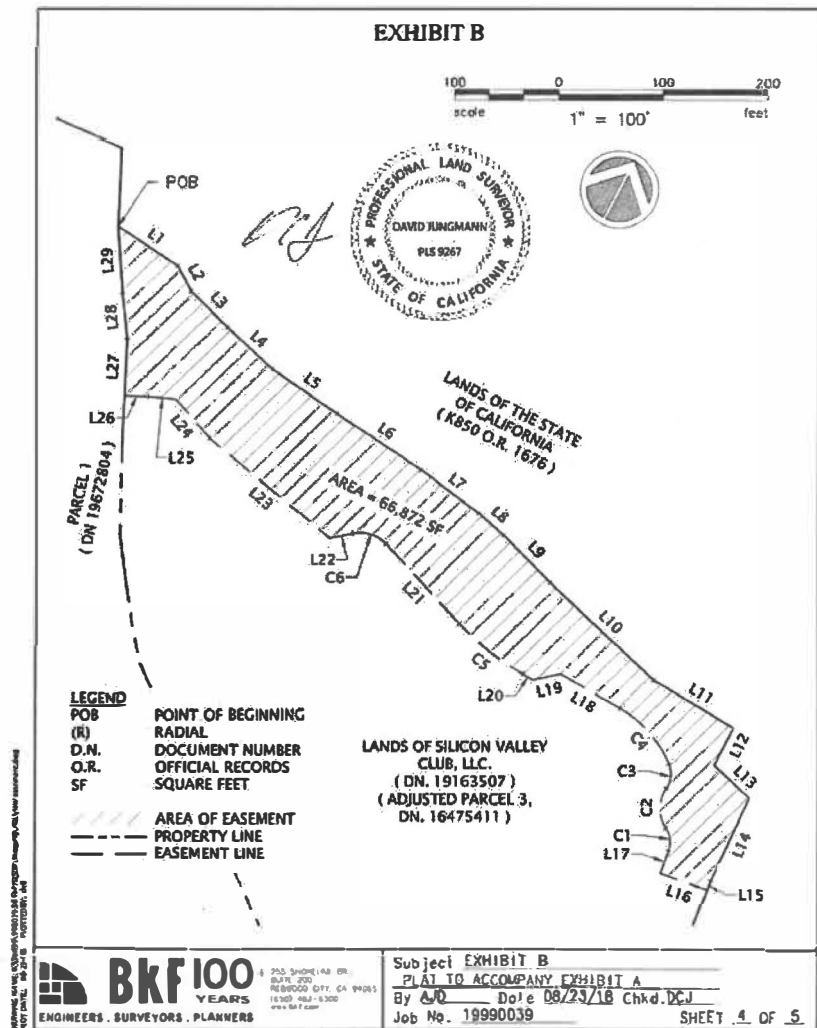

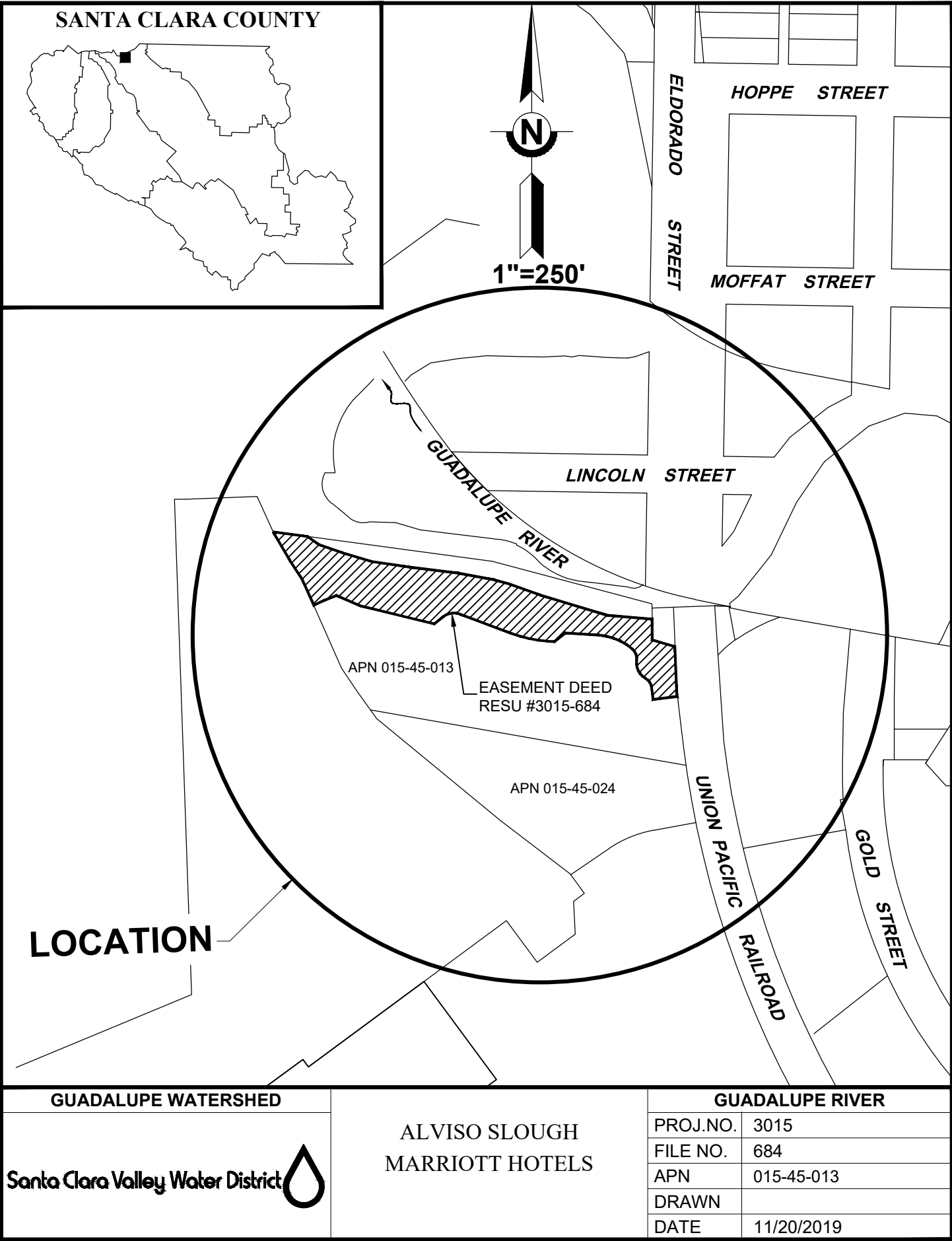


Exhibit 2

EXHIBIT B			
LINE TABLE			
LINE NO.	LENGTH	DIRECTION	
L1	68.50'	S82°20'07"E	
L2	27.00'	S54°15'22"E	
L3	49.81'	S70°38'49"E	
L4	59.48'	S73°23'04"E	
L5	75.31'	S81°35'32"E	
L6	98.24'	S82°58'30"E	
L7	70.70'	S79°23'48"E	
L8	32.14'	S74°39'29"E	
L9	64.21'	S70°25'39"E	
L10	137.50'	S73°05'21"E	
L11	89.45'	S85°10'07"E	
L12	41.00'	S00°01'36"W	
L13	46.66'	S73°20'32"E	
L14	89.12'	S02°18'33"E	
L15	9.28'	S07°02'50"E	
L16	48.00'	S82°56'14"W	
L17	23.67'	N07°02'50"W	
L18	66.36'	N86°17'18"W	
L19	27.37'	S51°11'38"W	
L20	11.33'	N86°17'23"W	
LINE TABLE			
LINE NO.	LENGTH	DIRECTION	
L21	106.22'	N69°23'40"W	
L22	22.82'	S51°11'38"W	
L23	151.32'	N76°08'38"W	
L24	49.85'	N66°30'54"W	
L25	26.03'	S68°23'51"W	
L26	22.85'	S65°00'16"W	
L27	55.40'	N24°12'16"W	
L28	45.10'	N32°42'56"W	
L29	65.17'	N30°20'08"W	
CURVE TABLE			
CURVE NO.	LENGTH	RADIUS	DELTA
C1	23.10'	25.00'	52°56'08"
C2	41.33'	35.00'	67°39'21"
C3	24.54'	25.00'	56°14'50"
C4	73.12'	112.00'	37°24'28"
C5	78.00'	264.50'	16°53'43"
C6	34.74'	33.50'	59°24'42"
 BKF100 YEARS ENGINEERS, SURVEYORS, PLANNERS			Subject EXHIBIT B PLAT TO ACCOMPANY EXHIBIT A By AJD Date 08/23/18 Chkd. DCJ Job No. 1899-0039-100 SHEET 5 OF 5

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Secretary of State
Statement of Information
(Limited Liability Company)

LLC-12

17-B15040

FILED

In the office of the Secretary of State
of the State of California

OCT 20, 2017

This Space For Office Use Only

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

SILICON VALLEY CLUB, LLC

2. 12-Digit Secretary of State File Number

201713610534

3. State, Foreign Country or Place of Organization (only if formed outside of California)

DELAWARE

4. Business Addresses

a. Street Address of Principal Office - Do not list a P.O. Box

579 Clyde Avenue, Suite 340

City (no abbreviations)

Mountain View

State

CA

Zip Code

94043

b. Mailing Address of LLC, if different than item 4a

579 Clyde Avenue, Suite 340

City (no abbreviations)

Mountain View

State

CA

Zip Code

94043

c. Street Address of California Office, if item 4a is not in California - Do not list a P.O. Box

579 Clyde Avenue, Suite 340

City (no abbreviations)

Mountain View

State

CA

Zip Code

94043

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete items 5a and 5c (leave item 5b blank). If the manager/member is an entity, complete items 5b and 5c (leave item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

5. Manager(s) or Member(s)

a. First Name, if an individual - Do not complete item 5b

Middle Name

Last Name

Suffix

b. Entity Name - Do not complete item 5a

SVC America Center Hotel, LLC

c. Address

579 Clyde Avenue, Suite 340

City (no abbreviations)

Mountain View

State

CA

Zip Code

94043

6. Service of Process (Must provide either individual OR Corporation.)

INDIVIDUAL — Complete items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)

Devang

Middle Name

Last Name

Shah

Suffix

b. Street Address (if agent is not a corporation) - Do not enter a P.O. Box

18800 Bella Vista

City (no abbreviations)

Saratoga

State

CA

Zip Code

95070

CORPORATION — Complete item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

Hotel

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

9. The information contained herein, including any attachments, is true and correct.

10/20/2017

Devang Shah

SpringHill Suites by Marriott

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:

Address:

City/State/Zip:

Attachment 4

Page 1 of 5

17-338121



**Secretary of State
Statement of Information
(Limited Liability Company)**

42

LLC-12

FILED
Secretary of State
State of California

MAY 04 2017

IMPORTANT — Read instructions before completing this form.

Filing Fee — \$20.00

**Copy Fees — First page \$1.00; each attachment page \$0.50;
Certification Fee — \$5.00 plus copy fees**

NE This Space For Office Use Only

1. Limited Liability Company Name (Enter the exact name of the LLC. If you registered in California using an alternate name, see instructions.)

SVC America Center Hotel, LLC

2. 12-Digit Secretary of State File Number

201711710509

3. State, Foreign Country or Place of Organization (only if formed outside of California)

4. Business Addresses

a. Street Address of Principal Office — Do not list a P.O. Box

579 Clyde Avenue, Suite 340

City (no abbreviations)

Mountain View

State

CA

Zip Code

94043

b. Mailing Address of LLC, if different than Item 4a

City (no abbreviations)

State

Zip Code

c. Street Address of California Office, if Item 4a is not in California — Do not list a P.O. Box

City (no abbreviations)

State

CA

Zip Code

5. Manager(s) or Member(s)

If no managers have been appointed or elected, provide the name and address of each member. At least one name and address must be listed. If the manager/member is an individual, complete Items 5a and 5c (leave Item 5b blank). If the manager/member is an entity, complete Items 5b and 5c (leave Item 5a blank). Note: The LLC cannot serve as its own manager or member. If the LLC has additional managers/members, enter the name(s) and addresses on Form LLC-12A (see instructions).

a. First Name, if an individual — Do not complete Item 5b

Devang

Middle Name

Last Name

Shah

Suffix

b. Entity Name — Do not complete Item 5a

c. Address

18800 Bella Vista

City (no abbreviations)

Saratoga

State

CA

Zip Code

95070

6. Service of Process (Must provide either individual OR Corporation.)

INDIVIDUAL — Complete Items 6a and 6b only. Must include agent's full name and California street address.

a. California Agent's First Name (if agent is not a corporation)

Devang

Middle Name

Last Name

Shah

Suffix

b. Street Address (if agent is not a corporation) — Do not enter a P.O. Box

579 Clyde Avenue, Suite 340

City (no abbreviations)

Mountain View

State

CA

Zip Code

94043

CORPORATION — Complete Item 6c only. Only include the name of the registered agent Corporation.

c. California Registered Corporate Agent's Name (if agent is a corporation) — Do not complete Item 6a or 6b

7. Type of Business

a. Describe the type of business or services of the Limited Liability Company

Real Estate Investment

8. Chief Executive Officer, if elected or appointed

a. First Name

Middle Name

Last Name

Suffix

b. Address

City (no abbreviations)

State

Zip Code

9. The information contained herein, including any attachments, is true and correct.

05/03/2017

Devang Shah

Manager

Date

Type or Print Name of Person Completing the Form

Title

Signature

Return Address (Optional) (For communication from the Secretary of State related to this document, or if purchasing a copy of the filed document enter the name of a person or company and the mailing address. This information will become public when filed. SEE INSTRUCTIONS BEFORE COMPLETING.)

Name:

Company:


Address:

City/State/Zip:

Attachment 4

Page 2 of 5

17-338121

 Attachment to Statement of Information (Limited Liability Company)	LLC-12A Attachment
A. Limited Liability Company Name <div style="font-size: 1.2em; margin-top: 10px;">SVC America Center Hotel, LLC</div>	
This Space For Office Use Only	
B. 12-Digit Secretary of State File Number <div style="font-size: 1.2em; margin-top: 10px;">201711710509</div>	C. State or Place of Organization (only if formed outside of California)

D. List of Additional Manager(s) or Member(s) - If the manager/member is an individual, enter the individual's name and address. If the manager/member is an entity, enter the entity's name and address. Note: The LLC cannot serve as its own manager or member.

2a. First Name - Do not complete item 2b Krishna	Middle Name	Last Name Jhaveri	Suffix
2b. Entity Name - Do not complete item 2a			
2c. Address 960 Bluebonnet Drive	City (no abbreviations) Sunnyvale		State CA Zip Code 94086
3a. First Name - Do not complete item 3b Ashok	Middle Name	Last Name Killer	Suffix
3b. Entity Name - Do not complete item 3a			
3c. Address 12800 Clausen Court	City (no abbreviations) Los Altos		State CA Zip Code 94022
4a. First Name - Do not complete item 4b	Middle Name	Last Name	Suffix
4b. Entity Name - Do not complete item 4a			
4c. Address	City (no abbreviations)		State Zip Code
5a. First Name - Do not complete item 5b	Middle Name	Last Name	Suffix
5b. Entity Name - Do not complete item 5a			
5c. Address	City (no abbreviations)		State Zip Code
6a. First Name - Do not complete item 6b	Middle Name	Last Name	Suffix
6b. Entity Name - Do not complete item 6a			
6c. Address	City (no abbreviations)		State Zip Code
7a. First Name - Do not complete item 7b	Middle Name	Last Name	Suffix
7b. Entity Name - Do not complete item 7a			
7c. Address	City (no abbreviations)		State Zip Code
8a. First Name - Do not complete item 8b	Middle Name	Last Name	Suffix
8b. Entity Name - Do not complete item 8a			
8c. Address	City (no abbreviations)		State Zip Code

2/2



State of California
Secretary of State

Certificate of Conversion

CONV-1A

File # 200628510078

FILED JLR

Secretary of State
State of California

MAY 16 2017

IMPORTANT — Read all instructions before completing this form.

This Space For Filing Use Only

Converted Entity Information

1. Name of Converted Entity Silicon Valley Club, LLC			
2. Form of Entity Limited Liability Company		3. Jurisdiction Delaware	
4. Mailing Address of Chief Executive Office		City	State Zip Code
5. Street Address of Chief Executive Office - Do not list a P.O. Box 579 Clyde Avenue, Suite 340, Mountain View, CA 95070		City	State Zip Code
6. Street Address of the California Office, if any - Do not list a P.O. Box		City	State Zip Code CA
7. If the converting entity is a California corporation, limited liability company, limited partnership or general partnership, you must designate an agent for service of process: Item 7a: List the name of an individual or a corporation registered in CA under California Corporations Code section 1505 that agrees to be your agent for service of process. You may not list the converted entity as the agent. Item 7b: If the agent is an individual, list the agent's business or residential street address. Item 7c: If the agent is an individual, list the mailing address of the converted entity's agent. Do not list an address if the agent is a California registered corporate agent as the address for service of process is already on file.			
a. Name of Agent For Service of Process Devang Shah			
b. If an individual, Street Address of Agent for Service of Process - Do not list a P.O. Box 579 Clyde Avenue, Suite 340, Mountain View, CA 94043		City	State Zip Code
c. If an individual, Mailing Address of Agent for Service of Process 579 Clyde Avenue, Suite 340, Mountain View, CA 94043		City	State Zip Code

Converting Entity Information

8. Name of Converting Entity Silicon Valley Club, LLC								
9. Form of Entity Limited Liability Company	10. Jurisdiction California	11. CA Secretary of State File Number, if any 200628510078						
12. The principal terms of the plan of conversion were approved by a vote of the number of interests or shares of each class that equaled or exceeded the vote required. If a vote was required, the following was required for each class: <table border="0"><tr><td><u>The class and number of outstanding interests entitled to vote.</u></td><td>AND</td><td><u>The percentage vote required of each class.</u></td></tr><tr><td>Common Class (no other classes)</td><td></td><td>100%</td></tr></table>			<u>The class and number of outstanding interests entitled to vote.</u>	AND	<u>The percentage vote required of each class.</u>	Common Class (no other classes)		100%
<u>The class and number of outstanding interests entitled to vote.</u>	AND	<u>The percentage vote required of each class.</u>						
Common Class (no other classes)		100%						

Additional Information

13. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made part of this certificate.	
14. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct of my own knowledge. I declare I am the person who executed this instrument, which execution is my act and deed. 05/12/2017 Date Signature of Authorized Person Signature of Authorized Person	
Devang Shah, Manager Type or Print Name and Title of Authorized Person Krishna Jhaveri, Manager Type or Print Name and Title of Authorized Person	

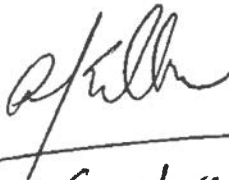
CERTIFICATE OF CONVEYANCE IN

CONV-1A

200628510078

14 . I Certify under penalty of Perjury
Under laws of the STATE OF CALIFORNIA
THAT THE FOREGOING IS TRUE AND CORRECT
OF MY OWN KNOWLEDGE. I declare
I AM THE PERSON WHO EXECUTED THIS
INSTRUMENT, WHICH EXECUTION IS MY ACT AND DEED

DATE 5/16/2017



Signature of AUTHORIZED PERSON

Ashok Killer, MANAGER
NAME. TITLE

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Santa Clara Valley Water District

File No.: 20-0036

Agenda Date: 1/28/2020

Item No.: 3.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Deny Claim of Kiara Jones.

RECOMMENDATION:

Deny the claim.

SUMMARY:

The District received a claim on December 5, 2019 from Gilroy resident, Kiara Jones. Claimant resides at 200 East 10th St. The claimant works for Creative Security Company and was providing security at Stevens Creek Dam at the time of the incident.

On the morning of December 5, the claimant's car was parked near the front gate of the Stevens Creek Dam. A District employee needed access to the road on top of the dam, but a gate was lying on its side in his way. The employee asked the claimant to help move the gate while he backed up and then drove onto the dam. The claimant left the scene on foot to continue her work duties and was not aware of vehicle damage until she returned later during her work shift. She asserts the District driver caused the damage, "because the hole (in her car) wasn't there this morning, as is there now." Claimant believes that the District employee must have caused the damage.

The claimant is seeking reimbursement for an unspecified amount for the repair of her vehicle.

Risk Management has performed an investigation and determined the District is not responsible for the damage to the claimant's vehicle, in that there is no evidence that District vehicle hit the claimant's car. First, at the time of the incident, the claimant was standing in proximity to her vehicle. Given the damage to the vehicle (including gashes and a hole), either she or the District employee would have heard or seen impact to the claimant's vehicle had there been any. Second, an examination of the District vehicle shows no paint transfer, which would have occurred had there been impact. Last, the height of the bumper of the District vehicle is lower than the main damage to the claimant's vehicle. Based on these facts, staff has concluded that the District vehicle did not cause the damages in question.

Therefore, there is no liability on the part of the District, and staff recommends that the claim be denied.

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: Claim

UNCLASSIFIED MANAGER:

Stan Yamamoto, 408-630-2755



CLAIM AGAINST THE SANTA CLARA VALLEY WATER DISTRICT
California Government Code Sections 900 and following

Page 1 of 2

The completed form can be mailed, sent electronically or hand delivered. Mail or deliver to: Clerk of the Board Santa Clara Valley Water District-HQ 5700 Almaden Expressway San Jose, CA 95118 Or submit the completed form electronically to: clerkoftheboard@valleywater.org	Clerk of the Board's Date Stamp 19 DEC 5 AM 8:22	
	For SCVWD Use Only	
	Date Received:	ROUTING
	<input type="checkbox"/> Via U.S. Mail:	<input checked="" type="checkbox"/> CEO:
	<input type="checkbox"/> Hand Delivered:	<input checked="" type="checkbox"/> District Counsel
	<input type="checkbox"/> E-mail:	<input checked="" type="checkbox"/> Risk Management
<input type="checkbox"/> Other: _____	<input checked="" type="checkbox"/> COB	
	<input checked="" type="checkbox"/> BOD (District #): 1	

With certain exceptions, claims for personal injury or property damage MUST be filed within six months of the incident giving rise to the claim. Claimant must complete each section. If information is unknown, write "unknown" in the appropriate box. Please use additional pages if necessary. Please attach itemized receipts, witness statements, photos and all other documentation that you believe will be helpful to process your claim. Claimant **MUST** sign and date the form; see last page.

Name of Claimant: Kiara Jones			
Address of Claimant: 200 east 10th st #426		City: gilroy	State: ca
Mailing Address to Which Notices Should be Sent if Different From Above: 200 east 10th st #426		City: Type text here gilroy	State: ca
Home Phone Number: 408-824-2549		Cell Phone Number: 408-824-2549	Work Phone Number: 408-265-2600
Is this claim being filed on behalf of a minor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If so, please indicate minor's date of birth: _____ Relationship to the minor: _____	
Date and time of incident or loss: november 25 2019 11:00AM	Location of incident or loss (address): stevens creek county park		Is there a police report? <input type="checkbox"/> Yes If Yes, Police Report #: <input checked="" type="checkbox"/> No

Describe how the incident or loss happened, and the reason you believe the Santa Clara Valley Water District is responsible for your damages (*Please attach additional sheets if necessary*):

my car was parked in front of the gate i was standing on the trail and jeff approached me asking if he can enter trail i verified if he was a water district employee he was i then helped him lift the gate which was on the ground so that he could enter we were not able to open it very wide after i helped him i walked off to do my routine scans and when i returned i was greeted by another water district employee by the name of ryan when walking over to greet ryan i noticed the hole in my car i spoke with ryan briefly about what he needed and then i informed him of the hole that was not there in the morning when i got gas before my shift i know jeff is becuase his vehical was the only in the area as ryan never drove his vehical near my acr and jeff did i have of the amount of space that jeff had to enter and where the damages are and where my vehical was parked



CLAIM AGAINST THE SANTA CLARA VALLEY WATER DISTRICT
California Government Code Sections 900 and following

Page 2 of 2

In detail, describe the damage or injury (*Please attach additional sheets if necessary*):
it starts off as a scrape and turns into a hole because of the pressure that was applied when kit was hit

List Name(s) and contact information of any witness(es) or District employee involved (if any):

jeff is responsible
ryan was there
ryan nor myself seen it happen but he was there when i approached jeff about it
and he denied it

DAMAGES CLAIMED: Basis for computation of amounts claimed (include copies of bills, invoices, estimates, receipts, photos, police case # or other documentation.) Note: If your claim is more than \$10,000, you need not fill in an amount, but must state whether jurisdiction for the claim would be in the Limited Jurisdiction (up to \$25,000) or Unlimited jurisdiction of the Superior Court.

