

**BOARD OF DIRECTORS
SAN BENITO COUNTY WATER DISTRICT
Agenda For
September 24, 2025
Regular Meeting – 5:00 p.m.
30 Mansfield Road – Hollister, California 95023**

Assistance for those with disabilities:

If you have a disability and need accommodation to participate in the meeting, please call Barbara Mauro, Board Clerk, at (831) 637-8218, 48 hours prior to meeting for assistance so the necessary arrangements can be made.

Effective at the April 27, 2022, The Board of Directors is now allowing the public to attend in person at all meetings of the San Benito County Water District Board. We will also continue to offer the meeting via Zoom as well. Regarding virtual participation, members of the public are instructed to be on mute during the proceedings and to speak only when public comment is allowed, after requesting and receiving recognition from the Board President.

ZOOM LINK

<https://us06web.zoom.us/j/86860744640?pwd=ls9jbKrsRYlrblsatEcJcg29KPhSFU.1>

Meeting ID

868 6074 4640

Passcode:

613687

Dial Only:

Dial by your location

- +1 669 444 9171 US
- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
- +1 719 359 4580 US
- +1 720 707 2699 US (Denver)

If you plan to participate in the meeting and need assistance, please call
Barbara Mauro, Board Clerk, at (831) 637-8218, 48 hours prior to meeting.

CALL TO ORDER

- a. Pledge of Allegiance to the Flag
- b. Roll Call
- c. Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.
- d. Approval of Agenda
- e. Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda

CONSENT AGENDA:

(Consent items shall be considered as a whole and without discussion unless a particular item is removed from the consent agenda. Board member may discuss individual items or seek information from staff or legal counsel without removing the item from the Consent Agenda. A member of the public should seek recognition by the President if comment is desired. Approval of consent items shall be made by one motion.)

1. Approval of Minutes for: August 27, 2025 Regular Meeting
2. Allowance of Claims
3. Acknowledgement of Paid Claims prior to the September Board Meeting
4. On Call Contracts – Status Updates

REGULAR AGENDA

5. Receive Information and Discuss potential for Golden Mussel Infestation in San Luis Reservoir and San Felipe Division facilities
6. Consider Approval of the San Benito Urban Area Water Supply and Treatment Agreement and Authorize the Board President to execute agreement
7. Board Discussion on the Agreement for Advancement of Funds and Reimbursement for Costs of a New Turnout Facilities at West Hills Water Treatment Plant
8. Consider Approval of a Contract with Todd Groundwater for the North San Benito Subbasin Groundwater Sustainability Plan Periodic Evaluation and Amendment in the amount Not to Exceed \$404,230 and Authorize the General Manager to execute contract
9. Consider Authorizing the Board President to Execute the Agreement for Temporary Transfer of Water with Blue Sky Farms and associated Escrow Documents and Execute the Water Transfer Agreement Between San Benito County Water District and Westlands Water District
10. Consider Authorizing the General Manager to Amend the Contract with WBCP Inc. for the recruitment of the District Engineer to include additional direct expenses (NTE \$6,900)
11. Consider Resolution Authorizing General Manager to Accept Interests in Real Property
12. Committee/Agency Representative Reports:
 - a. San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)
 - b. Groundwater Sustainability Agency Committee (Williams/Flores)
 - c. Zone 6 Water Supply & Operations Committee (Tonascia/Wright)

13. Monthly Operations and Maintenance Report
14. General Manager's Report:
 - a. Reach 1 Operations
 - b. Zone 3 Operations
 - c. Zone 6 Operations
 - d. Accelerated Drought Response Project (ADRoP)
 - e. San Luis and Delta-Mendota Water Authority Activities
 - f. City of San Juan Bautista Water Supply Plan
 - g. B F Sisk Dam Raise Project
 - h. Sustainable Groundwater Management Act Compliance
 - i. Miscellaneous District items
15. **CLOSED SESSION:**
Public Employee Performance Evaluation
Title: General Manager
Authority: California Government Code Section 54957
16. **OPEN SESSION;**
Report out any action, if any, taken in Closed Session
17. Adjournment

Adjournment - Unless there is a special meeting prior to that time, the next regular meeting of the Board will be Wednesday, October 29, 2025. Meetings are held at the District office, 30 Mansfield Road, Hollister, California. **LAST DAY TO FILE CLAIMS** against the District is the second Friday of each month, except in November and December. Usually meeting dates change in those months because of holidays. The Board may hold a closed session to discuss personnel matters, litigation or employee negotiations as authorized by the Ralph M. Brown Act, Evidence Code #950-962 or other appropriate State law.

All public records relating to an agenda item on this agenda are available for public inspection at the time the record is distributed to all, or a majority of all, members of the Board. Such records shall be available at the District office located at 30 Mansfield Road, Hollister, California.



Agenda

Item

1

August 27, 2025
Regular Meeting
5:00 p.m.

The Board of Directors of the San Benito County Water District convened in regular session on Wednesday, August 27, 2025 at 5:00 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President Doug Williams, Vice President Mark Wright and Directors Sonny Flores and John Freeman; Director Joe Tonascia was absent. Also present were General Manager Dana Jacobson, District Counsel Jeremy T. Liem, Assistant General Manager Brett Miller, Operations and Maintenance Manager Michael Craig, Senior Engineer David Macdonald, Water Programmer III Anne Stull, Office Specialist I Shannon Darnall and Executive Assistant/Board Clerk Barbara Mauro. Jeff Cattaneo participated at the District.

CALL TO ORDER

President Williams called the meeting to order at 5:00 p.m.

- a. **Pledge of Allegiance to the Flag**
President Williams led the Pledge of Allegiance.
- b. **Roll Call**
Mrs. Mauro called roll. Members present were: President Williams, Vice President Wright and Directors Flores and Freeman; Director Tonascia was absent.
- c. **Speakers will be limited to 5 minutes to address the Board; rebuttal will be limited to 3 minutes; no new business agenda items will be heard after 8:00 p.m.**
- d. **Approval of Agenda**
With a motion by Director Flores and a second by Vice President Wright, the Agenda was approved by 4 affirmative votes, Williams, Wright, Flores and Freeman and there was 1 absence, Tonascia.
- e. **Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda**
Katja Irvin, of the Sierra Club, in reference to Valley Water terminating the Pacheco Reservoir Expansion Project, asked how this will impact this District and asked for this to be agendized on a future agenda. There were no other comments.

CONSENT AGENDA:

1. **Approval of Minutes for:**

July 30, 2025	Regular Meeting
August 11, 2025	Special Meeting
2. **Allowance of Claims**
3. **Acknowledgement of Paid Claims prior to the August Board Meeting**
4. **Acceptance of Quarterly Investment Report, June 30, 2025**
5. **On Call Contracts – Status Updates**

With no questions from the Board, a motion was made by Director Freeman and seconded by Director Flores; the Consent Agenda was approved by 4 affirmative votes, Williams, Wright, Flores and Freeman and there was 1 absence, Tonascia.

REGULAR AGENDA

6. **Presentation by Francisco Diaz, San Benito County Clerk-Recorder, on Assembly Bill 1466 (AB 1466) – Removal of Unlawful, Discriminatory, and Restrictive Covenant Provisions from Recorded Documents**

Mr. Francisco Diaz, San Benito County Clerk-Recorder and Ms. Jacqueline Taylor, Senior Recorder, were in attendance. Ms. Taylor presented a PowerPoint on AB 1466. In conclusion, Mr. Diaz stated there would not be any cost to the owner, if a document has to be re-recorded, removing the unlawful or discriminatory wording from a deed.

7. **Consider Awarding a Contract to Specialty Construction, Inc. for the Accelerated Drought Response Project (ADRoP) ASR Well Sites and Pipeline Project Construction and Authorize the General Manager to execute all necessary documents (NTE \$ 21,908,902)**

Mr. Macdonald reviewed this item for the Board. He stated this is the final construction contract for the ADRoP Project. On August 1st, 4 bids were received and SANCO Pipeline was the apparent low bidder, however; there was an error in the bid. As a result of this error, Specialty Construction became the low bid. Based on the bid, Mr. Macdonald reported staff is recommending the Board award the contract to Specialty Construction plus a 5% contingency, which would bring the total cost to \$21,908,902.

(Below are public comments made on this item)

Don Drexel, SANCO, stated he has been in this business for 69 years. At the bid opening on August 1, 2025, SANCO was the apparent low bid, however, 1 week later they were told there was an error on #10 of the bid. While the handwritten unit price was incorrect, the total for #10 was correct as was the total bid amount. He is asking the Board to approve SANCO and thus saving the District \$68,000. This was simply a clerical error and logic would lean toward going with SANCO. While there is a procedure to protest the bid, there wasn't a procedure to protest, the protest filed by Specialty.