Is the amount of the claim under \$10,000?
Court Jurisdiction: (Check One)

☐ Yes ☐ No
☐ Limited Civil ☐ Unlimited Civil

ITEMS	CLAIM AMOUNT
1. AUTO BODY DAMAGE TBD	\$
2.	\$
3.	\$
4.	\$
TOTAL AMOUNT	\$

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE OR FRAUDULENT CLAIM (Penal Code Section 72 and 550)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except to those matters stated upon information and belief and as to such matters I believe the same to be true. I certify, under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this 12 day of 04 , 20 19

KIARA JONES

Claimant's signature

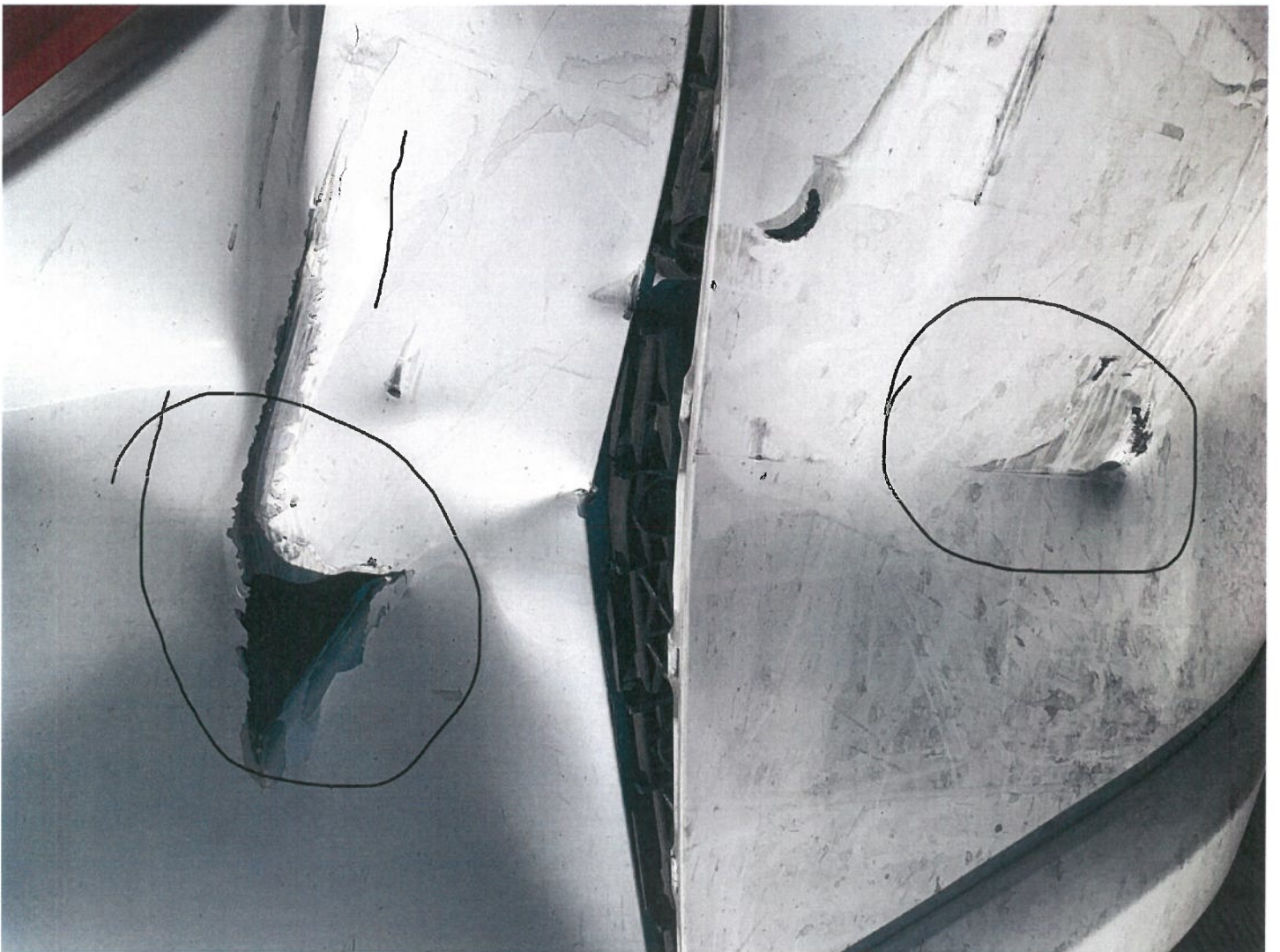
Government Code Section 945.6 provides that, with limited exceptions, any suit brought against a public entity must be commenced:

- (1) If written notice is given of a denial of claim in accordance with **Section 913**, not later than six months after the date such notice is personally delivered or deposited in the mail.
- (2) If written notice is not given of a denial of claim in accordance with **Section 913**, within two years from the accrual of the cause of action.



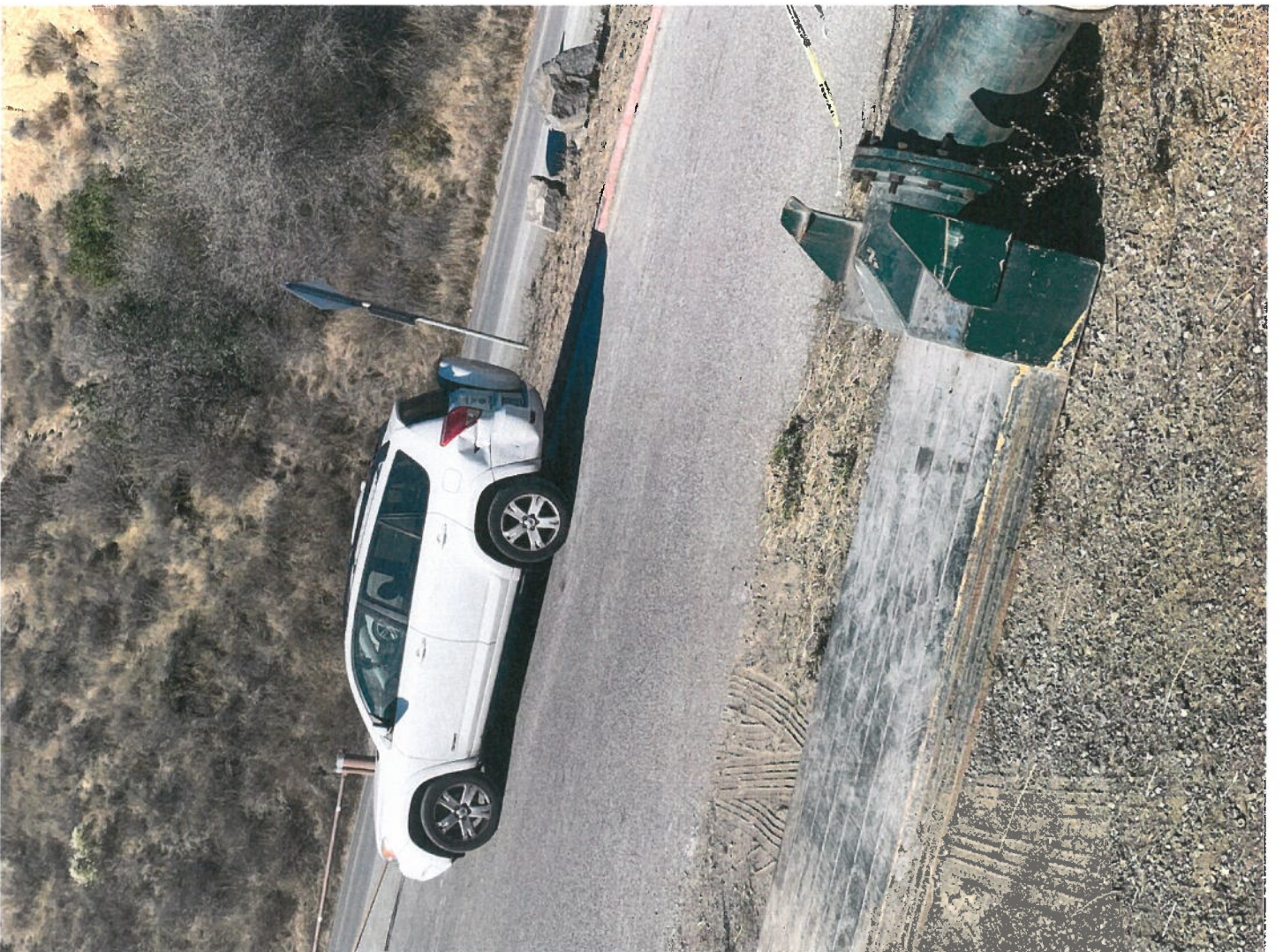




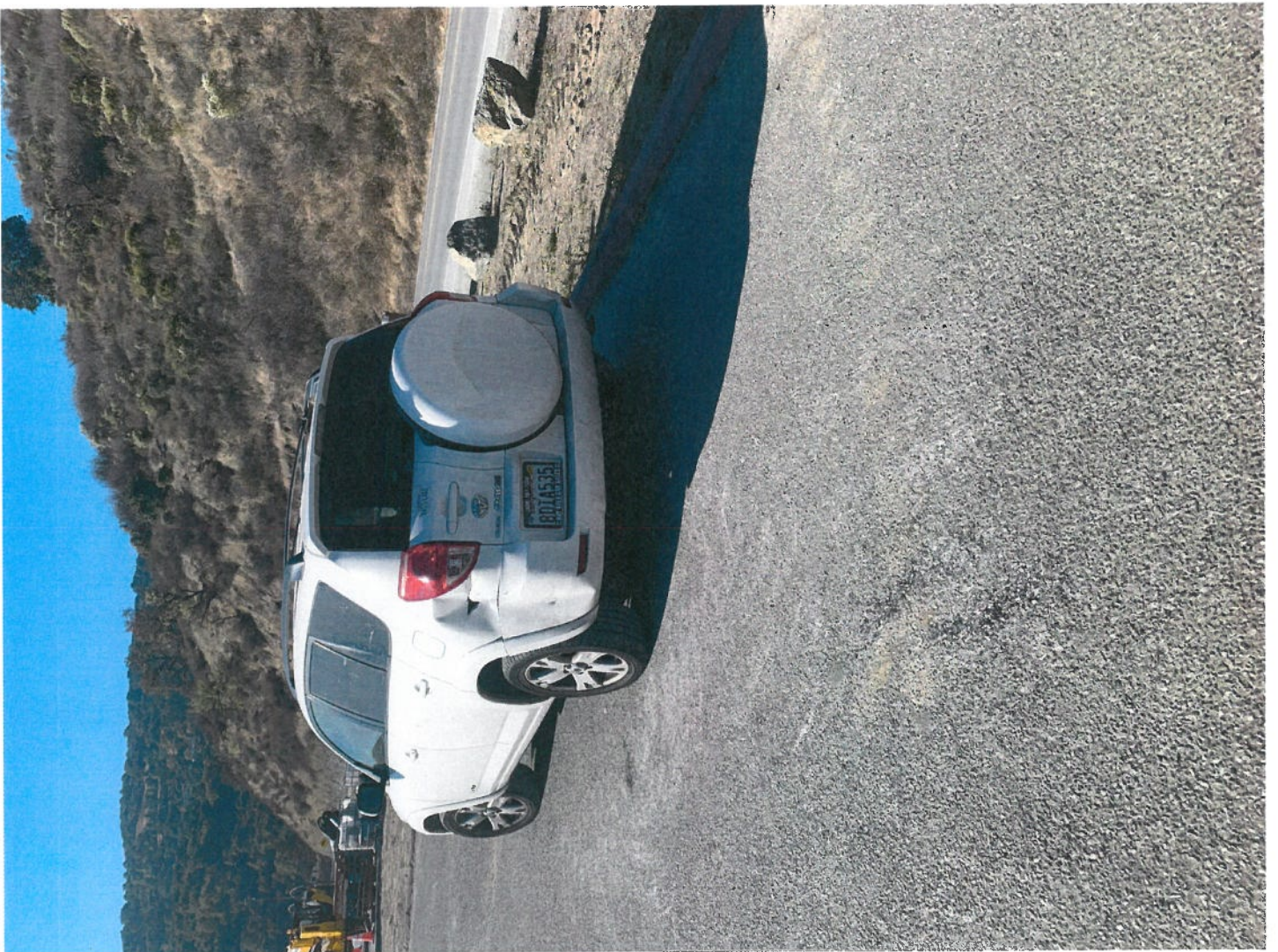












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Santa Clara Valley Water District

File No.: 20-0038

Agenda Date: 1/28/2020
Item No.: 3.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Deny Claim of Hooman Sotoodeh.

RECOMMENDATION:

Deny the claim.

SUMMARY:

The District received a claim on December 2, 2019 from Campbell resident, Hooman Sotoodeh, regarding his property at 996/998 Lincoln Ave in San Jose. The claimant is seeking \$10,000.00 for property damages sustained when two trees fell on his property during the rain and heavy winds. The damages include: repair of a fence, window awning, vehicle and tool shed, debris clean up, tree cutting and removal.

Risk Management has performed research and determined the District is not responsible for the damage to the claimant's property for the following reasons. First, there was no negligence on the part of the District; and, second, the trees in question are not on District property.

Therefore, there is no liability on the part of the District, and staff recommends that the claim be denied.

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: Claim

File No.: 20-0038

Agenda Date: 1/28/2020
Item No.: 3.3.

UNCLASSIFIED MANAGER:
Stan Yamamoto, 408-630-2755



CLAIM AGAINST THE SANTA CLARA VALLEY WATER DISTRICT
California Government Code Sections 900 and following

Page 1 of 2

<p>The completed form can be mailed, sent electronically or hand delivered. Mail or deliver to:</p> <p>Clerk of the Board Santa Clara Valley Water District-HQ 5700 Almaden Expressway San Jose, CA 95118</p> <p>Or submit the completed form electronically to: clerkoftheboard@valleywater.org</p>	Clerk of the Board's Date Stamp	
	For SCVWD Use Only	
	Date Received:	ROUTING
	<input type="checkbox"/> Via U.S. Mail:	<input checked="" type="checkbox"/> CEO:
	<input type="checkbox"/> Hand Delivered:	<input checked="" type="checkbox"/> District Counsel
<input type="checkbox"/> E-mail:	<input checked="" type="checkbox"/> Risk Management <i>org</i>	
<input type="checkbox"/> Other:	<input type="checkbox"/> GOB	
	<input checked="" type="checkbox"/> BOD (District #): <i>2</i>	

With certain exceptions, claims for personal injury or property damage MUST be filed within six months of the incident giving rise to the claim. Claimant must complete each section. If information is unknown, write "unknown" in the appropriate box. Please use additional pages if necessary. Please attach itemized receipts, witness statements, photos and all other documentation that you believe will be helpful to process your claim. Claimant MUST sign and date the form; see last page.

Name of Claimant: <i>Hooman Sotoodeh</i>			
Address of Claimant: <i>2220 S. Bascom Ave.</i>		City: <i>Campbell</i>	State: <i>CA</i> Zip: <i>95008</i>
Mailing Address to Which Notices Should be Sent if Different From Above: <i>Same</i>		City:	State: Zip:
Home Phone Number: <i>(408) 829-8664</i>	Cell Phone Number: <i>Same</i>	Work Phone Number: <i>Same</i>	
Is this claim being filed on behalf of a minor? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		If so, please indicate minor's date of birth: _____ Relationship to the minor: _____	
Date and time of incident or loss: <i>11/28/19</i>	Location of incident or loss (address): <i>996/998 Lincoln Ave. San Jose, CA 95126</i>	Is there a police report? <input type="checkbox"/> Yes If Yes, Police Report #: _____ <input checked="" type="checkbox"/> No	

Describe how the incident or loss happened, and the reason you believe the Santa Clara Valley Water District is responsible for your damages (Please attach additional sheets if necessary):

*During the rain & heavy winds last week 2 trees fell onto the backyard of our property, damaged a fence, an awning, etc....
The Trees are on the Banks of Las Gatos Creek.*



CLAIM AGAINST THE SANTA CLARA VALLEY WATER DISTRICT
California Government Code Sections 900 and following

Page 2 of 2

In detail, describe the damage or injury (Please attach additional sheets if necessary):

Physical Damage to:
Fence, Tool Shed in backyard, Awning above a window,
& rear of a parked car.

List Name(s) and contact information of any witness(es) or District employee involved (if any):

Jai Patel (510) 600-2123

DAMAGES CLAIMED: Basis for computation of amounts claimed (include copies of bills, invoices, estimates, receipts, photos, police case # or other documentation.) Note: If your claim is more than \$10,000, you need not fill in an amount, but must state whether jurisdiction for the claim would be in the Limited Jurisdiction (up to \$25,000) or Unlimited jurisdiction of the Superior Court.

Is the amount of the claim under \$10,000?

☒ Yes

☐ No

Court Jurisdiction: (Check One)

☐ Limited Civil

☐ Unlimited Civil

ITEMS	CLAIM AMOUNT
1. Debris Cleanup	\$ 1,500-
2. Bal. of Tree cutting & Removal	\$ 1,500-
3. Fence Repair	\$ 2,000-
4. Awning Repair + broken pipe	\$ 3,500-
5. Car Repair	\$ 1,500-
TOTAL AMOUNT	\$ 10,000-

WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE OR FRAUDULENT CLAIM (Penal Code Section 72 and 550)

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except to those matters stated upon information and belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this

12

day of

Dec.

2019

claimant's signature

Government Code Section 945.6 provides that, with limited exceptions, any suit brought against a public entity must be commenced:

- (1) If written notice is given of a denial of claim in accordance with **Section 913**, not later than six months after the date such notice is personally delivered or deposited in the mail.
- (2) If written notice is not given of a denial of claim in accordance with **Section 913**, within two years from the accrual of the cause of action.



Santa Clara Valley Water District

File No.: 20-0121

Agenda Date: 1/28/2020
Item No.: *3.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

Accept the CEO Bulletins for the Weeks of January 10-16, and; January 17-23, 2020.

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: 01162020 CEO Bulletin
*Attachment 2: 01232020 CEO Bulletin

UNCLASSIFIED MANAGER:

File No.: 20-0121

Agenda Date: 1/28/2020
Item No.: *3.4.

Norma Camacho, 408-630-2084

CEO BULLETIN



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

Week of January 10 – January 16, 2020

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>	Compliance with California Senate Bill 88 Telemetry Requirements
<u>2</u>	Hazardous Materials Business Plan Submittals
<u>3</u>	Joint Emergency Action Plan with San Jose Training and Exercise
<u>4</u>	Management 101 Training Series
<u>5</u>	Public outreach to present draft Environmental Impact Report for the Almaden Lake Improvement Project
<u>6</u>	Rinconada Water Treatment Plant Storm Water/Sludge Spill to Nearby Smith Creek
<u>7</u>	Update on Local Solar Development and Almaden Campus Solar Settlements
<u>8</u>	Water Management Agreements Executed in December 2019
<u>10</u>	WiFi at Penitencia Water Treatment Plant

1. Compliance with California Senate Bill 88 Telemetry Requirements

California Senate Bill 88 (Water Rights Measurement Regulation) was adopted and put into law in 2016. Valley Water has been implementing the requirements of the bill since it was passed. Valley Water has successfully met the latest requirement that, by January 1, 2020, the measurement device output data used for water right reporting be publicly available via a website. The website can be accessed using the following instructions:

- 1) Go to the Valley Water website: <https://www.valleywater.org/>
- 2) Click on the "Your Water" heading
- 3) Select "Local Dams and Reservoirs"
- 4) Scroll mid page and select "Telemetered measurement device data used for calculating water rights diversions"

Alternatively, the website can be accessed directly at: <http://alert.valleywater.org/scada/cgi.php>

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

2. Hazardous Materials Business Plan Submittals

The goal of the Hazardous Materials Business Plan (HMBP) program is to protect both human and environmental health from adverse effects as a result of the storage, use, and possible release of hazardous materials. This is done primarily by documenting significant amounts of hazardous materials so that emergency responders can effectively protect the public. HMBPs also satisfy Community Right-to-Know laws for public accessibility. A Hazardous Materials Business Plan (HMBP) contains basic information on the location, type, quantity, and health risks of hazardous materials stored, used, or disposed of by businesses operating in the State of California.

The HMBP includes three basic elements:

- I. Business Activities and Owner/Operator Identification
- II. Hazardous Material Inventory and Site Map
- III. Emergency Response Plan and Employee Training

Here at Valley Water, annual HMBP reviews and updates were completed and submitted to the California Environmental Reporting System for the following facilities:

1. Almaden Dam
2. Anderson Dam
3. Calero Dam
4. Chesbro Dam
5. Coyote Dam
6. Guadalupe Dam
7. Lenihan Dam
8. Stevens Creek Dam
9. Uvas Dam.

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

3. Joint Emergency Action Plan with San Jose Training and Exercise

On January 6, 2020 the Office of Emergency Services (OES) provided an internal training on the Joint Emergency Action Plan (EAP). OES has developed Training Supplements for the Joint EAP which help guide users to appropriate portions of the plan. These tools were utilized during the internal training. Topics included during the training were Preparedness, Purpose of EAP, EAP Objectives, Multi-Agency Coordination, Flood Condition Levels, Mobilization of EAP, and Hydrology/Hydraulics and Hotspots. Valley Water participants for the training included representatives from Watersheds Operations and Maintenance (O&M) Field Operations, Watersheds O&M Engineering Support, Field Information Team (FIT) Lead, Hydrology Hydraulics and Geomorphology, Government Relations/Public Information Officer, Raw Water, Water Supply and OES.

On January 9, 2020 OES hosted a joint field drill at Ross Creek and Cherry Ave. The drill included staff from both Valley Water and City of San Jose. From Valley Water, participants included Watersheds O&M, FIT, Hydrology Hydraulics and Geomorphology, and OES. From San Jose, participants included Public Works, Department of Transportation, and Office of Emergency Management. The drill included discussing field operations from each department/unit, reporting flows, internal coordination, and joint coordination between Valley Water and San Jose. The drill

was very effective in clarifying the different field operation goals from each of the different departments/units from Valley Water and San Jose. Information from this drill will be used during the Joint EAP Tabletop Exercise, which will occur on January 16, 2020 with staff from Valley Water and City of San Jose.

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

4. Management 101 Training Series

On January 9, 2020 Talent Development kicked off the Management 101 training series with twenty-two (22) participants. This set of classes are tailored for new supervisors and managers (although any supervisor or manager is welcome to attend). Management 101 addresses basic Valley Water processes, policies, and procedures. Classes include: Performance Management, Leaves of Absence, Reasonable Accommodation, Labor Relations, Workers' Compensation, Hiring Process, Board Meetings, Budget, Ethics, Emergency Management, and Procurement/Contracts.

For further information, please contact Anna Noriega at (408) 630-3089.

5. Public outreach to present draft Environmental Impact Report for the Almaden Lake Improvement Project

Valley Water conducted two presentations during the week of January 6, 2020 on the draft Environmental Impact Report (EIR) for the Almaden Lake Improvement Project.

The first presentation was part of a January 8, 2020 public meeting held in the Valley Water headquarters building boardroom. The second was to the City of San Jose's District 10 Leadership Coalition on January 11, 2020 at the Almaden Community Center. At both events, Valley Water Chair Linda J. LeZotte provided remarks.

Assistant Officer Rechelle Blank presented the background and overview of the proposed project and Associate Water Resources Specialist Michael Martin presented on the potential environmental impacts and associated measures to avoid or minimize the impacts. San Jose City Councilman Johnny Khamis, who represents District 10, attended the January 8, 2020 public meeting.

The January 8, 2020 public meeting drew 65 people and attracted 138 views during the live stream on Facebook. Questions raised by the public focused on mercury, imported water source, funding availability and the long-term potential for swimming at the lake.

Fifteen (15) residents attended the January 11, 2020 presentation, with representation from neighborhood organizations such as Almaden Lions Club, Almaden Senior Association, Almaden Community Association and Citizens for Fiscal Responsibility. Neighborhoods represented included Greystone, Shadowbrook, Glenmont and Santa Teresa foothills. Residents asked about project cost and funding source, mercury, lake circulation, imported water source, the return of fish to the lake following construction and plans for continued impact to festivals at the park during construction.

The community has until January 27, 2020 to provide written comments on the draft EIR.

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

6. Rinconada Water Treatment Plant Storm Water/Sludge Spill to Nearby Smith Creek

On December 26, 2019, Valley Water staff at the Rinconada Water Treatment Plant noticed some sludge around a storm drainage ditch that potentially washed into Smith Creek. Valley Water reported the discharge to the State of California Office of Emergency Services (OES) and initiated clean-up activities.

A follow-up investigation revealed that a combination of a failed storm pump and a significant rainfall event, caused the process water (sludge) to pool in the storm drain system and spill over into Smith Creek. Based on the initial field inspection and cleanup activities, it appears that the amount of rainwater/sludge mixture released to Smith Creek was limited with minimal impact to the waterway.

Valley Water followed up with notifications to West Valley Clean Water Program (serves as the local storm water inspection agency for the Town of Los Gatos) who also conducted a site inspection with no additional findings. Valley Water is continuing to work on identifying the root cause of the storm pump failure as well as potential for other similar incidents and will be implementing corrective actions to mitigate future occurrences.

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

7. Update on Local Solar Development and Almaden Campus Solar Settlements

In 2016, Valley Water was notified of a class action settlement related to the solar panels installed during the Almaden Campus Solar Project in 2004. Due to claims that the solar panels were defective and prone to junction box failures, the solar panel manufacturer, BP Solar International (BP Solar), initiated a settlement offer for the Headquarters carport solar installation and a separate settlement offer for the Administration Building rooftop solar installation.

On March 27, 2018, the Board of Directors authorized District Counsel to accept the settlement offer from BP Solar for the replacement of all solar panels used in the Headquarters carport installation. The carport solar panels were removed in January 2019 to meet the conditions of the settlement letter.

In preparation of the settlement, Valley Water through its joint powers authority, the Power and Water Resources Pooling Authority (PWRPA), released a Request for Proposals (RFP) to solicit interest in the anticipated solar rehabilitation efforts for Almaden Campus. Valley Water subsequently began negotiations with the highest-ranked solar developer (Developer), with the project structured as a power purchase agreement (PPA) in which Valley Water only pays for the energy generated by the upgraded solar installations at a fixed PPA rate.

In August 2019, the Developer notified Valley Water that they could not proceed without increasing the cost associated with the PPA by 50 percent based on their recent small project experience.