Kevin Alger, of Operating Engineers Union, asked the Board to appeal the staff's decision to go with Specialty and go back to SANCO. This contract would be a huge benefits to the county and the families of SANCO, who live in the area. Specialty's workers live out of this area.

Brayden Schrader, owner of SANCO, stated his company has done business in Hollister for more than 45 years. As a company they sponsor local organizations and events. This is an important project to this District but also an important project to SANCO. He relayed the employee who made the clerical error feels bad, but the District could follow its own specs and has the ability to decide. He asked the Board to please award this job to SANCO.

Elias Salinas stated it sounds like this was merely a clerical error and that this would be a help to our community. It also appears like it would be a \$68,000 savings. Often in jobs like these, the bidder is low and then proceeds to process a lot of change orders.

Jacob Lomanto stated he has commuted out of the area to do jobs. SANCO has employees that live here that could work on the job. It also makes sense that this was not a malicious error. He too supports awarding the job to SANCO.

Joe Bauer stated the district will not find a better outfit than SANCO. It is a great company and has local workers.

Jeff Cattaneo stated he is currently working on behalf of the District as the District Engineer. He reviewed all of the bids and is recommending the Board go with Specialty. When SANCO's bid was revised with the clerical error, they were no longer the low bid. He does not have anything against SANCO and while he was employed at Marina Coast Water District, he worked with both SANCO and Specialty. He further added the District used Specialty for the upgrade to the Lessalt Water Treatment Plant. He feels it is unreasonable to go with SANCO.

Tom Seidel, representing Specialty, stated the error on SANCO's bid is unfortunate, but this is a public contract for a public agency. Russ Alnas, also of Specialty, added he lives here and Specialty does support local organizations as well.

Director Flores thanked everyone for speaking. Per Counsel, the District is legally required to take the lowest qualified bid and reject SANCO's and move forward. Mr. Jacobson clarified SANCO's bid was not rejected, but it was accepted; it just wasn't chosen as the low bidder.

Director Freeman agreed with Director Flores that it is a hard decision, but the District is legally bound to go with Specialty, but he does see both sides of the table.

Mr. Drexel, asked to offer a rebuttal. He stated the public code allows the District to make a correction which was obviously ambiguous, and the final cost shall prevail.

With no further questions or comments from either the public or the Board, a motion was made by Vice President Wright and seconded by Director Freeman; the Board of Directors approved Awarding a Contract to Specialty Construction, Inc. for the Accelerated Drought Response Project (ADRoP) ASR Well Sites and Pipeline Project Construction and Authorize the General Manager to execute all necessary documents (NTE \$ 21,908,902) by 4 affirmative votes, Williams, Wright, Flores and Freeman and there was 1 absence, Tonascia.

8. **Consider Authorizing the General Manager to Execute Amendment 2 to Amendment 27 with HDR Consultants for Engineering Services during Construction related to the Accelerated Drought Response Project (ADRoP) Pipeline and Well Installation (NTE \$1,685,928)**

Mr. Cattaneo reviewed this item for the Board. This is similar to how the District handled engineering services during previous construction projects and this will be in tandem with Kennedy-Jenks. This was negotiated for design/engineering services and is within 5% of the overall project.

Ms. Salinas stated this is what she was referring to earlier when she mentioned additional change orders. She did add this District manages their public funds well. But also, that's often why bids come in low.

Mr. Jacobson stated the reason we are issuing this amendment to HDR is for expediency not for new work; all are expected costs listed in the task order.

Mr. Cattaneo stated he was District Manager at the District for more than 16 years and he continues to manage the funds diligently. He further explained the District has a master contract with this consultant and this is an amendment to that contract. Any extra work, if needed, will come before the Board for approval.

With no questions from the Board, a motion was made by Director Flores and seconded by Director Freeman; the Board of Directors approved Authorizing the General Manager to Execute Amendment 2 to Amendment 27 with HDR Consultants for Engineering Services during Construction related to the Accelerated Drought Response Project (ADRoP) Pipeline and Well Installation (NTE \$1,685,928) by 4 affirmative votes, Williams, Wright, Flores and Freeman and there was 1 absence, Tonascia.