As a result, Valley Water began working with PWRPA to find new ways to lower development costs by partnering with other PWRPA participants. PWRPA released a new RFP in October 2019 and Valley Water is currently in negotiations with the highest-ranked respondent. Valley Water and the solar developer are nearing an agreement in principle on development scope and power purchase agreement structure. Valley Water plan to bring this project for Board approval in Spring 2020 with construction anticipated in Summer 2020.

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

8. Water Management Agreements Executed in December 2019

Pursuant to EL-5.1.6 and EL-5.3.3, the CEO is required to inform the Board on a timely basis when imported water management agreements are executed. Imported water management agreements executed in December 2019 are summarized below.

- December 12, 2019 - San Joaquin River Exchange Contractors Water Authority (Authority) Water Transfer Agreement providing for 2,000 acre-feet (AF) of water from the Authority in 2019 and a return of 1,500 AF from Valley Water through 2020.
- December 26, 2019 - Westlands Water District Transfer Agreement and Blue Sky Farms Water Purchase Agreement for Temporary Transfer – providing a water transfer of up to 1,050 AF of water from Valley Water to individual farmers within Westlands Water District Service Area.
- December 26, 2019 - U.S. Bureau of Reclamation Temporary Warren Act Contract and Associated Agreements -- providing for Valley Water to introduce up to 60,000 acre-feet per year of non-Project water into Central Valley Project facilities for delivery to Valley Water through 2024.

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

9. WiFi at Penitencia Water Treatment Plant

After over a year of planning, design and construction, the long-awaited wireless network at Penitencia Water Treatment Plant (PWTP) has been completed. Valley Water staff at the facility can now enjoy connectivity in several critical areas of the property. This new implementation will allow plant operators and maintenance crews to view schematics and drawings, communicate and complete other work in the field without having to access a wired-computer terminal.

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

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CEO BULLETIN



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

Week of January 17 – January 23, 2020

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>	Almaden Valley and Cross Valley Pipeline Inspection and Repair Safety Support
<u>2</u>	Release of the Central Valley Project Final Cost Allocation Study
<u>3</u>	Preview of 2020 Community Events
<u>4</u>	X-Band Radar Ribbon Cutting and Media Event

1. Almaden Valley and Cross Valley Pipeline Inspection and Repair Safety Support

Valley Water is working on the Almaden Valley Pipeline and Cross Valley Pipeline inspection and repair projects. Valley Water held training sessions in order to prepare for safe entry into the pipelines. These pipelines are identified as permit required confined spaces, which requires internal atmospheric testing and continuous monitoring, adequate communications, and stand-by rescue teams in the event of an emergency; additionally, the pipelines need to be effectively isolated, prior to entry, to ensure there is no incidental water flow into, and through, the pipelines while staff are inspecting and repairing the pipelines. Valley Water also provided adequate safety supplies and equipment for entry personnel, and participated in the site safety meetings to ensure regulatory and Valley Water safety policy compliance. All entries and work within the pipelines were executed without adverse incident.

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

2. Release of the Central Valley Project Final Cost Allocation Study

On January 14, 2020, the U.S. Bureau of Reclamation (Reclamation) issued a news release announcing the release of the Central Valley Project Final Cost Allocation Study (Study), which determines how to distribute capital construction costs of Central Valley Project (CVP) facilities to project beneficiaries. The CVP's current and interim cost allocation was completed in 1970, with a minor update in 1975. This final cost allocation study defines more clearly the financial obligation of CVP contractors, including Valley Water, as well as the financial obligation of power contractors.

The CVP creates benefits for water supply, flood control, navigation, power, fish and wildlife, recreation, and water quality needs. Costs for water supply and power benefits are reimbursable to

Reclamation and are recovered from CVP water and power contractors through annual rates.

Valley Water, as a CVP water service contractor, is responsible for a portion these costs, including construction costs for the San Felipe Division facilities and other CVP facilities. The Study does not change the amount or timing of Valley Water's payments for San Felipe costs, which will continue to be paid to Reclamation on an amortized repayment schedule through 2036. Valley Water's estimated share of other CVP costs as of 2020 is approximately \$50 million, of which \$44 million has already been repaid. This leaves a balance of about \$6 million to be repaid by 2030.

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

3. Preview of 2020 Community Events

Every January, the Office of Government Relations develops a list of community events and festivals for that year where they plan to host a Valley Water booth and/or the water truck. This community outreach provides a valuable forum for Valley Water to communicate with broad sectors of our diverse community on water-related issues, such as water conservation, water recycling and purification, winter preparedness, and Valley Water projects in specific communities, among many others. Many of the festivals included are events where we have hosted an informational booth in the past and have had a high level of visibility due to the size of the crowds. The addition of the water truck, will enable us to continue an even higher level of engagement with the public at these events.

Below are selected highlights of events in which Valley Water is planning to participate in 2020. The full proposed event list is included in this week's non-agenda packet. As always, the Board is encouraged to add additional events they become aware of.

2020 Community Events Highlights:

- March 29, Morgan Hill Wildflower Run
- April 11, Campbell Bunnies and Bonnets Parade
- April 25, City of Palo Alto Great Race for Saving Water and Earth Day
- May 2020, Campbell Chamber of Commerce Boogie on the Avenue
- June 2020, Sunnyvale Chamber of Commerce Art and Wine Festival
- July 4, July 4th Fun Festival at Almaden Lake Park
- July 4, 4th of July Rose, White, and Blue Parade
- July 24-26, Gilroy Garlic Festival
- August 2020, National Night Out
- September 2020, Mountain View Chamber of Commerce Art & Wine Festival
- September 2020, Morgan Hill Chamber of Commerce Taste of Morgan Hill
- October 2020, Day on the Bay Multicultural Festival
- October 2020, Prusch Farm Park Mountain Music Festival
- October 2020, Day in the Park hosted by the City of San Jose, District 8
- October 2020, Diwali Festival of Lights in Cupertino
- December 2020, Santa Visits Alviso

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

4. X-Band Radar Ribbon Cutting and Media Event

Valley Water joined local, regional, state, and federal agencies to unveil the first permanent X-Band radar in the San Francisco Bay Advanced Quantitative Precipitation Information (AQPI) System at a ribbon cutting and media event on January 15, 2020, at the Penitencia Water Treatment Plant in East San Jose. This event attracted several local news stations including channels 2 KTVU, 4 KRON, 5 KPIX, 11 NBC Bay Area along with KCBS radio, and was attended by more than two dozen regional leaders with a focus on this effort. This placement of X-Band radar is the cornerstone in a new network of high-resolution, low-elevation radars that will improve weather forecasting of atmospheric rivers and extreme weather events across the region.

The system will provide improved data for forecasting, which will assist water managers, reservoir operators, wastewater plant managers, flood, and emergency responders to make operational and safety decisions during extreme weather events. Valley Water CEO Norma Camacho emceed the event and Director Santos provided remarks, along with key speakers from partner agencies.

Two more X-Band radars are slated for installation during 2020 by the following agencies:

1. San Francisco Public Utilities Commission at Montara Mountain in San Mateo County, and
2. East Bay Agencies Partnership at Rocky Ridge near the Las Trampas Wilderness.

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

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Santa Clara Valley Water District

File No.: 20-0148

Agenda Date: 1/28/2020

Item No.: *4.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

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

RECOMMENDATION:

- A. Review, discuss, and revise the Fiscal Year 2020 Board Policy Planning and Performance Monitoring Calendars.
- *B. Review survey questions, discuss and provide input and direction on preferred process for scheduling Board meetings to discuss agenda items that require lengthy board discussions, for scheduling closed sessions, and BAO evaluation frequencies.

SUMMARY:

This item provides the Board an opportunity to review, discuss and revise the Fiscal Year 2020 Board Policy Planning and Performance Monitoring Calendars (FY20 Board Calendar) and identify appropriate items for Board Advisory Committee work plans for discussion and feedback to the Board.

The current FY20 Board Calendars are attached for Board review.

*This item is intended to assist the Board with scheduling agenda items that require lengthy board discussions, scheduling closed sessions that allow the Board and appropriate amount of time for discussion, and to identify the frequency of BAO evaluations.

*Supplemental Attachment 1 presents survey questions that can be discussed what will provide direction that will help the Clerk in scheduling agenda items and Board meetings that will allow the Board appropriate time to engage and provide direction.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

The recommended action is a ministerial action and thus is not subject to the requirements of CEQA.

ATTACHMENTS:

Attachment 1: FY20 Board Calendars

*Original Agenda Memorandum



*Supplemental Agenda Memorandum

*Supplemental Attachment 1: Survey Questions


UNCLASSIFIED MANAGER:



Michele King, 408-630-2711

Board Policy Planning Calendar

FY 2019-20 Board Policy Planning Calendar Items	Frequency	Planned Board Meeting Dates		Board Committee Work Plan	Board Committee Outcome	Advisory Committee Work Plan	Advisory Committee Outcome
		July-Dec	Jan-June				
 Board Governance							
Board Annual Planning Session	Annually	12/17/19		Assigned to BPPC	Recommend planning, review and report process; synthesize final report info for Board approval	All Advisory Committees	Incorporate Finalized Work Plan Strategies into Committee Workplans as standing items
Board Agenda Planning – Time Certain Item Prioritization	One Time	TBD					
Outsourcing Large Printing Jobs	One Time	TBD					
Review GP-9.2.1	One Time	12/10/19					
2020 Legislative Policy Proposals and Legislative Guiding Principles	Annually	10/22/19				All Advisory Committees	Provide link to Board Agenda item
Federal Appropriations Requests for Federal Fiscal Years 2020 and 2021	Annually	10/22/19					
Policy Issues Identified by <i>Board Audit Committee</i> <ul style="list-style-type: none">BAC Audit CharterAnnual Audit Work PlanChange Order Audit ReportDistrict Counsel Audit ReportReal Estate Audit Report	One Time Annually One Time One Time One Time	8/2019 6/2019 TBD TBD TBD		Assinged to BAC	Recommendations to Board as identified		
 Community Linkage							

FY 2019-20 Board Policy Planning Calendar Items	Frequency	Planned Board Meeting Dates		Board Committee Work Plan	Board Committee Outcome	Advisory Committee Work Plan	Advisory Committee Outcome
		July-Dec	Jan-June				

 E.2.1. Current and future water supply for municipalities, industries, agriculture, and the environment is reliable.							
Policies Issues Identified by California Delta Conveyance Working Group <ul style="list-style-type: none"> Actively Participate in Decisions Regarding the California Delta Conveyance WP (WS Strategy #3) Principals for Participation in Delta Conveyance Project 	Oral Reports @ Regular Board Mtgs	8/2019		Assigned to CA Delta Conveyance Working Group	Recommendations to Board as identified		Ag Water requested update
Policies Issues Identified by Water Storage Exploratory Committee <ul style="list-style-type: none"> Actively Pursue Efforts to Increase Water Storage Opportunitites WP (WS Strategy #2) <ul style="list-style-type: none"> Pacheco Reservoir Expansion <ul style="list-style-type: none"> Negotiate with San Benito Co Water District on partnership terms for participation in the Pacheco Reservoir Expansion Project Los Vaqueros Expansion Site Reservoir Project San Luis Reservoir Expansion Shasta Reservoir Expansion San Luis Low Point Improvement Project 	TBD By Committee	10/2019		Assigned to WSEC	Recommendations to Board as identified		
Policy Issues Identified by Recycled Water Committees <ul style="list-style-type: none"> Lead Recycled and Purified Water Efforts with CSJ and Other agencies WP (WS Strategy #4) <ul style="list-style-type: none"> Partnership between Palo Alto, Mt. View & VW Countywide Water Reuse Master Plan SFPUC/BAWSCA Collaboration Efforts Water Exchange w/CCWD & CCCSD Reverse Osmosis Concentrate Mngmnt 	TBD by Committee	12/2019		Assigned to RWC	Recommendations to Board as identified		

FY 2019-20 Board Policy Planning Calendar Items	Frequency	Planned Board Meeting Dates		Board Committee Work Plan	Board Committee Outcome	Advisory Committee Work Plan	Advisory Committee Outcome
		July-Dec	Jan-June				
Policy Issues Identified by FAHCE Ad Hoc Committee <ul style="list-style-type: none"> Finalize FAHCE Effort - WP (WS Strategy #1) Provide for Watershed-wide Regulatory Planning and Permitting effort WP (FP Strategy #1) <ul style="list-style-type: none"> Update on Anderson Dam Seismic Retrofit Project and FAHCE 	TBD by Committee	10/2019		Assigned to FAHCE Committee	Recommendations to Board as identified		
Policy Issues Identified by Water Conservation and Demand Management Committee <ul style="list-style-type: none"> Engage and Educate the Community, local elected officials, and staff on future water supply strategies in SCCo. WP (WS Strategy #5) <ul style="list-style-type: none"> Implement “No Regrets” package as identified in 2040 Water Supply Master Plan Model Water Efficient New Development Ordinance Stormwater Capture Project Advanced Metering Infrastructure Shallow Groundwater Dewatering Update on Water Conservation Options for Agriculture (“Reality vs Talk”) (Ag Plan) Update on Climate Change Action Plan 	TBD by Committee			Assigned to WSDM Committee	Recommendations to Board as identified		
Surface Water Program	One Time	11/12/19		Assigned to BPPC	Recommendation to Board on current program.		
 E.2.3. Reliable high quality drinking water is delivered.							
 E.3.1. Provide natural flood protection for residents, businesses, and visitors.							

FY 2019-20 Board Policy Planning Calendar Items	Frequency	Planned Board Meeting Dates		Board Committee Work Plan	Board Committee Outcome	Advisory Committee Work Plan	Advisory Committee Outcome
		July-Dec	Jan-June				



E.3.2. Reduce potential for flood damages.

Maintenance Roles/Responsibilities for District Owned and Non-District-Owned, Improved/Natural Creeks and Creekside Land	One Time	11/26/19		Assigned to BPPC	Recommendation to Board on policy and/or process revisions	All Advisory Committees	Provide link to Board Agenda item
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E.4.1. Protect and restore creek, bay, and other aquatic ecosystems.

Policy Issues Identified by the <i>Homeless Encampment Ad Hoc Committee</i> <ul style="list-style-type: none"> Promote the protection of creeks, bay and other aquatic ecosystems from threats of pollution and degradation WP (ES Strategy 2) <ul style="list-style-type: none"> Address homeless encampment clean ups (Environmental Cleanup Event 12/2019) 	Regular Board Updates	10/2019		Assigned to Homeless Encampment Ad Hoc Committee	Homeless Encampment Recommendations to Board as identified		Water Commission requested information relative to Homeless in creeks (#13 on workplan)
Proposed Policy for Encroachment on District Properties	One Time	10/22/19		Assigned to BPPC	Recommendations to Board on policy/process		
Attain Net Positive Impact on the Environment When Implementing Valley Water's Mission WP (ES Strategy #1) <ul style="list-style-type: none"> One Water Plan 	Regular Board Updates						



E.4.2. Improved quality of life in Santa Clara County through appropriate public access to trails, open spaces, and District facilities.

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E.4.3. Strive for zero net greenhouse gas emission or carbon neutrality.

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FY 2019-20 Board Policy Planning Calendar Items	Frequency	Planned Board Meeting Dates		Board Committee Work Plan	Board Committee Outcome	Advisory Committee Work Plan	Advisory Committee Outcome
		July-Dec	Jan-June				



EL-3. Human Resources

Policy Issues Identified by the *Diversity & Inclusion Ad Hoc Committee*

- Develop new Goal/Strategy that ensures a work environment that is diverse, inclusive, free of discrimination and harassment, and that provides equal opportunity employment.
WP (New BM Strategy)
- Develop new Goal/Strategy that ensures there are capable employees with knowledge and subject-matter expertise to accomplish Valley Water Vision and Mission **WP (New BM Strategy)**

TBD by Committee

3/2020

3/2020

Assigned to D&I Ad Hoc Committee

Recommendations to Board as identified



EL-4. Capital Improvement Program

Policy Issues Identified by the *Capital Improvement Program Committee*

- Project Labor Agreements
- Preliminary Validated but Unfunded Project List
- Watershed Capital Program Funding Scenarios
- Water Utility Capital Program Funding Scenarios
- FY21-25 Preliminary CIP Development

One Time
Annually

Annually

Annually

Annually

TBD
10/2019

1/2020

1/2020

1/2020

Assigned to CIP Committee

Provide recommendations to Board as identified

All Advisory Committee

Provide Link to CIP document



FY 2019-20 Board Policy Planning Calendar Items	Frequency	Planned Board Meeting Dates		Board Committee Work Plan	Board Committee Outcome	Advisory Committee Work Plan	Advisory Committee Outcome
		July-Dec	Jan-June				



EL-4. Financial Management




FY20-21 Financial Planning, Budget Message, Budget Development, and Groundwater Production Charges including OSC and SWP	Annually	11/2019 Planning for GWC	1/14/20 Preliminary GWC				
		11/26/19 PERS- OPEB Unfunded Liabilities	4/2020 GWC Public Hearing				
		12/2019 Budget Guidelines - CIP Process	4/2020 GWC So Co Public Hearing				
			4/2020 Close GWC Public Hearing				
			2/2020 1 st Pass Budget Upate			All Advisory Committees	Provide link to Budget document
			3/2020 2 nd Pass Preliminary Budget				
			4/2020 Budget Study Session				
			5/2020 Adopt Operating & Capital Budget & GWC				

FY 2019-20 Board Policy Planning Calendar Items	Frequency	Planned Board Meeting Dates		Board Committee Work Plan	Board Committee Outcome	Advisory Committee Work Plan	Advisory Committee Outcome
		July-Dec	Jan-June				









Develop new Goal/Strategy that focuses on Providing Affordable and Effective Cost of Services, researching and pursuing feasible revenue sources allowed by the District Act. WP (New BM Strategy)	TBD By Working Group			Assigned to Financial Sustainability Working Group	Recommendations to Board as identified		
 EL-5. Procurement							
 EL-6. Asset Protection							




WP-FY20 Board Work Plan

Performance Monitoring Calendar

FY2019-20 Performance Monitoring Items	Frequency	Planned Board Meeting Dates		Board Committee Work Plan	Board Committee Outcome	Advisory Committee Work Plan	Advisory Committee Outcome
		July-Dec	Jan-June				
 Board Governance							
Board Self-Assessment	Provide process revision recommendations to Board	12/10/19		Assigned to BAC			
Board Expense Report	Quarterly	9/2019 12/2019	3/2020 6/2020				
BAOs Performance Evaluation	Quarterly	TBD	TBD				
BAOs Compensation Review	Annually		TBD				
Review GP-6.3.1	One Time	9/24/19		Assigned to BPPC			
Review Effectiveness of Board Committees	Provide recommendations to Board as identified by BPPC			Assigned to BPPC			
 Community Linkage							
District Communication Program Update	Annually	12/2019					
Safe, Clean Water Programs Update	Annually	9/2019					
 E.2.1. Current and future water supply for municipalities, industries, agriculture, and the environment is reliable.							
Water Supply Master Plan (2040) Update <ul style="list-style-type: none">Engage and Educate the Community, Local Elected Officials and Staff on Future Water Supply Strategies in Santa Clara County WP (WS Strategy #5)	Annually	11/2019				All Advisory Committees	Provide Link to Report/Agenda Item

December 5, 2019

FY2019-20 Performance Monitoring Items	Frequency	Planned Board Meeting Dates		Board Committee Work Plan	Board Committee Outcome	Advisory Committee Work Plan	Advisory Committee Outcome
		July-Dec	Jan-June				
Groundwater Management Program Update including Salt/Nutrient Management	Annually		TBD			All Advisory Committees	Provide Link to Agenda Item
 E.2.3. Reliable high quality drinking water is delivered.							
 E.3.1. Provide natural flood protection for residents, businesses, and visitors.							
 E.3.2. Reduce potential for flood damages.							
Winter Preparedness Update	Annually	11/2019				All Advisory Committees	Provide Link to Agenda Item
 E.4.1. Protect and restore creek, bay, and other aquatic ecosystems.							
 E.4.2. Improved quality of life in Santa Clara County through appropriate public access to trails, open spaces, and District facilities.							
Included in SCW Program Update							
 E.4.3. Strive for zero net greenhouse gas emission or carbon neutrality.							
Climate Change Mitigation—Carbon Neutrality by 2020 Program Update	Semi-Annually	TBD	TBD			All Advisory Committees	Provide Link to Agenda Item
Update on Climate Change Adaptation	Semi-Annually	TBD	TBD			All Advisory Committees	Provide Link to Agenda Item
 EL-3. Human Resources							
 EL-4. Capital Improvement Program							
Advance Anderson Dam Seismic Retrofit Project WP (WS Strategy #6)	Regular Reports to Board and Recommendations as identified	TBD		Assigned to CIP		All Advisory Committees	Provide Link to Agenda Item

FY2019-20 Performance Monitoring Items	Frequency	Planned Board Meeting Dates		Board Committee Work Plan	Board Committee Outcome	Advisory Committee Work Plan	Advisory Committee Outcome
		July-Dec	Jan-June				
COE Projects/Partnership Update	Annually		3/2020			All Advisory Committees	Provide Link to Agenda Item
CIP Project Implementation	Regular Reports to Board by CIP			Assigned to CIP		All Advisory Committees	Provide Link to Agenda Item
 EL-4. Financial Management							
 EL-5. Procurement							
 EL-6. Asset Protection							
Asset Management Program (including Dams, Dam Safety, small assets, data/programs)	Annually		5/2020			All Advisory Committees	Provide Link to Agenda Item
Information Technology Master Plan Implementation	Exception Reporting						
Backup Operation Plans for Treatment Plants during power outages; Lessons learned on the HQ Generator Power Test; and Alternative Power Sources	TBD by Board	8/13/19 Closed Session					
District Security Assessment	TBD by Board	9/24/19 Closed Session					

WP – FY20 Board Work Plan



Santa Clara Valley Water District

File No.: 20-0106

Agenda Date: 1/28/2020
Item No.: 4.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Review 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.

SUMMARY:

This item provides the Board an opportunity to review, discuss and revise the Fiscal Year 2020 Board Policy Planning and Performance Monitoring Calendars (FY20 Board Calendar) and identify appropriate items for Board Advisory Committee work plans for discussion and feedback to the Board.

The current FY20 Board Calendars are attached for Board review.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

The recommended action is a ministerial action and thus is not subject to the requirements of CEQA.

ATTACHMENTS:

Attachment 1: FY20 Board Calendars

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711

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Santa Clara Valley Water District

File No.: 20-0141

Agenda Date: 1/27/2020

Item No.: *4.1.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

SUBJECT:

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

REASON FOR SUPPLEMENTAL MEMORANDUM:

The Clerk is requesting additional information from the Board, in the form of a survey, to assist with scheduling Board meetings for agenda items that require lengthy board discussions, scheduling closed session, and frequency of BAO evaluations.

RECOMMENDATION:

- A. Review, discuss, and revise the Fiscal Year 2020 Board Policy Planning and Performance Monitoring Calendars.
- *B. Review survey questions, discuss and provide input and direction on preferred process for scheduling Board meetings to discuss agenda items that require lengthy board discussions, for scheduling closed sessions, and BAO evaluation frequencies.

SUMMARY:

This item is intended to assist the Board with scheduling agenda items that require lengthy board discussions, scheduling closed sessions that allow the Board an appropriate amount of time for discussion, and to identify the frequency of BAO evaluations.

Supplemental Attachment 1 presents survey questions that can be discussed that will provide direction that will help the Clerk in scheduling agenda items and Board meetings that will allow the Board appropriate time to engage and provide direction.

FINANCIAL IMPACT:

There is no financial impact associated with this item.

CEQA:

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

File No.: 20-0141

Agenda Date: 1/27/2020
Item No.: *4.1.

ATTACHMENTS:

Supplemental Attachment 1: Survey Questions

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711

**SURVEY QUESTIONS REGARDING AGENDA ITEM PLACEMENT
AND SCHEDULING SPECIAL BOARD MEETINGS**

1. For board agenda discussion that may take longer than 1 hour (i.e. Preliminary CIP, Water Supply Master Plan, Project Labor Agreements, etc.). Please select what you would prefer:
 - a. Schedule a special board meeting for that item
 - b. Keep the item on the regular agenda

2. If you prefer special board meetings for longer agenda items, are you okay scheduling a special board meeting on the calendar once a month on the 3rd Tuesday of the month starting at 10am?
 - a. Yes, that's fine
 - b. Yes, that's fine but please pick another date and/or time
 - c. No, just schedule a special board meeting as needed

3. To allow adequate time for longer Closed Sessions items (i.e. 2+ hours), please select your preference below:
 - a. Schedule a special board meeting for that item
 - b. If we don't finish before the start of the regular board meeting, resume at the end of the regular board meeting
 - c. If we don't finish it before the start of the regular board meeting, continue it to another board meeting date
 - d. All the above options are fine

4. Please indicate your preference for BAO Evaluations frequency:
 - a. Monthly
 - b. Quarterly
 - c. Semi-annually
 - d. As needed/requested
 - e. Other_____

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Santa Clara Valley Water District

File No.: 20-0118

Agenda Date: 1/28/2020

Item No.: 4.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Review Proposed Board Performance Framework (Continued from January 14, 2020).

RECOMMENDATION:

Review and approve the proposed Board Performance Framework.

SUMMARY:

At the March 27, 2018, meeting, the Board requested that the Board Policy and Planning Committee (BPPC) review the 2017 Board Performance Measures and Report (Report), and identify areas that could be revised to better reflect the outcomes of the Board's work; and to identify possible stretch goals that could be incorporated into future performance reports.

At their April 23, 2018, meeting the BPPC reviewed and discussed the Report and believed that the Board Audit Committee (BAC), based on the audit functions they oversee, could conduct a more detailed review and provide more appropriate feedback to better reflect outcomes of the Board's work.

At the September 26, 2018, meeting the BAC requested that staff, Denise Callahan from TAP International, Inc. (Board Auditor), and the BAC Chair (Director Keegan) meet to develop a report that better reflects the Board's performance in critical areas, and return to the BAC with a draft framework for discussion.

Staff, Ms. Callahan and the BAC Chair met and developed a draft Board Performance Framework which identifies four Board performance indicator areas, along with associated objectives, outcomes and measurements/successes. The draft framework was presented to the BAC on October 23, 2019. The BAC approved the framework and requested that it be provided to the full Board.

The draft Board Performance Framework (Attachment 1) is presented for Board review and approval. If the Board approves, staff will present the first report at the end of Fiscal Year 2020 (July 2020).

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: Board Performance Framework

UNCLASSIFIED MANAGER:

Michele King, 408-630-2711

BOARD PERFORMANCE FRAMEWORK

#	Objective	Outcome	Measurements/Successes
I. The Board provides transparent governance with a commitment to ethical, business-like and lawful conduct.			
1	Annually, adopt a capital and operating budget that represents Valley Water's mission of providing Silicon Valley safe, clean water for healthy life, environment and economy.	On or before June 15 hold a hearing to receive public input on the proposed capital and operating budget, and to review financial reserves and reserve management policy.	By June 30, adopt by resolution a <i>balanced</i> capital and operating budget for upcoming fiscal year, in accordance with the District Act.
2	Annually, adopt groundwater rate adjustments; and review for mid-year water rate adjustment, if required.	Adopt water rate adjustments annually, no later than June 1; and review for mid-year water rate adjustment no later than December 15.	Board conducts outreach and holds public meetings and hearings, including a public hearing in South County, prior to adopting groundwater water rates and mid-year adjustment review, if necessary.
3	Ensure that District and Board business is conducted in a transparent, ethical, business-like, and lawful manner.	<p>A. Comply with state mandated training and form filing requirements and ensure that District business is conducted in an ethical, business-like, and lawful manner.</p> <p>B. All Board and Committee meetings allow for and encourage public participation and engagement, and meet all Brown Act, District Act and Board Governance Policies requirements.</p>	Board members comply 100% with requirements of AB1825-Sexual Harassment Prevention Training (Sept. 2007); AB1234-Ethics Training (Oct. 2005); the Political Reform Act; Ralph M. Brown Act; Public Records Act; District Lobbyist Ordinance; and Board Governance Policies.
4	Conduct, monitor and implement annual board-commissioned audit planning.	Regularly review board-commissioned audits and provide input and approve Board Audit Work Plan through the Board Audit Committee and regular reports to the Board.	Percentage of audit recommendations implemented.
5	Publicly review Board compensation, meeting limit determination, and board member expense reports.	Board convenes a public hearing and receives public input on Board compensation and monthly meeting limits. Board regularly reviews Director expense reports during open session Board meetings.	Annually hold a public hearing by February to discuss monthly Board compensation and determine number of compensated days per month; and quarterly review and approve board member expense reports.

BOARD PERFORMANCE FRAMEWORK

#	Objective	Outcome	Measurements/Successes
II.The Board provides linkage to the Community.			
1	The Board is committed to providing excellent service to all customers, and engaging the community by working with governmental agencies and regulatory organizations, sharing information, holding public information meetings, and participating on external committees.	A. Yearly, by the end of February, the Board Chair will nominate for Board approval, appointments to internal and external committees.	Board reviews, provides input and approves the Chair's committee nominations, by end of February.
		B. Directors will regularly provide committee reports at monthly Board meetings.	Board reviews committee agendas/reports at all regular board meetings.
		C. The Board will regularly communicate District business with the public via social media, news media, email communication, public meetings, etc.	Board engages with the public via in-person meetings, telephone, public meetings, social media, news media, email communication, public meetings, etc.
III. The Board develops, implements and monitors organizational governance policies and priorities.			
1	Board develops Annual Board Work Plan identifying long-term goals, related strategies, and appropriate monitoring methods.	Board develops annual Board Work Plan by engaging in an annual strategic planning and goal setting session.	Board members provide regular reports on assigned Board Work Plan priorities to the full Board through committee reports and board agenda items.
IV. The Board conducts and monitors BAO Performance			
1	Board will produce assurance of BAO performance and determine BAO Compensation.	The Board will conduct regular BAO evaluations and discuss BAO compensation annually in accordance with BAO performance evaluation process.	Board conducts regular BAO evaluations and compensation review.



Santa Clara Valley Water District

File No.: 20-0122

Agenda Date: 1/28/2020

Item No.: *4.3.

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:

*Handout 4.4.14-A: 01272020 EWRC Agenda

*Handout 4.4.4-A: 01272020 BPPC Agenda



Santa Clara Valley Water District Board Policy and Planning Committee Meeting

Board Conference Room A-124

REGULAR MEETING AGENDA

**Monday, January 27, 2020
2:00 PM**

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

**BOARD POLICY AND PLANNING
COMMITTEE**

Nai Hsueh - District 5, Committee
Chair

Barbara Keegan - District 2,
Committee Vice Chair

Linda J. LeZotte, District 4

The Board Policy and Planning Committee provides support to the Board in the areas of Board planning process; Board Committees' principles and structures; Board and organization performance monitoring and; other tasks assigned by the Board.

Public records for this Committee are available for inspection in the Clerk of the Board's Office, 5700 Almaden Expressway, San Jose, CA 95118. Materials are available to the public at the same time they are made available to the Committee.

The District will make reasonable efforts to accommodate persons with disabilities wishing to attend meetings. Please advise the Clerk of the Board of any special needs by calling (408) 265-2600.

COMMITTEE CLERK

Michele L. King, CMC
Clerk, Board of Directors

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

**Santa Clara Valley Water District
Board Policy and Planning Committee
REGULAR MEETING
AGENDA**

Monday, January 27, 2020

2:00 PM

Board Conference Room A-124

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.

[19-1181](#)

Recommendation: Approve the November 25, 2019 Minutes.

Manager: Michele King, 408-630-2711.

Attachments: [Attachment 1: November 25, 2019, Minutes.](#)

4. INFORMATION AND ACTION ITEMS:

4.1. Update on the Fiscal Year 2020-2021 Board Strategic Planning Meeting.

[20-0111](#)

Recommendation: A. Receive an update from Lawrence Grodeska, CEO of CivicMakers on the planning and preparation for the Board Strategic Planning Meeting on February 18, 2020.

B. Provide feedback on a Draft Agenda for the Board Strategic Planning Meeting on February 18, 2020.

Manager: Norma Camacho, 408-630-2084

4.2. Work Plan, Meeting Schedule and Accomplishments Report.

[19-1182](#)

Recommendation: A. Review the Board Policy and Planning Committee's Work Plan and Accomplishments Report and incorporate any new tasks; and
B. Schedule Committee meetings as appropriate.

Manager: Michele King, 408-630-211.

Attachments: [2020 Work Plan 120519](#)

5. CLERK REVIEW AND CLARIFICATION OF COMMITTEE REQUESTS.

This is an opportunity for the Clerk to review and obtain clarification on any formally moved, seconded, and approved requests and recommendations made by the Committee during the meeting.

6. ADJOURN:

6.1. Adjourn to Regular Meeting at 2:00 p.m., on February 24, 2020, in the Santa Clara Valley Water District Board Conference Room A-124, 5700 Almaden Expressway, San Jose, California.



Santa Clara Valley Water District Environmental and Water Resources Committee Meeting

**HQ Boardroom
5700 Almaden Expy
San Jose CA 95118**

***AMENDED/APPENDED REGULAR MEETING AGENDA**

**Monday, January 27, 2020
6:00 PM**

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

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

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.

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
Environmental and Water Resources Committee**

***AMENDED/APPENDE
AGENDA**

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

Monday, January 27, 2020

6:00 PM

HQ Boardroom
5700 Almaden Expy
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.

[20-0051](#)

Attachments: [Attachment 1: 071519 EWRC DRAFT Mins](#)

Est. Staff Time: 5 Minutes

3.2. Approval of Minutes.

[20-0052](#)

Attachments: [Attachment 1: 102119 EWRC DRAFT Mins](#)

Est. Staff Time: 5 Minutes

4. ELECTION OF CHAIR AND VICE CHAIR:

4.1. Election of Chair and Vice Chair.

[20-0053](#)

Est. Staff Time: 5 Minutes

5. ACTION ITEMS:

- 5.1. Review and Approve 2019 Annual Accomplishments Report for Presentation to the Board (Committee Chair) [20-0054](#)
Attachments: [Attachment 1: 2019 EWRC Accomplishments Report](#)
Est. Staff Time: 5 Minutes
- 5.2. Opportunities to Enhance and Update the Safe, Clean Water and Natural Flood Protection Program by Evaluating a Future Funding Measure. [20-0055](#)
Est. Staff Time: 20 Minutes
- 5.3. Update from Environmental and Water Resources Committee's Working Groups. [20-0056](#)
Attachments: [Attachment 1: Working Group Spreadsheet](#)
[Attachment 2: Working Group Guidelines](#)
Est. Staff Time: 10 Minutes
- 5.4. Review Environmental and Water Resources Committee (EWRC) Work Plan, the Outcomes of Board Action of Committee Requests; and the Committee's Next Meeting Agenda. [20-0057](#)
Attachments: [Attachment 1: EWRC 2020 Work Plan](#)
[Attachment 2: 042020 EWRC Draft Agenda](#)
Est. Staff Time: 5 Minutes

SUPPLEMENTAL ITEM:

- *5.5. Review and Comment to the Board on the Fiscal Year 2020-21 Preliminary Groundwater Production Charges. [20-0146](#)
Attachments: [Attachment 1: PowerPoint Presentation](#)
Est. Staff Time: 20 Minutes

6. INFORMATION ITEMS:

- 6.1. Standing Items Report. [20-0058](#)
Attachments: [Attachment 1: Standing Items Report](#)
Est. Staff Time: 5 Minutes

7. 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.

8. REPORTS:

- 8.1. Director's Report

- 8.2. Manager's Report
- 8.3. Committee Member Report
- 8.4. Informational Link Reports

9. ADJOURN:

- 9.1. Adjourn to Regular Meeting at 6:00 p.m., on April 20, 2020, in the Santa Clara Valley Water District HQ Boardroom, 5700 Almaden Expressway, San Jose, California.



Santa Clara Valley Water District

File No.: 20-0003

Agenda Date: 1/28/2020

Item No.: *4.4.

BOARD AGENDA MEMORANDUM

SUBJECT:

Consider Agricultural Water Advisory Committee's Recommendation and Associated Staff Analysis from the Committee's Joint meeting with the Santa Clara County Farm Bureau on December 16, 2019.

RECOMMENDATION:

Consider and act on the following recommendation by the Agricultural Water Advisory Committee:

That the Board of Directors endorse the Collaborative Team (Team), that is comprised of the Agricultural Water Advisory Committee (AWAC), The SCC Farm Bureau, SCC Open Space Authority, and other external stakeholders and interested agencies/parties, in its effort to explore alternative funding for water projects that ensure groundwater agricultural water rate stability through a measure patterned after Measure P, adopted by City of Mountain View voters in November 2018. The Committee will research Measure P and return to the Committee for further discussion.

SUMMARY:

At the Agricultural Water Advisory Committee's joint meeting with the SCC Farm Bureau on Monday, December 16, 2019, the Committee took the following action:

Recommendation 1:

Voted unanimously that the Board consider the Committee's recommendation to the Board to:

1. Endorse the Collaborative Team exploring alternative funding for water projects, in order to ensure the stability of groundwater agricultural rates through a measure patterned after Measure P, which was adopted by the City of Mountain View voters in November 2018. The Committee will research Measure P and return to the Committee for further discussion.

Background on Measure P

Measure P was a November 2018 City of Mountain View measure which will apply an annual per-employee tax to businesses based on the average number of employees over the previous four quarters at the time a report is submitted to the State of California Employment Development Department.

Businesses with 50 or fewer employees will pay a flat fee of between \$100 and \$400 for

business registration and licensing. Businesses with more than 50 employees will also pay a flat fee, ranging from \$400 for those with between 51 and 500 employees up to \$584,150 for businesses with over 5,000 employees. In addition to these fees, businesses with over 50 employees will pay a tax of \$75 to \$150 per employee based on the company's size.

Measure P passed with 71.05% of the vote.

Staff Analysis:

Staff can provide financial data in support of the collaborative effort. Staff hours required will depend on the request but is not anticipated to be significant.

FINANCIAL IMPACT:

There is no financial impact associated with this item. There may be a future financial impact pending the result of the negotiation.

CEQA:

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

ATTACHMENTS:

None.

UNCLASSIFIED MANAGER:

Darin Taylor, 408-630-3068



Santa Clara Valley Water District

File No.: 20-0103

Agenda Date: 1/28/2020

Item No.: 5.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Update on the Condition of the Almaden Valley Pipeline and Determination that the Condition of the Almaden Valley Pipeline Continues to Constitute an Emergency (San Jose) (District 7).

RECOMMENDATION:

- A. Receive an update on the Almaden Valley Pipeline; and
- B. Determine by a four-fifths vote of the Board that there is a need to continue the emergency action declared by the Chief Executive Officer (CEO) on December 23, 2019, pursuant to California Public Contract Code §22050, to repair the Almaden Valley Pipeline.

SUMMARY:

According to Public Contract Code §22050, in order for the emergency action to remain in place, the Board must determine, by four-fifths vote at every regularly scheduled Board meeting until the emergency action is terminated, that there is a need to continue the emergency action; this agenda item recommends the Board make such a finding.

On December 23, 2019, the CEO declared that the condition of the Almaden Valley Pipeline (AVP) constituted an emergency condition pursuant to California Public Contract Code §22050. The CEO further determined that Santa Clara Valley Water District (Valley Water) staff may repair such pipeline, take any directly related and immediate action required by that emergency, and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts. The emergency condition continues to exist as the repairs to the AVP are not yet underway.

The AVP consists of approximately 12 miles of 72-inch to 78-inch diameter pre-stressed concrete cylinder pipe (PCCP) and welded steel pipe, operating under pressure. The pipeline was constructed in two major segments: AVP Unit 1 was constructed in the 1960's, and AVP Unit 2 was constructed in the 1980's. The AVP is used to supply raw water to Valley Water's treatment plants, groundwater recharge facilities, and service connections. When this pipeline is out of service, Valley Water does not have access to the San Luis Reservoir (Central Valley Project), Anderson and Calero Reservoir supplies. The South Bay Aqueduct must be relied upon as the sole source and supply of raw water to all Valley Water treatment facilities.

AVP planned inspection and rehabilitation work was performed in 2007, 2008, 2011, and 2017. On

December 5, 2017, Valley Water's CEO declared an emergency and a contractor repaired multiple damaged sections of PCCP identified during inspection at risk of imminent failure. Based on the information gathered before and after the 2017/2018 repairs, the nature of damage to the pipe was correlated to embrittlement of the PCCP reinforcement wires.

On March 18, 2018, an acoustic fiber optic (AFO) system was brought on-line to monitor the AVP for events that correlate to additional distress of PCCP sections. This AFO system has detected numerous events since installation. Staff has reviewed this information in combination with other pipeline records, including operation and maintenance data, to analyze changes in failure risk and remaining service life of PCCP in AVP. Results of this analysis indicate a particular PCCP section of the AVP, between Shannon Line Valve and Calero Valve Yard, is significantly distressed and at risk of imminent structural failure. The distressed section is limited to one pipe segment (24 feet in length) under the Alamos Creek, near the bridge crossing at the southern end of Almaden Expressway.

Based on the current condition of significantly distressed pipe section and associated risks, Valley Water cannot return the AVP to safe and reliable service unless repair of significantly distressed pipe section is performed. The planned return to service date for AVP in this location is February 27, 2020. Failure to return the pipeline to service by the prescribed date will pose a significant risk to Valley Water's ability to provide sufficient water to meet minimum water supply demands, as Valley Water's contractual obligations for water delivery increase in the spring and summer.

In response to this emergency condition of the AVP, Valley Water staff activated the Water Utility Department Operations Center on December 23, 2019. Staff from various Valley Water business units participated and strategized on the necessary steps to move forward with the pipeline repairs.

The three water treatment plants in North County are already disconnected from San Luis, Anderson, and Calero reservoirs due to the Cross-Valley and Calero Pipelines Inspection and Rehabilitation Project that is underway from November 18, 2019, to February 28, 2020, and the plants are currently relying on water delivered through the South Bay Aqueduct (SBA). Taking down the AVP for inspection and repair is somewhat fortunately timed because the same contractor Kiewit Corporation working on the Cross-Valley Pipeline can go in and repair the AVP without impacting deliveries to the water treatment plants in January and February. Since the Cross-Valley Pipeline is due to be back up on February 28, 2020, staff is striving to repair the AVP by the same date.

Valley Water staff and consultant personnel performed an emergency visual and electromagnetic inspection of the distressed pipe segments on January 14, 2020. The electromagnetic inspection confirmed the level of distress that Valley Water staff has been monitoring through the AFO system. Contract C0657 for the emergency repair work was awarded to Kiewit Infrastructure West Company. The emergency repair work began on January 20, 2020, is currently progressing as planned, and is scheduled to be completed on time.

It is anticipated that the Santa Teresa Water Treatment Plant will remain online through completion of the repairs. If Valley Water should lose the ability to receive imported water from the State Water Project (via the SBA), there would be an immediate and substantial curtailment of water services in the County. Staff has informed the retailers of the emergency at AVP and will keep them abreast of

the developments. The Office of Communications has also reached out to the neighbors that may be impacted by the mobilization of the crews and the construction activities.

Staff is recommending that the Board determine, by a four-fifths vote, that there is a need to continue the emergency action declared by the CEO, to enable timely procurement of necessary construction contract services, and other services, supplies and essential equipment, without competitively bidding the contracts to complete the repairs. Staff will return to the Board with an update at every regularly scheduled Board meeting until the emergency declaration is concluded.

FINANCIAL IMPACT:

Staff estimates repairing the distressed sections of the AVP could cost in the range of \$1.2M to \$1.7M depending on the scale of the necessary repairs. There are sufficient funds available within the FY20 budget for the 10-Year Pipeline Inspection and Rehabilitation Program (95084002). If repair costs exceed the available funding, staff will recommend a budget adjustment for this Program at a future Board meeting.

CEQA:

Impacts associated with the repair and maintenance activities of the AVP were evaluated by the Pipeline Maintenance Program and the Programmatic Environmental Impact Report, certified and approved by the Board on November 13, 2007. The California Department of Fish and Wildlife and the Regional Water Quality Control Board will be properly notified to address the issued permits for the repairs and the permits will be modified to address emergency actions. All work will be performed deploying the Valley Habitat Plan conditions and avoidance and minimization measures to prevent impacts to sensitive habitat in the project vicinity.

ATTACHMENTS:

Attachment 1: Declaration of Emergency

UNCLASSIFIED MANAGER:

Aaron Baker, 408-630-2135

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TO: Norma J. Camacho
Chief Executive Officer

FROM: Nina Hawk
Chief Operating Officer
Water Utility Enterprise

SUBJECT: Emergency Declaration to Repair
Almaden Valley Pipeline Pursuant to
Public Contract Code §22050

DATE: December 23, 2019

The purpose of this memorandum is to formally request that you as the Santa Clara Valley Water District (Valley Water) Chief Executive Officer (CEO) immediately declare an emergency pursuant to California Public Contract Code §22050 and Valley Water Resolution 05-67 to enable immediate repair of the Almaden Valley Pipeline (AVP) in the City of San Jose, California. This emergency declaration will exempt Valley Water from undergoing competitive bidding requirements to procure the necessary equipment, supplies, non-professional services, and public works to attend to the emergency action described in this memorandum.

The current condition of the AVP poses an emergency condition as it cannot be safely returned to service prior to significant repairs. Per California Public Contract Code §1102, an emergency is "a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services."

Background

The AVP consists of approximately 12 miles of 72-inch to 78-inch diameter prestressed concrete cylinder pipe (PCCP) and welded steel pipe, operating under pressure. The pipeline was constructed in two major segments: AVP Unit 1 was constructed in the 1960's, and AVP Unit 2 was constructed in the 1980's. The AVP is used to supply raw water to Valley Water's treatment plants, groundwater recharge facilities, and service connections. When this pipeline is out of service, Valley Water does not have access to the San Luis Reservoir (Central Valley Project), Anderson and Calero Reservoir supplies. The South Bay Aqueduct must be relied upon as the sole source and supply of raw water to all Valley Water treatment facilities.

AVP planned inspection and rehabilitation work was performed in 2007, 2008, 2011, and 2017. On December 5, 2017, Valley Water's CEO declared an emergency and a contractor repaired multiple damaged sections of PCCP identified during inspection at risk of imminent failure. Based on the information gathered, before and after the 2017/2018 repairs, the nature of damage to the pipe was correlated to embrittlement of the PCCP reinforcement wires.

On March 18, 2018, an acoustic fiber optic (AFO) system was brought on-line to monitor the AVP for events that correlate to additional distress of PCCP sections. This AFO system has detected numerous events since installation. Staff has reviewed this information in combination with other pipeline records, including operation and maintenance data, to analyze changes in failure risk and remaining service life of PCCP in AVP. Results of this analysis indicate a particular PCCP section of the AVP, between Shannon Line Valve and Calero Valve Yard, is significantly distressed and at risk of imminent failure.

Potential Consequences

Potential consequences of a pipe failure in this location include:

- a. Physical damage to adjacent area;
- b. Negative impact to endangered species habitat (e.g., steelhead fish) due to excessive raw water discharge into Alamos Creek, along with substantial erosion; and
- c. Significant risk to Valley Water's ability to provide sufficient water to meet minimum water supply demands due to prolonged pipeline outage to repair a pipe break.

Potential consequences of a prolonged outage to isolate and repair the pipeline in this location include:

- a. Inability to meet contractual water supply agreements, which restrict planned outages between November and March;
- b. Inability to meet treated water allotment obligations to retailers beginning May 2020; and
- c. Valley Water treatment facilities must rely solely on the South Bay Aqueduct for raw water supply.

Based on the current condition of significantly distressed pipe sections and associated risks, Valley Water cannot return the AVP to safe and reliable service unless repair of significantly distressed pipe sections is performed. The planned return to service date for AVP in this location is February 27, 2020. Failure to return the pipeline to service by the prescribed date will pose a significant risk to Valley Water's ability to provide sufficient water to meet minimum water supply demands, as Valley Water's contractual obligations for water delivery increase.

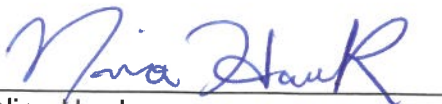
Recommendation

Staff recommends a Declaration of Emergency be issued so that immediate action can be taken to complete all work activities related to the repair of structurally distressed pipe on the Almaden Valley Pipeline. Based on the substantial evidence detailed above, I recommend that you officially declare that an emergency situation exists as defined by the California Public Contract Code §1102. If you agree with this recommendation, please indicate concurrence by signing below.



Aaron Baker
Deputy Operating Officer
Water Utility Enterprise
Acting for Nina Hawk
Chief Operating Officer
Water Utility Enterprise

Concur:



Nina Hawk
Chief Operating Officer
Water Utility Enterprise
Acting for Norma J. Camacho
Chief Executive Officer

District Counsel:

 12-23-19

Leslie Orta
Senior Assistant District Counsel



Santa Clara Valley Water District

File No.: 19-0953

Agenda Date: 1/28/2020

Item No.: 6.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Update on the Palo Alto Flood Basin Tide Gate Structure Improvements Project, Project No. 10394001 (Palo Alto, District 7).

RECOMMENDATION:

Receive an Update on the Palo Alto Flood Basin Tide Gate Structure Improvements Project.

SUMMARY:

Background:

The Palo Alto Flood Basin (PAFB) Tide Gate Structure was constructed in 1957 by the Santa Clara County Flood Control and Water Conservation District, Santa Clara County, and the City of Palo Alto. A map of the PAFB is included as Attachment 1.

In September 2012, Santa Clara Valley Water District (Valley Water) completed emergency repairs to stop seepage flow beneath the structure under U.S. Army Corps of Engineering (USACE) Regional General Permit #5. As part of that effort, staff submitted a post construction report to USACE which detailed the emergency work and attached evidence of initiation of a capital project to replace the existing tide gate structure within 5 years.

In 2014, Valley Water engaged the services of Mark Thomas & Co (MT) to perform structural inspections and prepare an assessment report for the tide gate structure. The report concluded that the structure was in generally good condition and recommended approximately \$180,000 in minor structural repairs.

In 2017, Valley Water contracted a construction contractor to perform minor maintenance repairs; however, the work was complicated due to cracks in the bottom slab and stopped during the dewatering process. A subsequent letter prepared by MT in October 2017 recommended the structure be replaced in the next couple of years.

In 2018, Valley Water management directed a new team to complete planning, design, and construction of a new tide gate structure.

On January 8, 2018, the project team met with the City of Palo Alto to coordinate ongoing efforts and

next steps. The team discussed Project alignment with the San Francisquito Creek Joint Powers Authority's (SFCJPA) Strategy to Advance Flood protection, Ecosystems and Recreation Project (SAFER Bay), the City of Mountain View's South Bay Salt Pond Restoration Project (Mountain View Ponds), and the South San Francisco Bay Shoreline Project (Shoreline Project). The team also discussed an inter-agency cost share agreement to fund the Project, PAFB data sharing, and preparation of an Emergency Action Plan (EAP) for the PAFB, Adobe Creek, Barron Creek, and Matadero Creek.