9. **Consider Approving the Agreement for Water Transfer and Memorandum of Agreement for a Water Transfer with the Kern-Tulare Water District**

Mr. Jacobson reviewed this item for the Board. The District received a 55% Ag water allocation and an 80% of historical average Municipal and Industrial water allocation, totaling approximately 31,000 acre feet. Water demands are down, and ag customers have already made reductions from their initial allocations. This leaves the District with a possible surplus of 12,000 to 13,000 acre feet of water after making full use of the allocation, including percolating and refilling San Justo Reservoir. This transfer to Kern-Tulare Water District would be for up to 7,000 acre feet, at \$180/acre foot and a net of \$141 after fees, which would be up to \$987,000. This also comes with the recommendation from the Zone 6 Water Supply and Operations Committee reported Mr. Jacobson.

Director Freeman asked if the District had to pay the Bureau cost twice. Mr. Jacobson stated no, the District only pays the fee when we actually receive the water.

Director Flores asked if this affects the historical usage and Mr. Jacobson stated, no, that only applies to the M&I water.

With a motion by Director Freeman and a second by Vice President Wright, the Board of Directors approved an Agreement for Water Transfer and Memorandum of Agreement for a Water Transfer with the Kern-Tulare Water District by 4 affirmative votes, Williams, Wright, Flores and Freeman and there was 1 absence, Tonascia.

10. **Consider Authorizing the General Manager to Provide Public Notice that the District Intends to Transfer More Than 20 Percent of its Annual Entitlement for Central Valley Project Water in Water Year 2025-2026**

Mr. Jacobson also reviewed this item. This is related to the previous agenda item, regarding surplus water. He continues to look for additional partners to transfer the water to. Federal law states if more than 20% of our annual allocation is transferred, the agency must put a public notice in both the paper where the water is coming from and being transferred to. (The previous transfer is under that threshold).

With a motion by Director Flores and second by Vice President Wright, the Board of Directors authorized the General Manager to Provide Public Notice that the District Intends to Transfer More Than 20 Percent of its Annual Entitlement for Central Valley

Project Water in Water Year 2025-2026 by 4 affirmative votes, Williams, Wright, Flores and Freeman and there was 1 absence, Tonascia.

11. **Consider Resolution Authorizing the Establishment of an Investment Account in the California Asset Management Trust administered by the California Asset Management Program**

Mr. Miller introduced this item and also Joan Pino from PFM, who will give a PowerPoint presentation. Ms. Pino gave an overview of CAMP and had a comparison between CAMP and LAIF. Mr. Miller added it would allow the District more diversity and over time CAMP was outperforming LAIF. He added it is a good investment option and comes with the recommendation of the Investment Committee.

Vice President Wright asked about the fees. Ms. Pino stated the return is net of fees. Mr. Miller further clarified the fees are included in their rates. Discussion further ensued about where CAMP invested their funds.

With no further questions, a motion was made by Director Freeman and seconded by Director Flores; the Board of Directors approved Resolution #2025-15, *A Resolution of the Board of Directors of the San Benito County Water District Authorized the establishment of an Investment Account in the California Asset Management Trust administered by the California Asset Management Program* by 4 affirmative votes, Williams, Wright, Flores and Freeman and there was 1 absence, Tonascia.

12. **Consider Authorizing the Establishment of an Account with Multi-Bank Securities**

Mr. Miller reviewed this item for the Board. He stated this is another source of investment the District could lock into a good rate. It can be for short or long term and Multi-Bank would protect the District from exceeding the FDIC limit. This item also comes to the Board with a recommendation from the Investment Committee.

With a motion by Director Flores and a second by Director Freeman, the Board of Directors authorized the establishment of an account with Multi-Bank Securities, by 4 affirmative votes, Williams, Wright, Flores and Freeman and there was 1 absence, Tonascia.

13. **Consider Authorizing Director Attendance at the 2025 ACWA/JPIA's Board of Directors' Meeting on December 1, 2025, San Diego, California**

The Board was directed to let Mrs. Mauro know if they were interested. Director Freeman, as the representative for ACWA/JPIA stated he is interested in both this meeting and in attending ACWA, which is the next item.

14. **Consider Authorizing the General Manager (or his Designee) and Director Attendance at the 2025 ACWA Fall Conference, San Diego, California, December 2nd to 4th, 2025**

The Board was also directed to let Mrs. Mauro know if they were interested. Director Freeman is definitely interested, and Director Flores also expressed interest, but would let Mrs. Mauro know if he intends to go to the conference.