On October 29, 2018, the project team met with the City of Palo Alto, the City of Mountain View, and the SFCJPA to ensure inter-agency coordination and advance the planning, design, and construction of the Project. During the meeting the team learned that the SAFER Bay project is expected to complete planning within the next 10 to 12 years and that the Mountain View Ponds project is expected to begin construction in 2021 pending permitting. The team agreed that given the risk of failure of the tide gate structure, Valley Water should proceed with planning, design, and construction of the PAFB Gate Structure Improvements Project (Project).

A preliminary project design criteria memorandum was prepared, and it was reviewed and accepted by the City of Palo Alto, City of Mountain View, and the SFCJPA, on January 14, 2019.

In order to minimize the consequences of failure, staff prepared an Emergency Action Plan (EAP) which was reviewed and accepted by the City of Palo Alto.

Currently, Valley Water maintenance staff performs routine inspections of the PAFB levees, tide gate structure, and passive tide gates. In addition, the Project team monitors the PAFB tide gate structure every 3 to 6 months. The City of Palo Alto operates one motor driven sluice gate, and adjusts the water circulation as needed for vector control and salinity purposes.

Description

The structural engineering assessment completed in 2017 estimated that the tide gate structure should be functional for another two to three years. If the structure fails, tidal water could flood approximately 460 residences, 2 schools, 7 businesses, and Hwy 101 during two-year frequency peak high tide events. In addition to tidal flooding in low elevation areas, flooding from tributary creeks could worsen during high tide events as tidal water pushes upstream and reduces channel design capacity.

Meanwhile, the Project team engaged the same structural engineering consultant to conduct an updated structural assessment of the structure. The updated structural assessment was completed on January 13, 2020, and estimates the tide gate structure should be able to function for another couple years.

Schedule

The current schedule includes one year for obtaining permits and 18 months for preparation of CEQA documents. The goal is to begin construction of the Project by September 2021.

Alternatives Considered

The Project team evaluated three alternatives: No Action (Alternative A), New Structure Upstream of Existing Tide Gate Structure Location (Alternative B), and New Structure Next to Existing Tide Gate Structure Location (Alternative C).

The chosen Alternative will be further refined during the design phase which will include incorporation of permit conditions.

Alternative A - No Action

Alternative A is included to identify expected impacts to the tide gate structure and areas affected by failure at the tide gate structure if no project is constructed. The EAP will be implemented in case of eminent failure.

Alternative B - New Structure Upstream of Existing Tide Gate Structure Location

Alternative B includes five stages (construction seasons) to construct a new tide gate structure upstream from the existing structure as shown in Attachment 2.

Stage 1 (September 2021 - January 2022) would include installation of dewatering system B-1 to dewater the work area, excavation of levee soils, and construction of the pile foundation for the first half of the new structure. The existing structure would function as is for flows.

Stage 2 (September 2022 - January 2023) would include complete construction of the first half of the new tide gate structure and tide gates, and construction of an outlet channel, while the existing tide gate structure functions as is for flows.

Stage 3 (September 2023 - January 2024) would include removal of dewatering system B-1, installation of dewatering system B-2 to dewater the second work area, and construction of the second half of pile foundation. The first half of the new structure would bypass flows out of the flood basin in lieu of the existing structure.

Stage 4 (September 2024 - January 2025) would include removal of the existing structure, completion of construction of the second half of the new structure and tide gates, and completion of necessary soil improvements for the new levee. The first half of the new structure would continue to serve as a bypass for flows.

Stage 5 (September 2025 - January 2026) would include complete construction of the new levee and removal of dewatering system B-2.

Alternative C - New Structure Next to Existing Tide Gate Structure Location

Alternative C includes four stages (construction seasons) to construct a new tide gate structure adjacent and approximately 50 feet east of the existing structure as shown in Attachment 3.

Stage 1 (September 2021 - January 2022) would include installation of dewatering system C-1 to dewater the work area, excavation of levee soils, and construction of the pile foundation for the entire new structure.

Stage 2 (September 2022 - January 2023) would include completing construction of the new tide gate structure and tide gates, and construction of an outlet channel, while the existing tide gate structure functions as is for flows.

Stage 3 (September 2023 - January 2024) would include removal of dewatering system C-1, installation of dewatering system C-2 to dewater the second work area, removal of existing tide gate structure, and completion of necessary soil improvements for the new levee.

Stage 4 (September 2024 - January 2025) would include complete construction of the new levee and removal of dewatering system C-2.

Recommended Alternative

The Staff Recommended Alternative was determined by comparing various criteria of Alternative B and Alternative C as listed in Attachments 4 and 5. Both feasible alternatives include a new tide gate structure but are different in the location of the structure. However, Alternative C is recommended for the below reasons:

1. Alternative C construction duration would be 12 months less than Alternative B.
2. Alternative C would include less construction risk for schedule and cost overruns.
3. Alternative C would be easier to permit compared to Alternative B due to a reduced construction footprint, and shorter construction duration.
4. The total approximate project cost of Alternative B and Alternative C is \$35,598,000 and \$30,436,000 respectively. Alternative C provides an estimated \$5,162,000 in cost savings.

The project team concluded that both Alternative B and Alternative C provides the same level of flood protection for three creeks while accounting for 2 feet of additional sea level rise. However, Alternative C has the least environmental impact and is the timeliest and most cost effective. The project team recommends that Alternative C be advanced to the design and construction phases.

FINANCIAL IMPACT:

This project is currently funded from the Watersheds and Steam Stewardship Fund 12 in the FY2020 - 24 Five-year Capital Improvement Program for \$12,230,000. The current estimated total project cost for implementing Alternative C is \$32M. The estimated total project cost has increased by

approximately \$20M due to recommendations from the geotechnical investigation report and multiple years of construction. The updated total project cost of \$32,765,000 has been included in the Preliminary FY2021 - 25 Capital Improvement Program.

The project team is currently pursuing Proposition 68 grant funding up to \$6M, and has received a letter of support from the City of Palo Alto for the grant application. A similar letter of support is being sought out from the San Francisco Joint Powers Authority (SFCJPA).

CEQA:

A Mitigated Negative Declaration is being prepared for this project.

ATTACHMENTS:

- Attachment 1: Map
- Attachment 2: Alternative B Construction Staging
- Attachment 3: Alternative C Construction Staging
- Attachment 4: Feasible Alternatives Matrix
- Attachment 5: PowerPoint

UNCLASSIFIED MANAGER:

Ngoc Nguyen, 408-630-2632

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ALTERNATIVE B - Construction Staging

SAN
FRANCISCO
BAY



EXISTING TIDE
GATE STRUCTURE

PALO ALTO
FLOOD BASIN

ALTERNATIVE B - STAGE 1 AND STAGE 2

EXISTING STRUCTURE WILL REMAIN IN USE
DURING STAGE 1 AND STAGE 2 CONSTRUCTION

STAGE 2:
- CONSTRUCT FIRST HALF OF SUPERSTRUCTURE
- CONSTRUCT OUTLET CHANNEL
- CONSTRUCT NEW LEVEE

SAN
FRANCISCO
BAY



STAGE 1:
- INSTALL DEWATERING SYSTEM B-1
- LEVEE EXCAVATION
- CONSTRUCT FIRST HALF OF PILE FOUNDATION

PALO ALTO
FLOOD BASIN

ALTERNATIVE B - STAGE 3 AND STAGE 4

STAGE 4:

- REMOVE EXISTING STRUCTURE
- CONSTRUCT SECOND HALF OF SUPERSTRUCTURE
- CONSTRUCT GROUND IMPROVEMENTS

STAGE 3:

- REMOVE DEWATERING SYSTEM B-1
- OPEN FIRST HALF OF NEW STRUCTURE AND OUTLET CHANNEL
- CONSTRUCT DEWATERING SYSTEM B-2 FOR NEW AREA
- CONSTRUCT SECOND HALF OF PILE FOUNDATION

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FRANCISCO
BAY

PALO ALTO
FLOOD BASIN

ALTERNATIVE B - STAGE 5

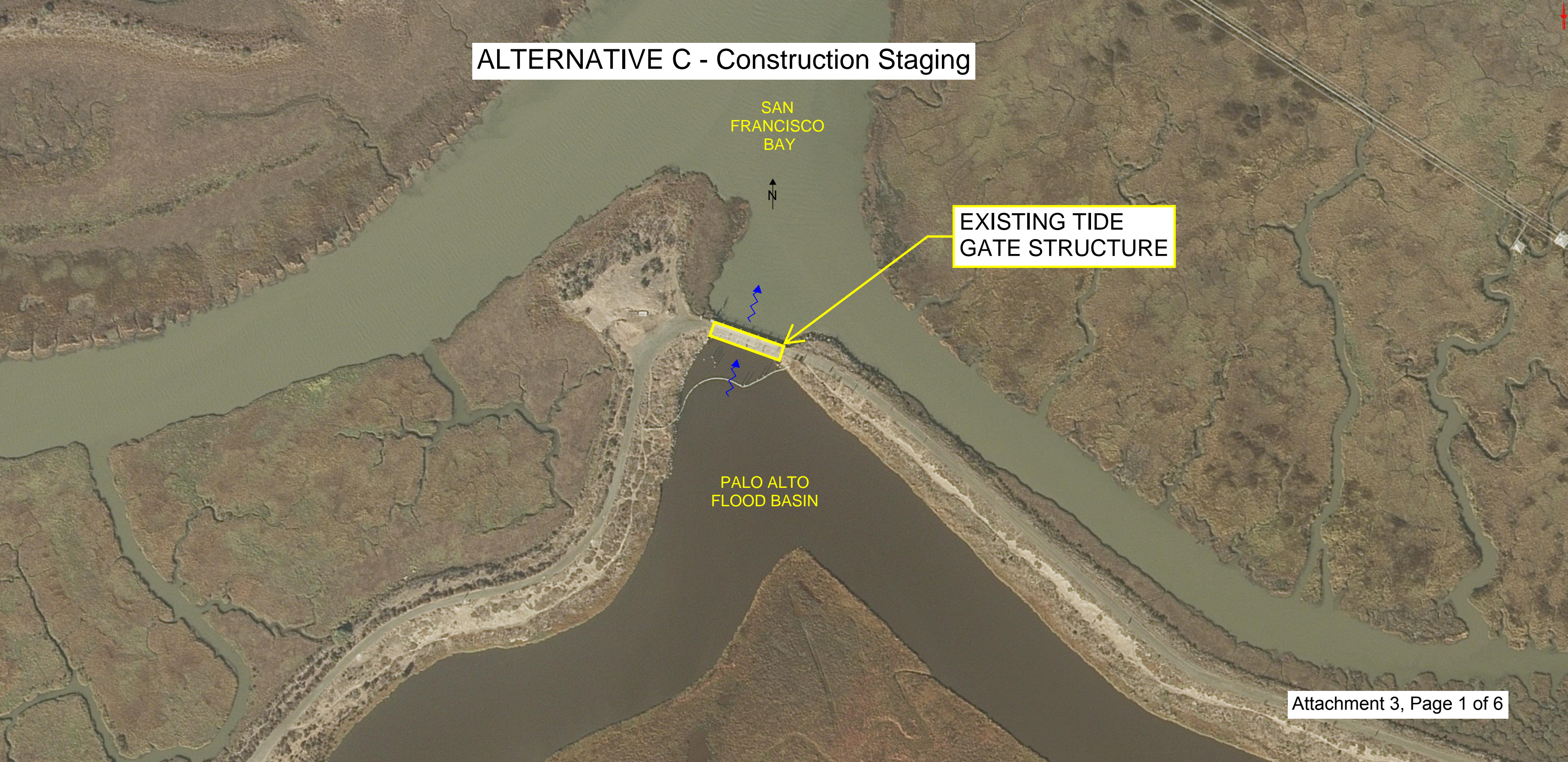
STAGE 5:
- CONSTRUCT LEVEE
- REMOVE DEWATERING SYSTEM B-2

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FRANCISCO
BAY



PALO ALTO
FLOOD BASIN

ALTERNATIVE C - Construction Staging



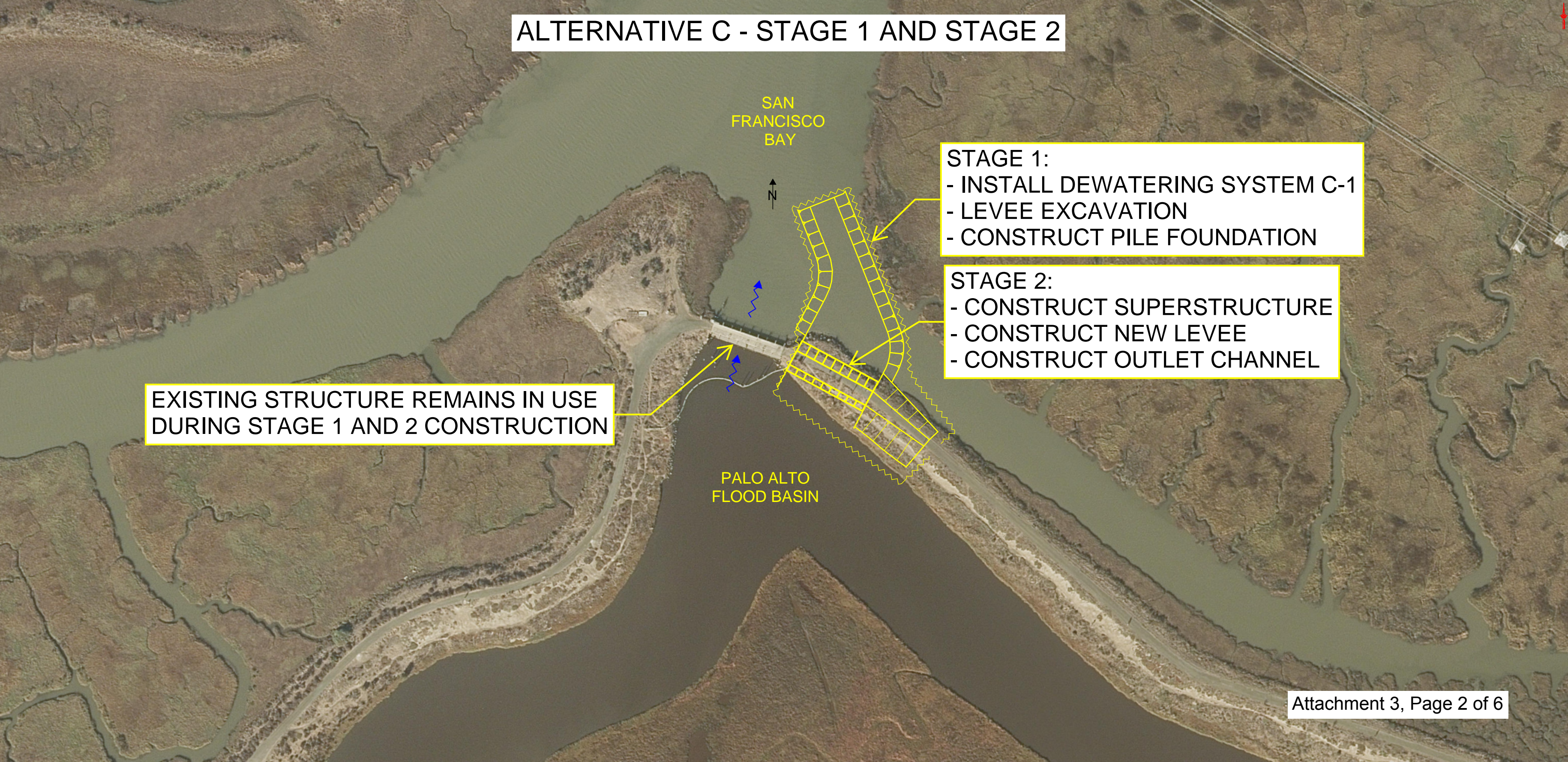
SAN
FRANCISCO
BAY



EXISTING TIDE
GATE STRUCTURE

PALO ALTO
FLOOD BASIN

ALTERNATIVE C - STAGE 1 AND STAGE 2



SAN
FRANCISCO
BAY



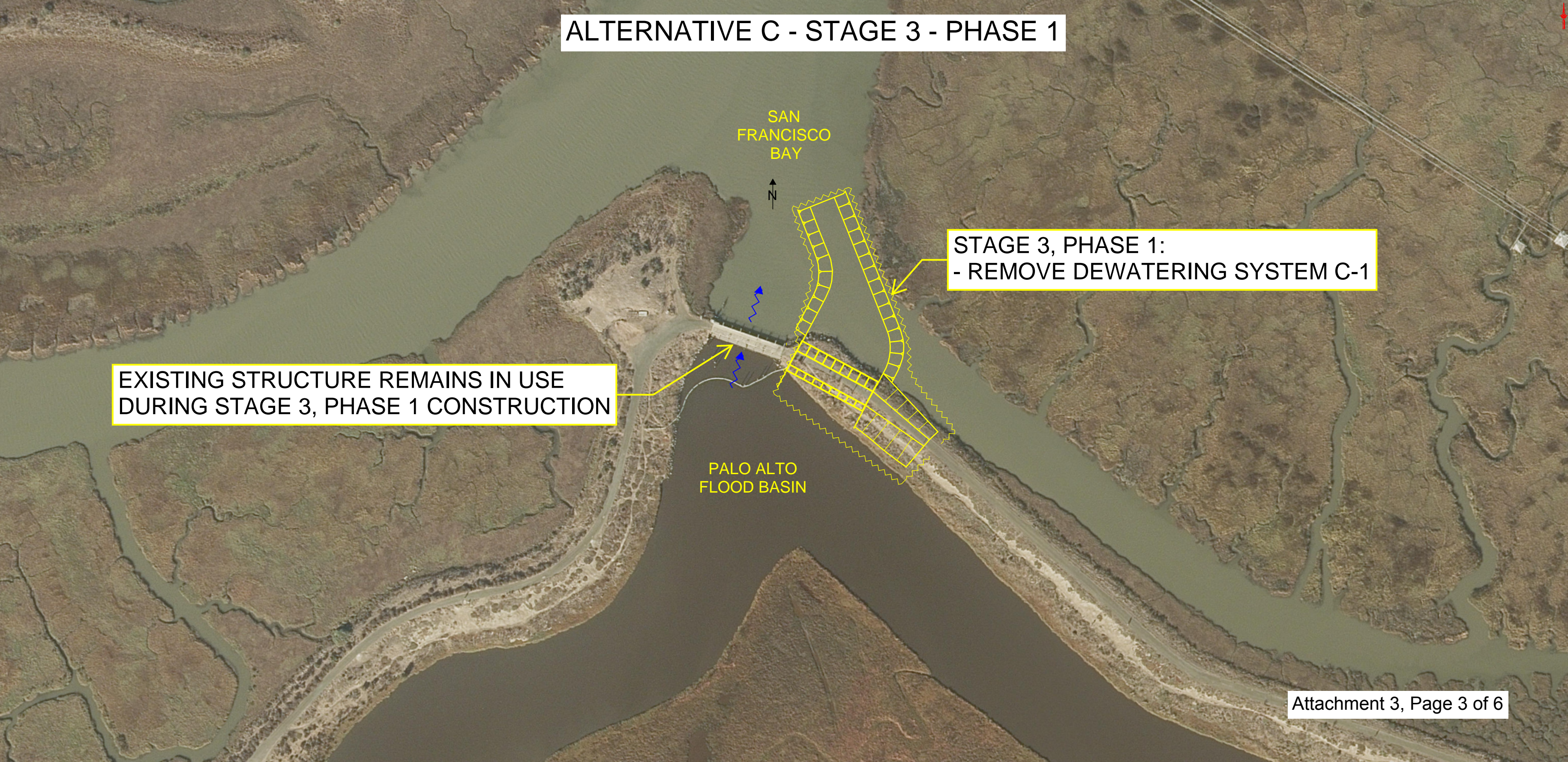
STAGE 1:
- INSTALL DEWATERING SYSTEM C-1
- LEVEE EXCAVATION
- CONSTRUCT PILE FOUNDATION

STAGE 2:
- CONSTRUCT SUPERSTRUCTURE
- CONSTRUCT NEW LEVEE
- CONSTRUCT OUTLET CHANNEL

EXISTING STRUCTURE REMAINS IN USE
DURING STAGE 1 AND 2 CONSTRUCTION

PALO ALTO
FLOOD BASIN

ALTERNATIVE C - STAGE 3 - PHASE 1



SAN
FRANCISCO
BAY



STAGE 3, PHASE 1:
- REMOVE DEWATERING SYSTEM C-1

EXISTING STRUCTURE REMAINS IN USE
DURING STAGE 3, PHASE 1 CONSTRUCTION

PALO ALTO
FLOOD BASIN

ALTERNATIVE C - STAGE 3 - PHASE 2

STAGE 3, PHASE 2:
- CONSTRUCT DEWATERING SYTEM C-2
- REMOVE EXISTING TIDE GATE STRUCTURE
- CONSTRUCT GROUND IMPROVEMENTS

SAN FRANCISCO BAY



PALO ALTO FLOOD BASIN

NEW TIDE GATE STRUCTURE
IN FULL USE DURING STAGE
3, PHASE 2 CONSTRUCTION

ALTERNATIVE C - STAGE 4

STAGE 4:

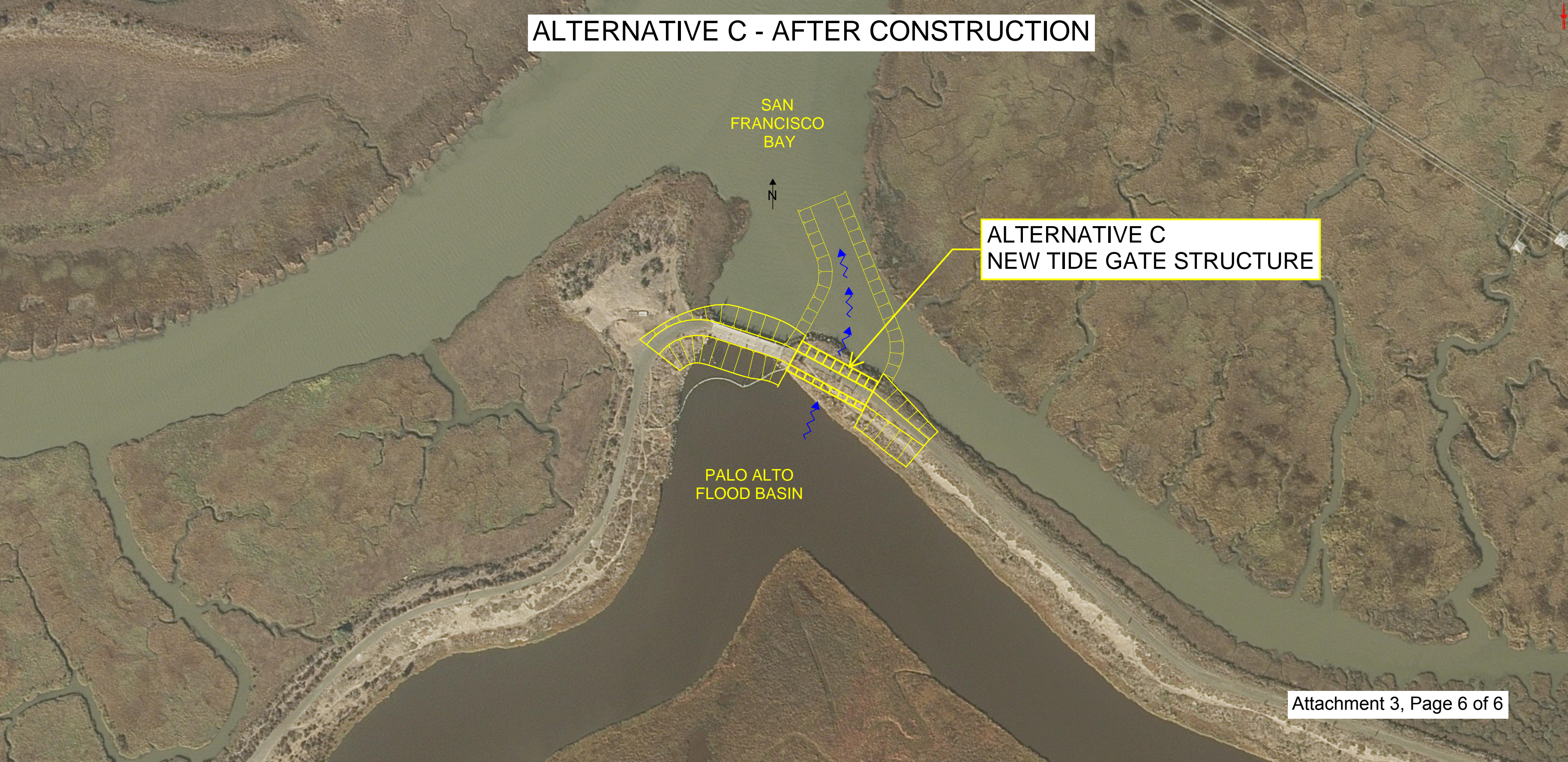
- COMPLETE GROUND IMPROVEMENTS
- CONSTRUCT NEW LEVEE
- REMOVE DEWATERING SYSTEM C-2

SAN
FRANCISCO
BAY



PALO ALTO
FLOOD BASIN

ALTERNATIVE C - AFTER CONSTRUCTION



SAN
FRANCISCO
BAY



ALTERNATIVE C
NEW TIDE GATE STRUCTURE

PALO ALTO
FLOOD BASIN

Feasible Alternatives Matrix

Alternative Element	Alternative A No Action	Alternative B New Structure Upstream from Existing Tide Gate Structure Location	Alternative C New Structure Next to Existing Tide Gate Structure Location
Construction Footprint Area	N/A	3.1 acres	2.6 acres
Native Planting Area	N/A	0.6 acres	0.4 acres
Number of Construction Season	N/A	5	4
Environmental Impact	* Potential loss of brackish marsh habitat. * 2-year flooding of 460 residences, 2 schools, 7 businesses, and temporary closure of Highway 101.	* Temporary impacts during the construction work windows for 5 seasons. * Current brackish marsh habitat will be maintained.	* Temporary impacts during the construction work windows for 4 seasons. * Current brackish marsh habitat will be maintained.
Impact to Trail Users	Trail is expected to be lost when tide gate structure fails.	The trail will be closed at the limits of the construction area for 53 months.	The trail will be closed at the limits of the construction area for 41 months.
Construction Uncertainties	N/A	Higher risk of construction complications due to unknown subsurface conditions, and staged construction of the tide gate structure.	Lower risk of construction complications.
Ease of Permitting	N/A	Permitting will be considerably difficult due to longer construction time and larger construction footprint area.	Permitting will be easier compared to Alternative B due to shorter construction time and reduced construction footprint area.
Mitigates Against SLR	No	Partial mitigation	Partial mitigation
Construction Cost	\$ -	\$ 31,147,200	\$ 26,429,200
Planning & Design Cost	\$ -	\$ 3,264,000	\$ 2,947,000
Permitting Cost	\$ -	\$ 1,186,800	\$ 1,059,400
Total 50-Year Lifetime Cost	N/A	\$ 35,598,000	\$ 30,435,600

* \$1.4M of estimated future long-term maintenance costs has been provided to Operations & Maintenance for their 5-year plan and is not included in the costs above.

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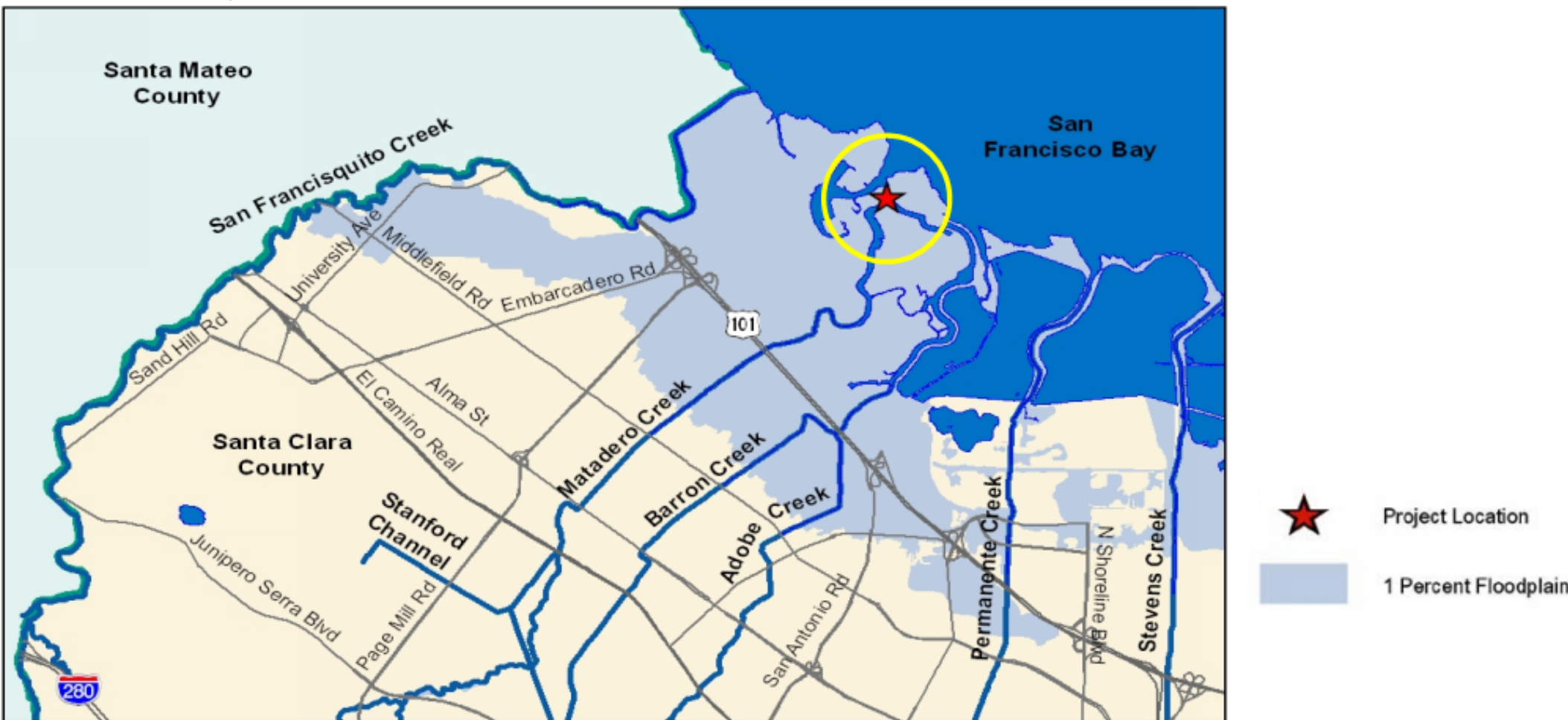
Palo Alto Flood Basin Tide Gate Structure Improvements

Presented by: **Roger Narsim**, P.E., P.L.S., Assoc. DBIA, Capital Engineering Manager



Project Location (District 7)

2





EXISTING TIDE
GATE STRUCTURE

Background

- Tide gates constructed in 1957 by Santa Clara County Flood Control & Water Conservation District, Santa Clara County, and the City of Palo Alto
- Palo Alto Flood Basin (PAFB) controls starting water elevations for Adobe, Barron, and Matadero creeks
- Historically the City of Palo Alto owned gates in the basin before the current structure was built



Stakeholders (1 of 2)

5

- San Francisquito Creek Joint Powers Authority (SFCJPA)
- City of Palo Alto (City of PA)
- City of Mountain View (City of MW)
- U.S. Army Corps of Engineers (USACE)
- U.S. Fish and Wildlife Service (USFWS)
- National Marine Fisheries Service (NMFS/NOAA)

Stakeholders (2 of 2)

6

- California Department of Fish and Wildlife (CDFW)
- San Francisco Bay Regional Water Quality Control Board
- Santa Clara County Vector Control District (SCCVCD)
- San Francisco Bay Trail (Bay Trail)
- California State Coastal Conservancy (SCC)
- San Francisco Bay Conservation and Development Commission (BCDC)

Tide Gate Structure Condition

7



Timeline: Previous Studies & Repairs 8

- PAFB Tide Gate Structure leaking reported (2011)
- PAFB Tide Gate Structure Monitoring (Dec. 2011)
- PAFB Tide Gate Structure Emergency Repairs (2012)
 - Post-emergency repair report to USACE (Oct. 2012)
 - New Capital Project initiated in 2012 to replace structure within 5 years
- PAFB Tide Gate Structure Inspection Report (April 2014)
- Problem Definition/Refined Objectives Report (June 2016)
- PAFB Tide Gate Structure Maintenance Repairs, Incomplete (Oct. 2017)
- Structural Assessment – replace within 2 years (Oct. 2017)
- Project transferred to Design and Construction Unit 5, #336 (Jan. 2018) for developing a structure replacement

Timeline: Work-to-date (1 of 2)

9

- Geotechnical investigation & report (2018-2019)
- Bathymetric survey (2018-2019)
- Project coordination w/ City of Palo Alto regarding electrical controls (June 2019)
- Hydraulic analysis of gate design (July 2019)
- Sea Level Rise (SLR) optimization, target 2 feet (July 2019)

Timeline: Work-to-date (2 of 2)

10

- Project coordination/collaboration with stakeholders (2018-2019)
- Preliminary Design Criteria (January 2019)
- Emergency Action Plan for Valley Water and City of Palo Alto (June 2019)
- Problem Definition/Refined Objectives Report (January 2020)
- Draft Planning Study Report (January 2020)

Preliminary Design Criteria

11

- Provide 100-year flood risk reduction for Matadero Creek, Adobe Creek, and Barron Creek.
- Increased capacity for future Sea Level Rise (SLR) (*Top of structure will be 4 feet above the existing levee, consistent with City of Mountain View Shoreline Levee Project at Coast Casey*)
- Located along future Shoreline Levee Project alignment
- Meet current seismic design standards
- Increase the safety and efficiency for future Operations & Maintenance
- Increase hydraulic efficiency with 8 side-hinged gates vs 15 top-hinge gates

Side gate versus Top gate efficiency 13

Video to be played during meeting.

Project Schedule

- Draft Problem Definition Report & Planning Study Report: January 2020
- Planning Phase Completion: May 2020
- 30% Design: Sept. 2019 – April 2020
- 60% Design: May 2020 – Oct. 2020
- 90% Design: Oct. 2020 – Dec. 2020
- 100% Design: Dec. 2020 – Feb. 2021
- Environmental (CEQA/Permitting): Jan. 2019 – April 2021
- Advertise/Award Contract: April 2021 – August 2021
- Construction Schedule (Alt-C): Sept. 2021 – Jan. 2025

Public Outreach

- Project website (January 2020)
- Planning & preliminary design – public meeting (March 2020)
- CEQA – MND, public notification & circulation (May 2020)
- Pre-construction public meeting (August 2021)

QUESTIONS



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Santa Clara Valley Water District

File No.: 20-0102

Agenda Date: 1/28/2020

Item No.: 6.2.

BOARD AGENDA MEMORANDUM

SUBJECT:

Authorize the Chief Executive Officer to Negotiate and Execute the Agreement with Horizon Water and Environment, LLC., for Environmental Planning and Permitting Services for the Anderson Dam Seismic Retrofit Project, Project No. 91864005, for an amount not-to-exceed \$4,500,000 (Morgan Hill) (District 1).

RECOMMENDATION:

Authorize the Chief Executive Officer to negotiate and execute an Agreement with Horizon Water and Environment, LLC., for Environmental Planning and Permitting Services for the Anderson Dam Seismic Retrofit Project for an amount not-to-exceed \$4,500,000.

SUMMARY:

The Anderson Dam Seismic Retrofit (ADSR) Project will correct dam seismic deficiencies and address the impacts of the operation of Anderson Reservoir on the beneficial uses of Coyote Creek, including restoration of fisheries, wildlife, water quality, and water supply. The ADSR Project will require an extensive environmental compliance process, including evaluation under the California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and several regulatory permits.

Several factors have expanded the scope of the ADSR Project compared to what was originally envisioned. The Federal Energy Regulatory Commission (FERC) has determined that operation of Anderson Reservoir will need to be addressed as part of the environmental consultation and project approval. National Marine Fisheries Service (NMFS) has determined that potential impacts related to operation of the dam after completion of the construction must also be considered. As a part of the project evolution, FERC, California Department of Water Resources Division of Safety of Dams, and the independent Board of Consultants have requested additional geotechnical investigations and analysis to design the spillway, in-reservoir stockpiles, outlet works, and embankment reconstruction to improve the overall constructability of the proposed project. Finally, because of the overlap between the ADSR Project in protecting water supply and public safety, and the Fish and Aquatic Habitat Collaborative Effort (FAHCE) in addressing the types of restoration measures necessary to avoid, minimize, and potentially mitigate impacts of continuing operations of Anderson Reservoir on Coyote Creek, Valley Water will evaluate applicable Coyote Creek FAHCE measures in the ADSR Project Environmental Impact Report (EIR).

These events have greatly expanded the scope of the project and resulted in significant changes to the project description. The existing planning consultant was not scoped for this additional work effort. Therefore, a new request for proposals was pursued for a new environmental consultant agreement based on the significant changes to the project description and environmental permitting parameters.

The new Consultant will take over the fundamental environmental review and permitting services from the existing consultant team. The Consultant will provide environmental planning and permitting services for ADSR Project by performing the following four major tasks:

- Task 1 - Project Management Services
- Task 2 - Environmental Services
- Task 3 - Regulatory Compliance
- Task 4 - Supplemental Services

The EIR will include evaluation of proposed seismic retrofit activities and operations of the reservoir. Habitat restoration and non-flow measures for Coyote Creek under FAHCE are anticipated to be evaluated programmatically in the EIR. Regulatory compliance will include permitting services to satisfy federal, state, and local natural resource agency permitting requirements for construction of the seismic retrofit project. Supplemental services will be scoped to provide, if warranted, additional CEQA, NEPA, permitting, and mitigation development services to support supplemental requests from regulatory agencies.

Consultant Selection Process

On October 22, 2019, a Request for Proposal (RFP) for Environmental Planning and Permitting Services for the ADSR Project 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 two consultant firms, Horizon Water and Environment, LLC. (Horizon), and Environmental Science Associates. An Evaluation Committee (EC), consisting of three subject matter experts, all from Valley Water, ranked the written proposals. Both firms 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 Horizon, the highest ranked firm. Horizon's team includes five subconsultants. Therefore, with the approval of the Agreement, Valley Water will have access to the varied expertise of five different project environmental planning and permitting firms.

On December 11, 2019, Valley Water staff initiated contract negotiations with Horizon Water and Environment, LLC. As of the date of posting this Agenda Item, Valley Water staff continues negotiation of the final Agreement, including scope of work and hourly rates. Staff requests that upon completion of successful negotiation, including finalized legal review, the CEO is authorized to execute the Agreement with Horizon Water and Environment, LLC., for Environmental Planning and Permitting Services for the ADSR Project, contingent on final Agreement value not exceeding

\$4,500,000. Board approval would ensure the quickest possible authorization to proceed, facilitating delivery of environmental review on an expedited timeline.

FINANCIAL IMPACT:

Staff estimates a not-to-exceed fee of \$4,500,000 for the Agreement with Horizon Water and Environment, LLC., for Environmental Planning and Permitting Services for the ADSR Project. A budget adjustment will be required. Staff is planning to bring the budget adjustment to the Board in February 2020 along with the FY 2018-19 year-end closing budget adjustments, and the FY 2019-20 mid-year budget adjustments. The updated FY 2019-20 planned expenditures for the ADSR Project have been incorporated into the Preliminary FY 2021-25 Capital Improvement Program.

CEQA:

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

ATTACHMENTS:

None

UNCLASSIFIED MANAGER:

Chris Hakes, 408-630-3796

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Santa Clara Valley Water District

File No.: 20-0128

Agenda Date: 1/28/2020

Item No.: *6.3.

BOARD AGENDA MEMORANDUM

SUBJECT:

Authorize the Chief Executive Officer to Negotiate and Execute a Single Source Consultant Services Agreement with Stantec Consulting Services, Inc. for a not-to-exceed amount of \$397,753 for services related to Pursuing Outside Funding Sources in support of the Pacheco Reservoir Expansion Project, Project No. 91954002. (PREVIOUSLY LISTED AS ITEM 5.2)

RECOMMENDATION:

Authorize the Chief Executive Officer to negotiate and execute a single source consultant services agreement (Agreement) with Stantec Consulting Services, Inc. for a not-to-exceed amount of \$397,753 to provide services related to pursuing a Water Infrastructure Finance and Innovation Act (WIFIA) loan and investigating other potential funding sources for the Pacheco Reservoir Expansion Project that does not substantially differ from the agreement attached to this memorandum.

SUMMARY:

The Pacheco Reservoir Expansion Project (Project) is a multi-agency effort to provide water supply reliability, environmental restoration, and other benefits through construction of new facilities and long-term operational strategies. The Project would include construction of a new dam, conveyance facilities, and appurtenant infrastructure at an estimated cost of \$1.3 billion (2019).

On August 14, 2017, Valley Water submitted an application to the California Water Commission (CWC) for the California Proposition 1 Water Storage Investment Program (WSIP) funding for the Project. The CWC conditionally approved Valley Water's full funding request of \$484.55 million on July 24, 2018, which included an Early Funding award of \$24.2 million. The Early Funding award was authorized by the CWC to reimburse Valley Water for funds expended starting August 14, 2017 for efforts related to the completion of the Environmental Documentation and Permitting for the Project.

The Project has been identified as the preliminary National Economic Development Alternative within the San Luis Reservoir Low Point Improvement Project (SLLPIP) Federal Feasibility Report, led by the United States Bureau of Reclamation (USBR). USBR also released the public draft Environmental Impact Statement/Environmental Impact Report for the SLLPIP on July 26, 2019. Valley Water's participation in the SLLPIP provides a nexus for potential partial federal funding of the Project. Subject to successful completion of their review of the Project, USBR would be the Project

sponsor to recommend WIIN Act funding.

Valley Water continues to explore additional project funding through the Federal Water Infrastructure Improvements for the Nation (WIIN) Act, and low cost financing through the Environmental Protection Agency's (EPA's) Water Infrastructure Finance and Innovation Act (WIFIA), as well as other Federal and State funding and financing programs.

Valley Water requires the services of a qualified consultant with prior successful experience to prepare applications for low interest loans under the EPA's WIFIA and investigate other potential funding sources. Valley Water staff does not have the resources, experience, and knowledge to gather the information needed for this effort. Staff recommends the selection of Stantec Consulting Services (Stantec) to provide the services needed to prepare the WIFIA application. Stantec is experienced in preparing WIFIA loan applications which staff at Valley Water currently lacks. Stantec's preparation of the WIFIA application is expected to vastly improve Valley Water's chances of receiving a WIFIA loan for the Project.

As part of the effort to retain a consultant expeditiously to assist in the pursuit of a loan, staff contacted the Pacheco Reservoir Expansion Project (PREP) Program Management Consultant (PMC). Neither the PMC, nor its subconsultants, have the experience required to generate the WIFIA Letter of Intent and the loan application. Staff also reached out to Valley Water's Financial Planning and Management group who confirmed that no current or past on-call consultants had the required experience to perform the work.

Staff recommends selecting Stantec based on its proposed project team's qualifications, expertise, and experience. In addition, Stantec has demonstrated experience in securing more than a billion dollars for past clients pursuing WIFIA loans. In 2019, Stantec completed three successful Letters of Interest for WIFIA loans.

As Stantec is part of a consultant team helping Valley Water with the planning, design, and environmental permitting of the Project, Stantec's staff that will prepare the WIFIA loan documents will have immediate access to previously collected and generated information about the Pacheco Reservoir Expansion Project. This familiarity will result in Stantec needing less time to become familiar with the Project details, which is critical to ensure the preparation of a timely and robust application for a WIFIA loan.

FINANCIAL IMPACT:

Funding for this item is included in the FY 2020 Pacheco Reservoir Expansion Project budget, Project No. 91954002. Cost of services to be provided by the Consultant is not-to-exceed \$397,753, with both basic services and optional services. Optional services are budgeted in the event that a second application is needed, based on readiness of the Project to receive a WIFIA loan. Basic services are anticipated to be completed within 24 months and optional services may require 12 additional months to complete.

CEQA:

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

ATTACHMENTS:

Attachment 1: Draft Agreement

UNCLASSIFIED MANAGER:

Christopher Hakes, 408-630-3796

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STANDARD CONSULTANT AGREEMENT

(For Administrative (General) Consultant Contracts)
Terms and Conditions Template
Rev. D 10/1/2018-12/31/2019

This agreement (Agreement) is effective once fully executed (Effective Date), by and between SANTA CLARA VALLEY WATER DISTRICT (Valley Water), and STANTEC CONSULTING SERVICES, INC., a New York corporation (Consultant), individually the Party or collectively the Parties.

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

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

SECTION ONE

SCOPE OF SERVICES

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

SECTION TWO

DUTIES OF CONSULTANT

1. Performance

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

2. Consultant Controlled Areas

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

3. Licensing

Services performed by Consultant will be undertaken only by persons appropriately licensed, certified, or registered in California, as applicable to the Services described herein, when required by statutes or regulations, as well as pursuant to the relevant standard of care as described in subsection 11, Standard of Care. Consultant shall make available upon Valley Water's request, documentation of qualifications and licensing of personnel performing Services described herein.

4. Valley Water's Approval of Deliverables

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

5. Errors and Omissions

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

6. Valley Water Standardization Requirements

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

7. Consultant Key Staff and Subconsultants

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

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

G. Consultant's Key Staff

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

H. Consultants Subconsultants

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

8. Compliance with All Laws

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

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

9. Occupational Safety and Health

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

10. Consultant as Independent Contractor

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

11. Standard of Care

- A. Consultant must possess and maintain during the term of this Agreement, all certifications, licenses, permits, and qualifications to perform the Services and prepare all deliverables. Consultant must perform all services and prepare all deliverables in accordance with those standards and practices of care, skill, and diligence that are generally recognized and customarily observed by competent persons in Consultant's area of specialty in the State of California at the time such services are rendered.
- B. Consultant shall perform the Services and prepare all deliverables without any errors or omissions, and in accordance with Section Two, Duties of Consultant, subsection 8, Compliance with All Laws.

- C. Consultant and its Subconsultants must perform the Services in compliance with all applicable written federal, state and local codes, statutes, laws, regulations, and ordinances, including, but not limited to, environmental, energy conservation, and disabled access requirements as per the provisions of Section Two, Duties of Consultant, subsection 8, Compliance with All Laws.
- D. Consultant warrants that: all work under this Agreement shall be Consultant's original work and none of the services or inventions or any development, use, production, distribution or exploitation thereof will infringe, misappropriate or violate any intellectual property or other right of any person or entity (including, without limitation, Consultant); and Consultant has the full right to allow it to provide Valley Water with the assignments and rights provided for herein.

SECTION THREE

DUTIES OF VALLEY WATER

1. Available Data

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

2. Review of Deliverables

- A. Valley Water will designate a Project Manager (Valley Water Project Manager) for purposes of administering and managing this Agreement.
- B. Consultant's progress in completing the Services will be reviewed by Valley Water's Project Manager at each milestone identified in the Schedule(s) and at such other time(s) at the discretion of Valley Water.
- C. Consultant must notify Valley Water in writing when it completes each deliverable described in the Schedule(s) and provide Valley Water with said deliverable. Deliverables deemed satisfactory and in compliance with this Agreement are subject to approval by Valley Water. Within 30 calendar days of receipt of each deliverable, Valley Water will either (1) notify Consultant that Valley Water accepts the deliverable, or (2) notify the Consultant that the deliverable is not acceptable and must be revised.
- D. If Valley Water advises Consultant that a deliverable must be revised due to errors or omissions by the Consultant, Consultant must correct, at no cost to Valley Water, those deficiencies as soon as possible and shall notify Valley Water upon completion of the revised deliverable and submit to Valley Water.
- E. Valley Water will then review the revised deliverable and within 30 calendar days of receipt, advise the Consultant if the revised deliverable is acceptable. All deficient deliverables will be revised at no cost to Valley Water and this process will continue until Consultant has corrected all deficiencies identified by Valley Water.

- F. None of the proposed changes or revisions or anything else in this Agreement will be construed to relieve the Consultant of professional or legal responsibility for the performance of the services as otherwise required by the Terms and Conditions of this Agreement. Corrections to any deliverable as a result of Consultant's errors or omissions will not result in additional costs or expenses to Valley Water.

3. Access to Valley Water Facilities

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

SECTION FOUR

FEES AND PAYMENTS

1. Total Not-to-Exceed Fees

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

- F. Automobile travel mileage expenses will be paid at the current IRS rate. Valley Water will not reimburse Consultant nor its Subconsultants for mileage nor travel time to and from Valley Water Headquarters and surrounding campus located at 5700 Almaden Expressway, San Jose, California. However, Valley Water will reimburse Consultant and its Subconsultants for mileage incurred from Valley Water Headquarters or Consultant's and Subconsultants' firm address, whichever is closer to the destination, to Project site(s) and, if directed or authorized by Valley Water, to meeting locations with regulatory agencies, for community outreach activities and meetings, for partnering meetings, and Dispute Review Board meetings.

2. Consultant Monthly Invoices

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

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

D. Invoices will include a summary of labor expenditures, direct costs, and billed Subconsultant charges. Invoices, transmitted separately from the monthly progress reports, will be organized such that the billing categories correspond with the Services tasks.

E. Consultant shall send all invoices to:

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

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

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

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

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

I. If Supplemental services are required, Consultant services will be provided on a time and material basis as described in the Schedule(s), Fees and Payments, will be performed by its staff members and Subconsultants' staff members at the lowest hourly and unit rates commensurate with the complexity of the required services.

3. Prevailing Wages - NOT USED

4. Retention

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

SECTION FIVE

SCHEDULE OF COMPLETION

1. Performance of Tasks

Consultant will commence performing the tasks described in the Scope of Services of the attached Schedule(s) to this Agreement upon receipt of the Notice-to-Proceed (NTP) issued by Valley Water.