15. **Committee/Agency Representative Reports:**
 - a. **San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)**
Mr. Jacobson will cover this under his Manager's report.
 - b. **Investment Committee (Flores/Williams)**
As per Directors Flores and Williams, this has already been covered.
 - c. **Zone 6 Water Supply & Operations Committee (Tonascia/Wright)**
As per Director Wright, this has already been covered.
16. **Monthly Operations and Maintenance Report**

Mr. Craig reported the field staff has been very busy. 128 loads of silt has been removed so far from the Paicines Canal and staff has sprayed/mowed around the banks. Hernandez Reservoir is at 50 feet. In October, staff will be replacing pipes at Spring Grove and Jones Roads. There is a leak in Sub 2 & 3 which will require a lot of parts and some of the work will be in the middle of the road in order to change the valves. He estimates this to take about 2 days. He further reported Sub 4 shutdown will be postponed until November 2025. This repair will be to replace 2 sixteen inch valves and 2 sixteen inch clay valves and address the concrete leak; this will also take an estimated 2 days. San Justo Reservoir is currently at 481' and the shutdown of the Pacheco Pumping Plant has been delayed until October 2025.
17. **General Manager's Report:**
 - a. **Reach 1 Operations**

Mr. Jacobson reported the shutdown at Pacheco Pumping Plant has been delayed until October, but there have been 4 unplanned outages this year which the District determined there was a communication issue. Last week, a meeting was held between our District and Valley Water and 3 options were discussed to alleviate the communication issue.

Director Freeman asked about the timeline for the remote operation. Mr. Jacobson reported staff is pushing the contractor to finalize the hardware/software prior to the end of the year.
 - b. **Zone 3 Operations**

Mr. Craig covered this.
 - c. **Zone 6 Operations**

Mr. Jacobson reported there will be a pipeline replacement through Tres Pinos so Sunnyslope County Water District will need access to our easement. There will be reimbursement contract and staff is currently reviewing the plans.
 - d. **Accelerated Drought Response Project (ADRoP)**

Mr. Jacobson reported the expansion of the West Hills WTP is going well. Regarding the wells, the contractor has begun drilling. Also, Mr. Jacobson reported the final draft version of the Water Supply and Treatment Agreement has been distributed and he is waiting on final comments. The agreement is scheduled to be approved as follows: the City of Hollister, September 15th, Sunnyslope County Water District, September 23rd, SBCWD, September 24th and the City of San Juan Bautista on

October 21st. The District will also consider a reimbursement agreement for infrastructure on September 24th.

e. San Luis and Delta-Mendota Water Authority Activities

Mr. Jacobson reported the Subsidence Project is the most pressing issue. Jones/Intertie will be the first repair. There is uncertainty if there will be federal funding or any contribution from Reclamation.

f. City of San Juan Bautista Water Supply Plan

Mr. Jacobson reported he had nothing at this time.

g. B F Sisk Dam Raise Project

Mr. Jacobson reported he had nothing at this time.

h. Sustainable Groundwater Management Act Compliance

Mr. Jacobson reported staff has a proposal from Todd Groundwater on amending the GSP. There also appears there is a revenue surplus, which staff is working through. The proposal from Todd Groundwater will come to the Board in September.

i. Miscellaneous District items

Mr. Jacobson reported a replacement for the Water Conservation Program Manager has been chosen and they have accepted; the start date is September 8th.

Mr. Jacobson further reported Valley Water, at their meeting on Tuesday, voted to suspend the Pacheco Reservoir Expansion Project effective immediately. The biggest hurdle, besides the rising costs, was the Bureau stating Valley Water could not store CVP water in the new reservoir.

Mr. Miller reported staff is moving forward with Tyler and is live in most programs. Payroll training occurred today, and the next 2 payrolls will run side/side for comparison. Mr. Jacobson thanked Mr. Miller and the accounting/HR staff for the training today.

Mr. Miller also reported the capacity fee will be live, starting tomorrow.

18. CLOSED SESSION

Conference with Legal Counsel-Anticipated Litigation

Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: One case

(The Board convened in Closed Session at 6:44 p.m.)

19. OPEN SESSION

Report any action, if any, from Closed Session

(The Board reconvened in Open Session at 7:00 p.m.)

President Williams called the meeting back to order and stated there was no action taken in Closed Session.

20. **Adjournment**

With no further business to discuss, the meeting was adjourned at 7:01 p.m.

Doug Williams, President

Barbara L. Mauro, Executive Assistant/Board Clerk



San Benito County Water District

Check Register

Packet: APPKT00093 - Board Claims September 24, 2025

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
001866	Gutierrez Consultants	09/24/2025	EFT	0.00	10,512.50	2
000018	A-1 Services	09/24/2025	Regular	0.00	828.00	60284
005115	AAA Business Supplies LP	09/24/2025	Regular	0.00	242.40	60285
000355	B&S Supply	09/24/2025	Regular	0.00	124.94	60286
000415	Before the Movie Inc	09/24/2025	Regular	0.00	876.00	60287
000561	Brigantino Irrigation	09/24/2025	Regular	0.00	25,338.59	60288
000740	Cellular Controlled Products	09/24/2025	Regular	0.00	195.00	60289
000742	Central Ag Supply LLC	09/24/2025	Regular	0.00	84.44	60290
000869	Cintas Corporation	09/24/2025	Regular	0.00	2,346.41	60291
000905	CM Analytical Inc	09/24/2025	Regular	0.00	1,220.00	60292
001041	Dassel's Petroleum Inc	09/24/2025	Regular	0.00	65.08	60293
001043	Dataflow Business Systems Inc	09/24/2025	Regular	0.00	206.04	60294
001264	Don Chapin Company Inc	09/24/2025	Regular	0.00	385.97	60295
001409	ELC Consulting	09/24/2025	Regular	0.00	8,828.13	60296
005135	Fallon LLC	09/24/2025	Regular	0.00	13,000.00	60297
001553	Fastenal Company	09/24/2025	Regular	0.00	679.02	60298
001651	Fresno Valves & Castings, Inc.	09/24/2025	Regular	0.00	2,981.30	60299
001813	GRAINGER	09/24/2025	Regular	0.00	3,178.73	60300
001850	Grossmayer & Associates	09/24/2025	Regular	0.00	725.00	60301
001901	HDR Engineering Inc	09/24/2025	Regular	0.00	192,166.19	60302
001949	Hollister Auto Parts Inc	09/24/2025	Regular	0.00	114.61	60303
001960	Hollister Landscape Supply	09/24/2025	Regular	0.00	314.47	60304
001968	Hollister True Value Inc.	09/24/2025	Regular	0.00	30.57	60305
001988	ICONIX Waterworks Inc	09/24/2025	Regular	0.00	10,707.26	60306
002423	Johnson Lumber Company	09/24/2025	Regular	0.00	595.75	60307
002699	Kennedy/Jenks Consultants Inc.	09/24/2025	Regular	0.00	89,929.59	60308
002783	Landscape Design by Rosemary Brid	09/24/2025	Regular	0.00	900.00	60309
005131	M3 Planning, Inc.	09/24/2025	Regular	0.00	15,000.00	60310
003015	Mandego	09/24/2025	Regular	0.00	1,610.78	60311
003247	McKinnon Lumber, Inc.	09/24/2025	Regular	0.00	455.87	60312
003249	McMaster-Carr Supply Co	09/24/2025	Regular	0.00	700.07	60313
003399	Mission Village Voice Media LLC	09/24/2025	Regular	0.00	530.00	60314
003487	New SV Media, Inc	09/24/2025	Regular	0.00	345.00	60315
005142	Pacific Coast Well Drilling, Inc.	09/24/2025	Regular	0.00	1,049,075.50	60316
003752	Pitney Bowes	09/24/2025	Regular	0.00	46.00	60317
003796	Raftelis	09/24/2025	Regular	0.00	4,646.25	60318
004271	San Benito County Assessors	09/24/2025	Regular	0.00	299.35	60319
004364	Sentry Alarm Systems	09/24/2025	Regular	0.00	120.00	60320
004422	Shred-it	09/24/2025	Regular	0.00	431.70	60321
004218	SJ Electro Systems, Inc.	09/24/2025	Regular	0.00	38,200.00	60322
004456	Spurzem & Liem LLP	09/24/2025	Regular	0.00	9,727.50	60323
004554	Sunnyslope County Water District	09/24/2025	Regular	0.00	358,626.27	60324
004557	Superior Printing Inc.	09/24/2025	Regular	0.00	251.83	60325
004619	TechnoFlo Systems	09/24/2025	Regular	0.00	13,343.56	60326
004728	Todd Groundwater	09/24/2025	Regular	0.00	12,274.75	60327
004771	Toro Petroleum Corporation	09/24/2025	Regular	0.00	4,148.65	60328
004802	Turbo Time Welding	09/24/2025	Regular	0.00	1,250.00	60329
004807	Tyler Technologies	09/24/2025	Regular	0.00	13,520.00	60330
004810	U.S. Bank Corporation	09/24/2025	Regular	0.00	14,777.01	60331
004811	U.S. Geological Survey	09/24/2025	Regular	0.00	25,752.50	60332
004830	USA BlueBook	09/24/2025	Regular	0.00	7,001.38	60333
004854	Verdant Commercial Capital LLC	09/24/2025	Regular	0.00	239.81	60334
004952	Wienhoff & Associates, Inc.	09/24/2025	Regular	0.00	85.00	60335