2. Project Schedule Table

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

3. Monitoring of Project Schedule

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

4. Project Delays

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

5. Changes to the Project Schedule

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

SECTION SIX

AGREEMENT MODIFICATIONS

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

SECTION SEVEN

TERM AND TERMINATION

1. Term & Automatic Termination

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

2. Valley Water Rights

- A. Suspension: Valley Water may, by written notice to Consultant, suspend any or all Services pursuant to this Agreement or to any individual Task Order. Valley Water may subsequently terminate this Agreement or any Task Order for convenience, or determine to proceed. If a decision to proceed is not made within 90 days from the date of the notice of suspension, any decision to proceed must be conditioned upon execution of a new Notice-to-Proceed or Task Order.
- B. Termination for Convenience: Valley Water may, by written notice to Consultant, terminate all or part of this Agreement or any Task Order at any time for Valley Water's convenience. Upon receipt of such notice, Consultant will immediately cease all work as specified in the notice. If this Agreement or any Task Order is so terminated, Consultant will be compensated as set forth in subsection 3, Consultant's Compensation upon Termination or Suspension.
- C. Termination for Breach: If Consultant violates any of the covenants, agreements or stipulations of this Agreement or a Task Order, or if Consultant fails to fulfill in a timely and proper manner its obligations pursuant to this Agreement or any Task Order, and does not cure such failure or violation within 30 days (or a reasonable extension thereof, if requested, which extension will not be unreasonably withheld) after receipt of written notice from Valley Water specifying such failure or violation, Valley Water will thereupon have the right to terminate this Agreement and any or all uncompleted Task Orders by giving written notice to Consultant of such termination. Such notice will specify the effective date thereof, and Consultant will not be entitled to compensation for services or expenses beyond the specified termination date.
- D. If, after notice of termination for breach of this Agreement or any Task Order, it is determined that Consultant did not breach the Agreement or Task Order, the termination will be deemed to have been effected for Valley Water's convenience, and Consultant will receive payment that is allowed by this Agreement for a termination for convenience.
- E. The rights and remedies provided herein to Valley Water are in addition to any other rights and remedies provided by law, this Agreement, or a Task Order.

3. Consultant's Compensation Upon Termination or Suspension

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

- A. For Direct Labor: Consultant shall be entitled to receive compensation for all authorized direct labor performed prior to termination or suspension pursuant to the provisions of this Agreement or Task Order and all authorized labor expenses incurred to demobilize from the Project after the date of termination or suspension;
- B. For Other Direct Costs and Expenses: Consultant shall be entitled to receive compensation for all authorized other direct costs and expenses incurred prior to termination or suspension and all authorized expenses incurred to demobilize from the Project after the date of termination or suspension;

- C. In no event shall the total compensation paid for any item of Service exceed the payment specified in the Agreement or applicable Task Order for that item of Service.

4. Survival

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

SECTION EIGHT

INDEMNIFICATION

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

SECTION NINE

INSURANCE REQUIREMENTS

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

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SECTION TEN

OWNERSHIP AND REUSE OF DELIVERABLES

1. Valley Water Ownership

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

2. Reuse of Instruments of Service

If Valley Water desires to reuse the completed plans, specifications, or other deliverables, in total or in part, on project sites associated with this Agreement, or any other site, or to complete any incomplete portion of construction documentation which Valley Water has already paid Consultant, Valley Water will release Consultant from any liability incurred by Valley Water from reusing said deliverables.

3. Copies of Data

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

4. Computer-Generated Material

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

5. Work for Hire

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

6. Copyright Claims

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

SECTION ELEVEN

EQUAL OPPORTUNITY

1. Equal Opportunity Employer

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

2. Compliance with Applicable Equal Opportunity Laws

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

3. Investigation of Claims

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

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SECTION TWELVE

MISCELLANEOUS PROVISIONS

1. Entire Agreement

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

2. Formation of Agreement

- A. No agreement between the Parties is formed until all applicable actions have been completed to the satisfaction of Valley Water. Valley Water Project Manager will not issue a Notice to Proceed until all required documents have been submitted and accepted by Valley Water.
- B. Formation of an Agreement between the Parties requires accomplishment of the following:
 - 1) Execution of the Agreement by Consultant;
 - 2) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required insurance coverages and documents;
 - 3) Submission by the Consultant, and acceptance by Valley Water, of evidence of all required Form 700 documents, if applicable;
 - 4) Submission by the Consultant, and acceptance by Valley Water, of all required Non-Disclosure Agreements (NDA) documents as provided in Attachment Four to the Schedule(s), Reference Materials, if applicable;
 - 5) Submission by the Consultant, and acceptance by Valley Water, of a Health and Safety Plan, if applicable;
 - 6) Any other requirements that are deemed necessary by Valley Water; and
 - 7) Execution of the Agreement by Valley Water.

3. No Assignment

- A. The expertise and experience of Consultant are material considerations for Valley Water's award and execution of this Agreement. Consultant will not assign or transfer any interest in this Agreement nor the performance of any of Consultant obligations hereunder, without prior written consent of Valley Water in the form of an amendment executed by the Parties, and any attempt to so assign this Agreement, or any rights, duties or obligations arising hereunder, will be void and of no effect. Any assignment of

monies due or to become due in accordance with this Agreement, will be to the extent permitted by law, and will be subject to all proper set-offs, deductions, and withholdings in favor of Valley Water.

- B. In no event, shall an assignment of any interest in this Agreement release the Consultant from its duties and responsibilities as described in this Agreement nor shall the Consultant be released from liability created by the provision of Services as described in this Agreement until such assignment takes effect. Any attempted or purported assignment without Valley Water's written consent in the form of an amendment executed by the Parties is null and void.

4. Reasonableness

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

5. Gifts

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

6. Audits

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

7. Force Majeure

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

8. Binding Effect

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

9. Choice of Law and Venue

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

10. Confidentiality

- A. Due to the nature of the services Consultant will provide pursuant to this Agreement, there may be disclosures made to Consultant of detailed information about Valley Water's operations, including on a need-to-know basis information which may be protected from public disclosure by confidentiality laws, the attorney-client privilege, and/or other provisions of law which govern the nature and timing of disclosure of public information.
- B. Consultant understands and acknowledges that Valley Water staff members providing information to the Consultant do so with the understanding that such information will be handled appropriately.
- C. In the event Consultant receives such restricted or confidential information, Consultant will limit access to the information to only those of Consultant's employees, its subcontractors and its Subconsultants authorized by Valley Water to have the information.
- D. Consultant will notify Valley Water immediately of any request by any third party to have access to confidential information, and will not disclose the requested information without first receiving express written authorization from Valley Water.
- E. The requirements stated herein will survive completion, expiration, suspension, and termination of this Agreement.

11. Release of Information Prohibited

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

12. Conflict of Interest

- A. Consultant represents that there exists no actual or potential conflict of interest concerning the services to be performed pursuant to this Agreement.

- B. Consultant represents that Consultant's performance required as stated in this Agreement does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Consultant will not bring to Valley Water, or use in the performance of Consultant's duties as described in this Agreement, any materials or documents of another party considered confidential or proprietary unless Consultant has obtained written authorization from such party, and the informed consent of Valley Water, for the possession and use of such materials.
- C. Consultant represents and warrants that during the term of the Agreement, Consultant, Consultant's parent company, Consultant's subsidiaries, or any affiliated entity sharing substantially similar ownership of or control with Consultant shall not act as a Consultant or expert for any party in support of any potential or active claim or legal action against Valley Water by such party.
- D. CALIFORNIA FAIR POLITICAL PRACTICES COMMISSION STATEMENT OF ECONOMIC INTEREST FORM 700 ("FORM 700"): Upon Valley Water's request, Consultant employees, officers, agents, Subconsultants, and subcontractors shall complete, execute, and submit a Form 700 as follows:
- 1) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement, shall file, with Valley Water in a manner prescribed by Valley Water an Assuming Office Statement. The Assuming Office Statement shall be filed:
 - a. Within 30 calendar days of the effective date of this Agreement; and
 - b. Within 30 calendar days of Consultant hiring, adding, or promoting to a designated filer position employees, officers, agents, Subconsultants, and subcontractors to perform services pursuant to this Agreement.
 - 2) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement that filed an Assuming Office Statement shall file in a manner prescribed by Valley Water an amendment to their Form 700 anytime there is a change to their disclosure information.
 - 3) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform services pursuant to this Agreement that filed an Assuming Office Statement shall file with Valley Water an Annual Statement in a manner prescribed by Valley Water during Valley Water's annual filing season as determined by Valley Water.
 - 4) Consultant employees, officers, agents, Subconsultants, and subcontractors assigned to perform Services pursuant to this Agreement, that filed an Assuming Office Statement, shall file, in a manner prescribed by Valley Water, a Leaving Office Statement when one of the following occurs:
 - a. Upon termination of this Agreement; and

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

13. Task Orders

- A. Some tasks and Services will be assigned to the Consultant through issuance of Task Orders. After the tasks and Services are identified and communicated to the Consultant by Valley Water Project Manager, Consultant will prepare a proposed Task Order (See the Standard Consultant Agreement, Appendix Three Task Order Template). The proposed Task must identify the following:
 - 1) Description of the supplemental services, including deliverables;
 - 2) The total Not-to-Exceed Fees for Consultant to complete the services, including estimated number of hours per assigned staff to complete the services;
 - 3) Proposed staff that will be assigned to complete the services, including resumes if not previously provided to Valley Water's Project Manager;
 - 4) Estimated cost of each other direct cost and reimbursable expense, including any applicable fees;
 - 5) Schedule for completing the supplemental services; and
 - 6) Copies of applicable state and federal permits required to complete the services, unless previously provided to Valley Water.
- B. Consultant agrees that the Not-to-Exceed Fees specified in a proposed Task Order will be the product of a good faith effort in exercising its professional judgment. After an agreement has been reached on the negotiable items, the finalized Task Order will be signed by both Valley Water's authorized representative referenced in the Standard Consultant Agreement, Appendix One Additional Legal Terms (Appendix One) and Consultant's authorized representative.

C. Consultant must not commence performance of work or services on a Task Order until it has been approved by Valley Water's authorized representative and Notice to Proceed has been issued by Valley Water Project Manager. No payment will be made for any services performed prior to approval or after the period of performance of the Task Order. The period of performance for Task Orders will be in accordance with dates specified in the Task Order. No Task Order will be written which extends beyond the expiration date of this Agreement. The total amount payable by Valley Water for an individual Task Order will not exceed the amount agreed to in the Task Order.

D. Prevailing Wage Requirements: - NOT USED

14. Good Neighbor

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

15. Governmental Permits and Notifications

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

16. Taxes and Benefits

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

17. Nonwaiver of Rights

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

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18. Notices

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

VALLEY WATER:

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

CONSULTANT:

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

19. Appendices

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

Appendix One - Additional Legal Terms
Appendix Two - Dispute Resolution – NOT USED
Appendix Three - Task Order Template
Appendix Four - Insurance Requirements

20. Schedule(s) and Attachments

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

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

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

SANTA CLARA VALLEY WATER DISTRICT
Valley Water

STANTEC CONSULTING SERVICES, INC.
Consultant

By: _____
Norma J. Camacho
Chief Executive Officer

By: _____
Kari Shively
Vice President, Regional Business
Leader

Date: _____

Date: _____

Consultant's Address:

3301 C Street Suite 1900
Sacramento, CA 95816

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

1. Conflict of Interest for Future Services

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

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

2. Dispute Resolution – NOT USED

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

This Agreement provides for the Consultant to include California Department of General Services certified Small/Micro Businesses in the performance of the Services, estimated to be 0% or more of the Total Not-to-Exceed Fees stated in the Standard Consultant Agreement, Attachment One, Fees and Payments, to the Schedule(s), and Consultant agrees to use its best efforts to meet this goal.

4. Task Order Approvals.

- A. Services to be performed pursuant to a Task Order may only commence once a specific Notice to Proceed for that Task Order has been issued by Valley Water.
- B. Task Orders are subject to approval by Valley Water Deputy Officer unless delegated to the Unit Manager.

**STANDARD CONSULTANT AGREEMENT
APPENDIX TWO
DISPUTE RESOLUTION**

NOT USED

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

Task Order No. _____

Title: _____

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

Valley Water: _____

Consultant: _____

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

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

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

5. Copies of applicable local, state and federal permits required to perform the Services described in Attachment A, are attached to this Task Order, unless the Consultant previously provided the appropriate permits to Valley Water.
6. Consultant shall perform all Services described in Attachment A to this Task Order in accordance with the Terms and Conditions of the Agreement.
7. Prevailing Wage Requirements [NOT USED]

8. Signatures:

Signature:

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

DATE

Signature:

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

DATE

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**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Please Note: Failure to comply with the instructions below could result in a delay in receiving the Notice to Proceed. 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. 5082**

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

IMPORTANT: The agreement or CAS number must be included.

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

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

If Consultant receives any notice that any of the insurance policies required by this Appendix 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. 5082**

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).

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

Required Coverages

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

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

General Liability insurance must include:

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

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

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

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

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

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

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

4. Workers' Compensation and Employer's Liability Insurance

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

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

General Requirements

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

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

(**NOTE:** Additional insured language on the Certificate of Insurance is **NOT** acceptable without a separate endorsement such as Form CG 20 10, CG 2033, CG 2037, or CG 2038. Editions dated 07/04 are not acceptable.)

2. **Primacy Clause:** Consultant will provide evidence (either through the Certificate of Insurance, endorsement or language in the insurance contract) that consultant's insurance is primary with respect to any other insurance which may be carried by the District, its Directors, its officers, agents and employees, and the District's coverage must not be called upon to contribute or share in the loss. **NOTE:** This section does not apply to the Workers' Compensation policies.
3. **Cancellation Clause:** Consultant will provide endorsements for all policies stating that the policy will not be cancelled without 30 days prior notification to the District.
4. **Acceptability of Insurers:** All coverages must be issued by companies admitted to conduct business in the State of California, which hold a current policy holder's alphabetic and financial size category rating of not less than A- V, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the District's Risk Manager. Non-Admitted companies may be substituted on a very limited basis at the Risk Manager's sole discretion.
5. **Self-Insured Retentions or Deductibles:** Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the Entity guaranteeing payment of losses

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

and related investigations, claim administration, and defense expenses. Consultant agrees that in the event of a claim they will pay down any agreed upon SIR in a prompt manner as soon as bills are incurred in order to trigger the insurance related to the SIR.

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

**STANDARD CONSULTANT AGREEMENT
APPENDIX FOUR
INSURANCE REQUIREMENTS**

CHECK LIST OF DOCUMENTS NEEDED

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

Appendix IV ConsultantGL1AL1PL1_rev. 10.23.18

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**SCHEDULE A-GEN
SCOPE OF SERVICES**

1. Representatives

- A. Valley Water's representatives are as listed below. Unless otherwise provided in this Agreement, all correspondence to Valley Water must be addressed to Valley Water Primary Contact.

Melih Ozbilgin (Valley Water Primary Contact)
Senior Water Resources Specialist
Pacheco Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2725
Email: mozbilgin@valleywater.org

Debra Butler (Valley Water Project Manager)
Senior Project Manager
Pacheco Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2036
Email: dbutler@valleywater.org

Ryan McCarter (Valley Water Unit Manager)
Engineering Unit Manager
Pacheco Project Delivery Unit
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-2983
Email: RMcCarter@valleywater.org

Christopher Hakes (Valley Water Division Deputy Officer)
Dam Safety & Capital Delivery
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3638

Phone: (408) 630-3796
Email: CHakes@valleywater.org

SCHEDULE A-GEN SCOPE OF SERVICES

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

Amy Broughton (Consultant Project Manager)
Principal
370 Interlocken Blvd, Suite 200
Broomfield CO 80021

Phone: (303) 439-2759
Email: amy.broughton@stantec.com

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

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

Kari Shively (Consultant Principal Officer)
Vice President, Regional Business Leader
3301 C Street Suite 1900
Sacramento, CA 95816

Phone: (916) 418-8405
Email: kari.shively@stantec.com

2. Scope of Services

This Schedule A-GEN, Scope of Services describes the professional services related to the funding opportunities to be performed by Consultant for Valley Water's Pacheco Reservoir Expansion Project (Project). Services may include, but are not limited to funding analyses and funding application support for the proposed Project. The objective of these services would be to help Valley Water understand viable funding options, the costs and benefits of different funding scenarios, and actions necessary to submit competitive and timely funding applications. The scope and level of effort for actual tasks to be performed will be determined in coordination with the Valley Water Primary Contact. Valley Water may, at its discretion, choose to negotiate an amendment to this Agreement with Consultant for additional services.

3. Project Objectives

Objective of the Project is to explore low cost financing through the Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA), as well as other Federal and State funding and financing programs.

SCHEDULE A-GEN SCOPE OF SERVICES

4. Project Background

- A. Valley Water manages an integrated water resources system that includes the supply of clean safe water, flood protection, and stewardship of streams on behalf of Santa Clara County's 2 million residents and businesses. Valley Water effectively manages 10 (ten) dams and surface water reservoirs, 3 (three) water treatments plants, nearly 400 (four hundred) acres of groundwater recharge ponds and more than 275 (two hundred seventy-five) miles of streams.
- B. On August 14, 2017, Valley Water submitted an application to the California Water Commission (CWC) for the California Proposition 1 Water Storage Investment Program (WSIP) funding for the Pacheco Reservoir Expansion Project (Project).

The CWC conditionally approved Valley Water's full funding request of \$484.55 million on July 24, 2018, which included an Early Funding award of \$24.2 million. The Early Funding award was authorized by the CWC to reimburse Valley Water for funds expended starting August 14, 2017 for efforts related to the completion of the Environmental Documentation and Permitting for the Project.

Staff completed negotiations with the CWC regarding the requirements of the Early Funding Agreement (EFA) and it was fully executed on December 10, 2018. Staff has been providing quarterly reports to the CWC as required and submits quarterly invoices to the CWC against the EFA for cost reimbursement.

Valley Water continues to explore additional project funding through the Federal Water Infrastructure Improvements for the Nation (WIIN) Act, and low cost financing through the Environmental Protection Agency's (EPA's) Water Infrastructure Finance and Innovation Act (WIFIA), as well as other Federal and State funding and financing programs. The Project has been identified as the preliminary National Economic Development Plan within the San Luis Reservoir Low Point Improvement Project (SLLPIP) Federal Feasibility Report, led by the United States Bureau of Reclamation (USBR). USBR also released the public draft Environmental Impact Statement/Environmental Impact Report for the SLLPIP on July 26, 2019. Valley Water participation in the SLLPIP provides a nexus for potential partial federal funding of the Project.

5. Assumptions and Requirements

A. General Assumptions and Requirements

- 1) **Manage Scope of services.** Consultant shall manage the Scope of Services such that the work is completed within the Not-to-Exceed Fees limit and in accordance with the Project schedule and ensure that all services and deliverables meet Valley Water and Project objectives and requirements.

SCHEDULE A-GEN SCOPE OF SERVICES

- 2) Deliverable Format.** Consultant shall submit deliverables in both electronic and hardcopy format, if requested. Deliverables shall be submitted in PDF and native (editable) format, including Word documents, Excel spreadsheets, PowerPoint files, AutoCAD files, etc. The hard copy deliverables shall be printed in professional quality presentation and submitted in 5 (five) copies, if requested. Valley Water may require original copies of signed documents and/or scanned (Adobe PDF) versions.
- 3) Review of Deliverables.** Valley Water will review and comment on all Project deliverables and forward to Consultant for revision and preparation of final versions as determined by Valley Water, some of the deliverables may also be subject to review and comment from regulatory agencies and stakeholders following Valley Water review process.
- 4) Valley Water Quality Environmental Management System.** Valley Water maintains a Quality Environmental Management System (QEMS) which has procedures, guidelines and work instructions for the performance of various Valley Water work. If requested, the Consultant will perform some of the contract 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 One, Scope of Services.
- 6) Document Control.** The Consultant is responsible for establishing and maintaining its own document control system to execute this Scope of Services. An internal document control system for this project is maintained by Valley Water.
- 7) File Exchange Service.** Consultant will provide a file exchange service, accessible to all parties as designated by Valley Water, to facilitate communications; particularly of large files over three megabytes. Difficulties in using and transmitting information with this exchange service shall be resolved by the Consultant. In the event that transmitting or receiving information does not occur in a timely manner, Valley Water will not be responsible for delays in completing Project work. Consultant may need to coordinate with Valley Water's Information Technology Division to address any firewall issues and/or permissions required to allow for these communications.

B. Project-Specific Assumptions and Requirements

Consultant staff assigned to prepare the WIFIA funding application materials have experience with preparation of applications for low cost financing through the Environmental Protection Agency's Water Infrastructure Finance and Innovation Act (WIFIA), as well as other Federal and State funding and financing programs.

SCHEDULE A-GEN SCOPE OF SERVICES

6. Scope of Services Tasks

Task 1- Project Management

The purpose of this task is for Consultant to manage this Scope of Services such that the work is completed within the fees limit stated in Attachment One to Schedule A-GEN, Fees and Payments, and in accordance with the Project Schedule stated in Attachment Two to Schedule A-GEN, Schedule of Completion, while ensuring that all services and deliverables by the Consultant meet Valley Water and Project requirements. Consultant will track schedule and budget and report monthly to the Valley Water Project Manager. Monthly reporting shall be simple with list of tasks accomplished, challenges faced, expected worth the following month, and schedule changes, if any. The Consultant may also, at the request of the Valley Water Project Manager, participate in conference calls with other Valley Water consultants to coordinate efforts and share information.

Task 1 - Deliverables

1. Monthly progress reports

Task 1 - Assumptions

1. As part of its Project Management responsibilities, Consultant will track applicable regulations and inform Valley Water of upcoming changes and requirements related to the Scope of Services detailed below.

Task 2 – Assess Funding Opportunities

There are multiple capital sources available to Valley Water for development of the Pacheco Reservoir. The Consultant will inform Valley Water of the advantages, disadvantages, and feasibility of accessing the various funding sources. The Consultant will prepare an appropriate and achievable funding plan for the Pacheco Reservoir Expansion Project.

The analysis will consider the applicability of federal and state funding programs. Example Funding Agencies include but are not limited to:

- United States Environmental Protection Agency (EPA)
- United States Army Corps of Engineers (USACE)
- United States Bureau of Reclamation (USBR)
- Federal Emergency Management Agency (FEMA)
- United States Department of Housing and Urban Development (HUD)
- United States Department of Agriculture (USDA)
- California Department of Water Resources (DWR)
 - Sustainable Groundwater Management Grant Program
 - Flood Corridor Program
- California Department of Fish and Wildlife (CDFW)

SCHEDULE A-GEN SCOPE OF SERVICES

Provide a thorough review of available information related to the Pacheco Reservoir Expansion Project, such as costs, timing, secured financing, preliminary funding plan/s, project benefits, etc. Consultant will prepare a matrix of funding sources and be prepared to discuss the pros and cons of each source with the Valley Water representatives. Valley Water may seek to go after more than one funding sources. However, Task 2 activities are focused on developing an application for the EPA's Water Infrastructure Finance and Innovation Act loan program

Task 2 - Deliverables

1. Preparation and attendance to a Kick-off meeting at Valley Water for clarifying needs, assumptions and schedule related to the Task
2. Matrix of potential funding sources that includes:
 - 2.1. Eligibility
 - 2.2. Timing
 - 2.3. Application Requirements
 - 2.4. Funding Available
 - 2.5. Competitiveness
 - 2.6. Compliance Requirements
 - 2.7. Program Contracts
3. Technical memoranda (approximately 10 pages) describing and comparing different funding sources for the Pacheco Reservoir Expansion Project

Task 2 - Assumptions

None

Task 3 - WIFIA Support

At direction of Project Manager, the Consultant will provide Valley Water with support related to the WIFIA loan program. Base WIFIA support shall include, but not be limited to the following subtasks:

3.1 WIFIA Cost-Benefit Analysis

The objective of Task 3.1 WIFIA Cost-Benefit Analysis is to quantify the financing benefits of utilizing a WIFIA loan and the WIFIA-associated costs of application, issuance, and compliance and to compare them with other viable financing approaches.

3.1 - Deliverables

1. Teleconferences as needed to answer questions related to the project and to present preliminary assumptions related to financing and funding
2. Pre-meeting materials as needed to facilitate discussion
3. Draft and final Technical memoranda (approximately 10 pages, with appropriate spreadsheets) summarizing costs, benefits and important considerations

SCHEDULE A-GEN SCOPE OF SERVICES

Task 3.2 WIFIA Letter of Interest

The objective of Task 3.2 is the preparation of WIFIA Letter of Interest (LOI), at request from Valley Water Primary Contact, to assist the Valley Water in securing a WIFIA credit agreement.

Task 3.2 Deliverables

1. Preparation and attendance to a LOI Kick-off meeting at the Valley Water offices in Sacramento or in San Jose clarifying needs and assumptions related to the development of the LOI
2. Pre-Kick-off meeting materials such as a preliminary schedule and content/responsibility matrix
3. Work with Valley Water Treasury and Debt Management staff, bond counsel, and municipal advisor to prepare the financial sections of the LOI and Application. Bond counsel must sign-off on the description of Valley Water's existing debt obligations, security and source of funding related to the financing structure for the Project
4. Work with the Valley Water Finance department and adhere to the WIFIA Loan Application Protocol to ensure compliance with federal securities laws related to continuing disclosure.
5. Teleconference as needed to advance LOI development
6. As needed in-person meetings at Valley Water's offices in Sacramento or in San Jose, with Valley Water technical staff to develop and aggregate content
7. "Final Draft" and "Draft" LOI for Valley Water team review
8. Complete WIFIA LOI package for Valley Water submittal

Task 3.3 - 2nd Year WIFIA Letter of Interest (Optional Task)

If the Project engineering and design documents are not fully ready to meet full WIFIA requirements, it is anticipated that the 1st year application may not be successful, but will provide important feedback information from EPA for subsequent LOI and Application submittals. The objective of Task 2.3 is the preparation of a second and more robust WIFIA LOI, if requested by Valley Water.

Task 3.3 Deliverables

1. Preparation and attendance to Kick-off meeting at the Valley Water offices in Sacramento or in San Jose clarifying updated documentation needs related to the development of the LOI
2. Pre-Kick-off meeting materials such as a preliminary schedule and content/responsibility matrix
3. Work with Valley Water Treasury and Debt Management staff, bond counsel, and municipal advisor to prepare the financial sections of the LOI and Application. Bond counsel must sign-off on the description of Valley Water's existing debt obligations, security and source of funding related to the financing structure for the Project
4. Work with the Valley Water Finance department and adhere to the WIFIA Loan Application Protocol to ensure compliance with federal securities laws related to continuing disclosure.
5. Teleconferences as needed to advance LOI development
6. As needed in-person meetings at Valley Water's offices in Sacramento or in San Jose, with Valley Water technical staff to develop and aggregate content
7. "Final Draft" and "Draft" LOI for Valley Water team review

SCHEDULE A-GEN SCOPE OF SERVICES

7-8. Complete WIFIA LOI package for Valley Water submittal.

Task 3.4 WIFIA Application and Due Diligence Support

The objective of Task 3.4 is the preparation of WIFIA Application, and Due Diligence Support, at request from Valley Water Primary Contact, to assist the Valley Water in securing a WIFIA credit agreement.

Task 3.4 Deliverables

1. Preparation and attendance to a Kick-off meeting at the Valley Water offices in Sacramento or in San Jose clarifying needs and assumptions related to the development of the Application
2. As needed in-person meetings at Valley Water's offices in Sacramento or in San Jose, with Valley Water technical staff to develop and aggregate content
3. LOI vs. Application gap analysis, development schedule and content/responsibility matrix
4. Teleconferences as needed to advance Application development
5. Work with Valley Water Treasury and Debt Management staff, bond counsel, and municipal advisor to prepare the financial sections of the LOI and Application. Bond counsel must sign-off on the description of Valley Water's existing debt obligations, security and source of funding related to the financing structure for the Project
6. Work with the Valley Water Finance department and adhere to the WIFIA Loan Application Protocol to ensure compliance with federal securities laws related to continuing disclosure
7. Organize and participate in EPA and Valley Water teleconferences to ask and answer questions
8. "Final Draft" and "Draft" Application for Valley Water team review
9. Complete WIFIA Application package
10. Due Diligence: Teleconference as needed to respond to EPA requests
11. At the direction of the Valley Water, in-person meetings at Valley Water offices in Sacramento or in San Jose, as needed with Valley Water technical staff to develop and aggregate content
12. Pre-meeting materials as needed to facilitate discussion

Task 3.5 2nd WIFIA Application and Due Diligence Support (Optional Task)

Although unlikely, if EPA determines that Project is not qualified with the first Application due to lack of sufficient design and construction readiness, a second WIFIA Application may be needed. The objective of Optional Task 3.5 is the preparation of a second WIFIA Application, and Due Diligence Support, at the request of the Valley Water Primary Contact, to assist the Valley Water in securing a WIFIA credit agreement.

Task 3.5 Deliverables

1. Preparation and attendance to a Kick-off meeting at the Valley Water offices in Sacramento or in San Jose clarifying needs and assumptions related to the development of the Application
2. As needed in-person meetings at Valley Water's offices in Sacramento or in San Jose, with Valley Water technical staff to develop and aggregate content

SCHEDULE A-GEN SCOPE OF SERVICES

3. LOI vs. Application gap analysis, development schedule and content/responsibility matrix
4. Teleconferences as needed to advance Application development
5. Work with Valley Water Treasury and Debt Management staff, bond counsel, and municipal advisor to prepare the financial sections of the LOI and Application. Bond counsel must sign-off on the description of Valley Water's existing debt obligations, security and source of funding related to the financing structure for the Project.
6. Work with the Valley Water Finance department and adhere to the WIFIA Loan Application Protocol to ensure compliance with federal securities laws related to continuing disclosure
7. Organize and participate in EPA and Valley Water teleconferences to ask and answer questions
8. "Final Draft" and "Draft" Application for Valley Water team review
9. Complete WIFIA Application package
10. Due Diligence: Teleconference as needed to respond to EPA requests
11. At the direction of the Valley Water, in-person meetings at Valley Water offices in Sacramento or in San Jose, as needed with Valley Water technical staff to develop and aggregate content
12. Pre-meeting materials as needed to facilitate discussion

Task 4. Development of WIFIA Compliance Plan (Optional Task)

The WIFIA Compliance Plan defines the processes and procedures for adherence to WIFIA commitments. Specifically tailored to the loan agreement language, it will provide the resources and the requirements that the Valley Water must maintain to ensure WIFIA compliance. The WIFIA Compliance Plan will address:

- Contracting
- Notices and Loan Agreement Requirements
- Requisition Requirements
- WIFIA Oversight and Reporting Requirements
- Accounting, Financial Reporting and Auditing
- Davis-Bacon, American Iron and Steel and other Cross-Cutter Requirements
- Permitting

Task 4 – Deliverables

1. Draft for review and final WIFIA Compliance Plan

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**SCHEDULE A-GEN
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 A-GEN - Fees and Payments

Attachment Two to Schedule A-GEN - Schedule of Completion

Attachment Three to Schedule A-GEN - Consultant's Key Staff and Subconsultants

Attachment Four to Schedule A-GEN - Reference Materials

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

1. Total Authorized Funding

Total payment for Services performed, to the satisfaction of Valley Water, as described in the Schedule(s) will not exceed a total amount of **\$397,753** (Not-to-Exceed or NTE). Under no conditions will the total compensation to the Consultant exceed NTE Fee payment amount without prior written approval in the form of an amendment to this Agreement executed by Valley Water's Board of Directors (Board), or Chief Executive Officer, or designee, as authorized by the Board.

2. Cost Breakdown

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

COST BREAKDOWN

Task	Description	Not-to-Exceed Fees
1	Project Management	\$29,294
2	Assess Funding Opportunities	\$30,007
3.1	WIFIA Cost-Benefit Analysis	\$13,392
3.2	WIFIA Letter of Interest	\$82,394
3.4	WIFIA Application and Due Diligence Support	\$75,732
	OptionalTasks	
3.3	2 nd Year WIFIA Letter of Interest	\$44,137
3.5	2 nd WIFIA Application and Due Diligence Support	\$60,471
4	Development of WIFIA Compliance Plan	\$62,326
	Subtotal Optional Tasks Not-to-Exceed Fees	\$166,934
	Total Not-to-Exceed Fees	\$397,753

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

3. Terms and Conditions

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

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

C. Reimbursable Expenses

- 1) All reimbursable expenses not already covered in overhead may include, but are not limited to, mapping, rendering, printouts, leased equipment, mailing and delivery services, printing services, film and processing, plotting, and supplies and subconsultant vendor services. These other direct expenses may be billed at actual cost linked to each Agreement Task, as approved by Valley Water' Project Manager, provided that the Agreement total NTE amount is not exceeded. Consultant shall provide receipts for each other direct expense item(s) with monthly invoices submitted.
- 2) Equipment purchased on behalf of Valley Water that costs \$50 or more must receive the prior written approval of Valley Water Project Manager. All equipment purchased on behalf of and paid for by Valley Water shall become the property of Valley Water and be delivered to Valley Water prior to expiration of this Agreement.
- 3) Travel expenses are reimbursed at actual costs. Travel and overnight accommodations, including per diem, required for performance of this Agreement will be paid at reasonable cost not to exceed the U.S. General Services Agency Per Diem Rates for Sunnyvale/Palo Alto/San Jose, California area, provided prior approval has been obtained from Valley Water Project Manager. For air travel, Valley Water will pay the cost of a coach class or equivalent ticket. Where air travel is

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

required, Valley Water will pay the total cost of the rental car, which may include insurance, gas, car fee, and taxes and will be paid at the actual costs incurred. Vehicle rental is limited to a compact or economy model.

- D. 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.
- E. For staff with rates exceeding the rate of \$240/hr, the Consultant must obtain written approval from Valley Water's Primary Contact as to the numbers of hours per task prior to that individual working on the Project.
- F. **Prevailing Wage Requirements** – [NOT USED]

HOURLY/UNIT RATE TABLE

CLASSIFICATION/STAFF	HOURLY/UNIT RATE
Consultant: Stantec Consulting Services, Inc.	
Principal	\$309
Project Manager	\$269
Senior Manager	\$235
Snr. Project Engineer/Scientist	\$196
Project Engineer/Scientist	\$175
Senior Engineer/Scientist	\$150
Staff Engineer	\$130
Sr. GIS/CAD / Graphic Editor	\$150
GIS/CAD / Graphic	\$111
Editor	\$145
Contract Administrator	\$106
Admin Assistant Typist	\$78
Subconsultant(s): None	
N/A	-

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

TRAVEL BREAKDOWN

Task	Description	Trips (\$1200/per)*
1	Assess Funding Opportunities	1
2.1	WIFIA Cost-Benefit Analysis	0
2.2	WIFIA Letter of Interest	3
2.4	Application and Due Diligence Support	2
	Subtotal Travel Expenses	\$7,200
	OPTIONAL SERVICES:	
2.3	WIFIA 2 nd Letter of Interest	2
2.5	2 nd Application and Due Diligence Support	2
3	WIFIA Compliance Plan	0
	Subtotal Optional Travel Expenses	\$4,800

- Estimated total per person. Travel is reimbursed at actual cost of travel. Receipts must accompany all invoices.

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

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

PROJECT SCHEDULE

Task	Description	Duration From Notice to Proceed (months)
1	Project Management	Term of Agreement
2	Assess Funding Opportunities	3
3.1	WIFIA Cost-Benefit Analysis	5
3.2	WIFIA Letter of Interest	8
3.4	WIFIA Application and Due Diligence Support	22
Optional Tasks		
3.3	2 nd Year WIFIA Letter of Interest	20
3.5	2 nd WIFIA Application and Due Diligence Support	36
4	Development of WIFIA Compliance Plan	24

Note: *Estimate based on October 2021 WIFIA Credit Agreement Execution

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**ATTACHMENT THREE TO
SCHEDULE A-GEN
CONSULTANT'S KEY STAFF AND SUBCONSULTANTS**

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

Team Member	Classification	Project Role	Contact Information (Address, Phone and Email)
Amy Broughton	Project Manager	Project Manager	370 Interlocken Crescent, Broomfield, CO 80021, (720) 849-0659, amy.broughton@stantec.com
Mary Paasch	Project Manager	QA/QC	3301 C Street, Suite 1900, Sacramento, CA 95816-3394, (916) 418-8414, mary.paasch@stantec.com
Matt Freibert	Project Engineer/Scientist	Lead Funding Specialist	1340 Treat Boulevard, Suite 300, Walnut Creek, CA 94597-7966, (925) 627-4571, matthew.freiberg@stantec.com
Morgan Brosch	Staff Engineer/Scientist	Funding Specialist	777 S Harbour Island Boulevard, Suite 600, Tampa, FL 33602-5720, (813) 204-3323, morgan.brosch@stantec.com
Kirstin Pringle	Senior Engineer/Scientist	Project Planner	3301 C Street, Suite 1900, Sacramento, CA 95816-3394, (916) 418-8414, mary.paasch@stantec.com

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

Firm	Project Role	Contact Information (Address, Phone and Email)
N/A	-	-

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**ATTACHMENT FOUR TO
SCHEDULE A-GEN
REFERENCE MATERIALS**

Ref No.	Description
1	Santa Clara Valley Water District Non-Disclosure Agreement (NDA) and Personal Non-Disclosure Agreement (PNDA)
2	WIFIA Loan Application Protocol and Information Distribution with the EPA WIFIA Team
3	Presentation to Santa Clara Valley Water regarding Bond Disclosure Responsibilities Under the Federal Securities Laws – May 2018

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Santa Clara Valley Water District

File No.: 20-0149

Agenda Date: 1/28/2020

Item No.: *7.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Receive a Brief Program Update and Approve Budget Adjustment in the Amount of \$773,200 to the Fiscal Year 2020 Budget of the Safe Clean Water Renewal Project, Project No. 62061049.

RECOMMENDATION:

- A. Receive brief update on new program development for a potential future funding measure; and
- B. Approve a budget adjustment in the amount of \$773,200 to the Fiscal Year 2020 Budget of the Safe Clean Water Renewal Project; and
- *C. Receive information on general taxes versus special taxes following the Board request for information at the December 10, 2019 Board meeting.

SUMMARY:

Based on Board direction provided at the December 10, 2019 Board meeting, staff is providing a brief update and necessary resource request needed to initiate and explore the feasibility of a potential November 2020 funding measure.

Program Development

The current Safe Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) offers a suite of opportunities to fund critical projects for Valley Water, its partners and grantees. Building on the successes of this Program to date, staff is first looking at the current Program and its five priorities to determine where there are opportunities to enhance and update projects and programs, and then explore new areas that may be of interest to the community. Throughout the process, it is critical to include both internal and external stakeholder feedback. To accomplish this, an internal effort is underway to gather input from various business areas throughout Valley Water (e.g., flood, stewardship, asset management, water supply, grants) to identify and prioritize projects, including potential costs. Simultaneously, staff is working on engaging with each Board Advisory Committee (Agricultural Water Advisory Committee, Environmental Water Resources Committee, and Water Commission) and the Safe Clean Water Independent Monitoring Committee to provide an update and gather input on program development, as well as developing a Community Input Survey to help gather public input on the program priorities and projects. This approach will facilitate development of a new program plan draft to share with the community for further feedback. As input is collected throughout the new program's development, the Board will be kept apprised of projects and programs, which may be recommended for inclusion in any potential future funding measure.

FY20 Budget Adjustment Need

Staff is requesting a budget adjustment to move funds into the Safe Clean Water Renewal Project (62061049) to develop a future funding program in the form of a potential November 2020 ballot measure. Staff is requesting the Board to approve a budget adjustment of \$773,200 in hard costs to help build an enhanced program that will include community outreach activities to encourage broad public participation into the process of developing a community-preferred plan. Support services include costs for consulting, direct outreach, technical writing services and general education and outreach activities to develop an enhanced program that will include robust community input and stakeholder participation on program priorities and elements. The proposed budget adjustment amount is to be split between watershed stream stewardship reserves (88%) and water utility enterprise reserves (12%). This split is the estimated percentage of the program that would benefit the two funds, and is based on the formula used during development of the current Safe Clean Water and Natural Flood Protection program. Should the percentage of projects within the proposed funding measure shift, with more funding needs for water utility enterprise or watershed stream stewardship, this percentage allocation would be revisited.

Total budget costs to date for support services, including the requested budget adjustment amount, is estimated to be \$973,200 with \$200,000 already allocated towards this effort.

Next Steps

Staff will continue to explore the feasibility of a future funding measure and build out what a future enhanced program would look like, including financial models.

Program development will continue, which includes community outreach to determine the desires of the residents of Santa Clara County for any future potential program. Additionally, stakeholder outreach will include a blue-ribbon roundtable tentatively set for mid/late March as well as additional internal and external stakeholder and community outreach. Upon gathering stakeholder and community input, staff will come back to the Board in March with an update and report to receive further Board input.

*General Taxes versus Special Taxes

*At the December 10, 2019, Board meeting, the Board had questions regarding: (1) the level of voter approval required to pass a general tax; and (2) whether Santa Clara Valley Water District (Valley Water) can pursue a general tax measure rather than a special tax. For the reasons set forth below, Valley Water will be unable to pursue a general tax.

*Generally, the California Constitution defines general taxes as “any tax imposed for general governmental purposes.” (Cal. Const., art. XIII C, §1 subd. (a).) Local governments may impose, extend, or increase general taxes by submitting the tax to the electorate and having it approved by a simple majority vote. (Cal. Const. art. XIII C, §2 subd. (b).) The imposition of general taxes is also subject to Proposition 62 (Govt. Code §§53720-53730) and Proposition 218 which require, in part, a two-thirds majority vote of the legislative body to adopt a resolution to place the measure on the ballot. (Govt. Code §53724.) In contrast, special taxes are those imposed for specific purposes. (Cal.

Const. art. XIII C, §1 subd. (d).) For a tax to be considered general rather than special, the use of the proceeds must be limited in some fashion, even where there may be multiple specific purposes the funds may be spent on. Local legislative bodies may only impose, extend, or increase *special* taxes by submitting the taxes to the electorate and obtaining approval by at least two-thirds of the voters. (Cal. Const. art. XIII C, §2 subd. (d).)

*Please note that voters, through the initiative process, can also propose special taxes, and currently there is an open issue as to whether a voter-initiated special tax proposal needs a two-thirds vote or can be adopted by a simple majority. The Supreme Court's decision in *California Cannabis Coalition v. City of Upland* (2017) 3 Cal.5th 924, suggests the Court might permit a simple majority vote for voter-initiated special tax measures. However, the question has not been firmly resolved, and further guidance from the courts is likely. Since Valley Water will be pursuing the new tax, however, the voter threshold from the initiative process is not relevant to the Board's questions.

*While there is a lower voter approval requirement for general taxes compared to special taxes (simple majority rather than two-thirds for special taxes), the Constitution holds that special districts or agencies have no power to levy general taxes. (Cal. Const. art. XIII C, §2 subd. (a).) Valley Water is a special district created by the California Legislature and it is therefore subject to this Constitutional restriction against levying general taxes. Further, even if this constitutional impediment did not exist, the District Act contains no express authorization for Valley Water to levy general taxes. Instead, it holds that the Board shall have the power to levy ad valorem taxes or assessments. (District Act §13 Taxation.) Article XIII A, Section 4 of the California Constitution permits Valley Water to impose a special tax by a two-thirds vote of the qualified electors within Santa Clara County.

FINANCIAL IMPACT:

Financial impacts associated with this Board item include a move of \$773,200 from reserves to the Safe Clean Water Renewal Project, Project No.62061049, to provide necessary funding to explore the feasibility of a future funding measure. This amount will be split between the Watershed and Stream Stewardship Fund (88%, \$680,416), leaving a Fund 12 Operating and Capital Reserve balance of \$67,217,529 and the Water Utility Enterprise Fund (12% \$92,784), leaving a Fund 61 Operating and Capital Reserve balance of \$39,579,658. Percentage allocations to funds may change in the future depending on the benefit each division receives from the measure.

*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:

*Original Agenda Memorandum

*Supplemental Agenda Memorandum

File No.: 20-0149

Agenda Date: 1/28/2020
Item No.: *7.1.

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237



Santa Clara Valley Water District

File No.: 20-0015

Agenda Date: 1/28/2020

Item No.: 7.1.

BOARD AGENDA MEMORANDUM

SUBJECT:

Receive a Brief Program Update and Approve Budget Adjustment in the Amount of \$773,200 to the Fiscal Year 2020 Budget of the Safe Clean Water Renewal Project, Project No. 62061049.

RECOMMENDATION:

- A. Receive brief update on new program development for a potential future funding measure; and
- B. Approve a budget adjustment in the amount of \$773,200 to the Fiscal Year 2020 Budget of the Safe Clean Water Renewal Project.

SUMMARY:

Based on Board direction provided at the December 10, 2019 Board meeting, staff is providing a brief update and necessary resource request needed to initiate and explore the feasibility of a potential November 2020 funding measure.

Program Development

The current Safe Clean Water and Natural Flood Protection Program (Safe, Clean Water Program) offers a suite of opportunities to fund critical projects for Valley Water, its partners and grantees. Building on the successes of this Program to date, staff is first looking at the current Program and its five priorities to determine where there are opportunities to enhance and update projects and programs, and then explore new areas that may be of interest to the community. Throughout the process, it is critical to include both internal and external stakeholder feedback. To accomplish this, an internal effort is underway to gather input from various business areas throughout Valley Water (e.g., flood, stewardship, asset management, water supply, grants) to identify and prioritize projects, including potential costs. Simultaneously, staff is working on engaging with each Board Advisory Committee (Agricultural Water Advisory Committee, Environmental Water Resources Committee, and Water Commission) and the Safe Clean Water Independent Monitoring Committee to provide an update and gather input on program development, as well as developing a Community Input Survey to help gather public input on the program priorities and projects. This approach will facilitate development of a new program plan draft to share with the community for further feedback. As input is collected throughout the new program's development, the Board will be kept apprised of projects and programs, which may be recommended for inclusion in any potential future funding measure.

FY20 Budget Adjustment Need

Staff is requesting a budget adjustment to move funds into the Safe Clean Water Renewal Project

(62061049) to develop a future funding program in the form of a potential November 2020 ballot measure. Staff is requesting the Board to approve a budget adjustment of \$773,200 in hard costs to help build an enhanced program that will include community outreach activities to encourage broad public participation into the process of developing a community-preferred plan. Support services include costs for consulting, direct outreach, technical writing services and general education and outreach activities to develop an enhanced program that will include robust community input and stakeholder participation on program priorities and elements. The proposed budget adjustment amount is to be split between watershed stream stewardship reserves (88%) and water utility enterprise reserves (12%). This split is the estimated percentage of the program that would benefit the two funds, and is based on the formula used during development of the current Safe Clean Water and Natural Flood Protection program. Should the percentage of projects within the proposed funding measure shift, with more funding needs for water utility enterprise or watershed stream stewardship, this percentage allocation would be revisited.

Total budget costs to date for support services, including the requested budget adjustment amount, is estimated to be \$973,200 with \$200,000 already allocated towards this effort.

Next Steps

Staff will continue to explore the feasibility of a future funding measure and build out what a future enhanced program would look like, including financial models.

Program development will continue, which includes community outreach to determine the desires of the residents of Santa Clara County for any future potential program. Additionally, stakeholder outreach will include a blue-ribbon roundtable tentatively set for mid/late March as well as additional internal and external stakeholder and community outreach. Upon gathering stakeholder and community input, staff will come back to the Board in March with an update and report to receive further Board input.

FINANCIAL IMPACT:

Financial impacts associated with this Board item include a move of \$773,200 from reserves to the Safe Clean Water Renewal Project, Project No.62061049, to provide necessary funding to explore the feasibility of a future funding measure. This amount will be split between the Watershed and Stream Stewardship Fund (88%, \$680,416), leaving a Fund 12 Operating and Capital Reserve balance of \$67,217,529 and the Water Utility Enterprise Fund (12% \$92,784), leaving a Fund 61 Operating and Capital Reserve balance of \$39,579,658. Percentage allocations to funds may change in the future depending on the benefit each division receives from the measure.

CEQA:

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

ATTACHMENTS:

File No.: 20-0015

Agenda Date: 1/28/2020
Item No.: 7.1.

None.

UNCLASSIFIED MANAGER:
Marta Lugo, 408-630-2237

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Santa Clara Valley Water District

File No.: 20-0144

Agenda Date: 1/28/2020

Item No.: *7.1.

SUPPLEMENTAL BOARD AGENDA MEMORANDUM

SUBJECT:

Receive a Brief Program Update and Approve Budget Adjustment in the Amount of \$773,200 to the to the Fiscal Year 2020 Budget of the Safe Clean Water Renewal Project, Project No. 62061049.

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 brief update on new program development for a potential future funding measure; and
- B. Approve a budget adjustment in the amount of \$773,200 to the Fiscal Year 2020 Budget of the Safe Clean Water Renewal Project; and
- *C. Receive information on general taxes versus special taxes following the Board request for information at the December 10, 2019 Board meeting.

SUMMARY:

General Taxes versus Special Taxes

At the December 10, 2019, Board meeting, the Board had questions regarding: (1) the level of voter approval required to pass a general tax; and (2) whether Santa Clara Valley Water District (Valley Water) can pursue a general tax measure rather than a special tax. For the reasons set forth below, Valley Water will be unable to pursue a general tax.

Generally, the California Constitution defines general taxes as “any tax imposed for general governmental purposes.” (Cal. Const., art. XIII C, §1 subd. (a).) Local governments may impose, extend, or increase general taxes by submitting the tax to the electorate and having it approved by a simple majority vote. (Cal. Const. art. XIII C, §2 subd. (b).) The imposition of general taxes is also subject to Proposition 62 (Govt. Code §§53720-53730) and Proposition 218 which require, in part, a two-thirds majority vote of the legislative body to adopt a resolution to place the measure on the ballot.

(Govt. Code §53724.) In contrast, special taxes are those imposed for specific purposes. (Cal. Const. art. XIII C, §1 subd. (d).) For a tax to be considered general rather than special, the use of the proceeds must be limited in some fashion, even where there may be multiple specific purposes the funds may be spent on. Local legislative bodies may only impose, extend, or increase *special* taxes by submitting the taxes to the electorate and obtaining approval by at least two-thirds of the voters. (Cal. Const. art. XIII C, §2 subd. (d).)

Please note that voters, through the initiative process, can also propose special taxes, and currently there is an open issue as to whether a voter-initiated special tax proposal needs a two-thirds vote or can be adopted by a simple majority. The Supreme Court's decision in *California Cannabis Coalition v. City of Upland* (2017) 3 Cal.5th 924, suggests the Court might permit a simple majority vote for voter-initiated special tax measures. However, the question has not been firmly resolved, and further guidance from the courts is likely. Since Valley Water will be pursuing the new tax, however, the voter threshold from the initiative process is not relevant to the Board's questions.

While there is a lower voter approval requirement for general taxes compared to special taxes (simple majority rather than two-thirds for special taxes), the Constitution holds that special districts or agencies have no power to levy general taxes. (Cal. Const. art. XIII C, §2 subd. (a).) Valley Water is a special district created by the California Legislature and it is therefore subject to this Constitutional restriction against levying general taxes. Further, even if this constitutional impediment did not exist, the District Act contains no express authorization for Valley Water to levy general taxes. Instead, it holds that the Board shall have the power to levy ad valorem taxes or assessments. (District Act §13 Taxation.) Article XIII A, Section 4 of the California Constitution permits Valley Water to impose a special tax by a two-thirds vote of the qualified electors within Santa Clara County.

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:

None.

UNCLASSIFIED MANAGER:

Marta Lugo, 408-630-2237