Check Register

Packet: APPKT00093-Board Claims September 24, 2025

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
005031	YSI Inc	09/24/2025	Regular	0.00	2,422.87	60336

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	123	53	0.00	1,930,945.14
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	1	0.00	10,512.50
	126	54	0.00	1,941,457.64

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	9/2025	1,941,457.64
			1,941,457.64

Check Register

Packet: APPKT00093-Board Claims September 24, 2025

Authorization Signatures

Board Claims Approval

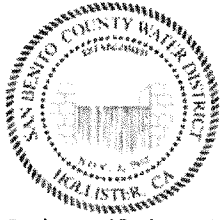
STATE OF CALIFORNIA
COUNTY OF SAN BENITO

I DO HEREBY CERTIFY, UNDER THE PENALTY OF PERJURY AT HOLLISTER, CALIFORNIA, THAT THE FOREGOING DEMANDS ENUMERATED HAVE BEEN AUDITED; THAT THE SAME ARE ACCURATE AND JUST CLAIMS AGAINST THE DISTRICT; AND THAT THERE ARE FUNDS AVAILABLE FOR PAYMENT.

Signed by:
Dana Jacobson
Dana Jacobson, General Manager

Cindy Paine
Brett Miller, Assistant General Manager
Cindy Paine

Doug Williams
Doug Williams, Board President



San Benito County Water District

Payment Register

APPKT00093 - Board Claims September 24, 2025

01 - Vendor Set 01

Bank: AP - Accounts Payable

Vendor Number	Vendor Name					Total Vendor Amount
<u>000018</u>	A-1 Services					828.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60284</u>	09/24/2025	828.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>122933</u>	Janitorial Services	09/01/2025	09/01/2025	0.00	828.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>005115</u>	AAA Business Supplies LP					242.40
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60285</u>	09/24/2025	242.40			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2451304-0</u>	Office Supplies	09/05/2025	09/05/2025	0.00	87.95	
<u>2452000-0</u>	Office Supplies	09/10/2025	09/10/2025	0.00	154.45	

Vendor Number	Vendor Name					Total Vendor Amount
<u>000355</u>	B&S Supply					124.94
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60286</u>	09/24/2025	124.94			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2908</u>	Maintenance Services	06/01/2025	06/01/2025	0.00	124.94	

Vendor Number	Vendor Name					Total Vendor Amount
<u>000415</u>	Before the Movie Inc					876.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60287</u>	09/24/2025	876.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>54218</u>	On-Screen Ad	08/01/2025	08/01/2025	0.00	438.00	
<u>54219</u>	On-Screen Ad	09/01/2025	09/01/2025	0.00	438.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>000561</u>	Brigantino Irrigation					25,338.59
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60288</u>	09/24/2025	25,338.59			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>220000119991</u>	Contracted Maintenance Services	08/13/2025	08/13/2025	0.00	2,667.52	
<u>220000120205</u>	District Repair Supplies	08/15/2025	08/15/2025	0.00	44.91	
<u>220000120684</u>	Maintenance Supplies	08/19/2025	08/19/2025	0.00	7,403.34	
<u>220000120782</u>	Maintenance Supplies	08/20/2025	08/20/2025	0.00	438.96	
<u>220000120931</u>	Maintenance Supplies	08/21/2025	08/21/2025	0.00	1.84	
<u>220000121086</u>	Maintenance Supplies	08/21/2025	08/21/2025	0.00	21.43	
<u>220000121307</u>	Maintenance Supplies	08/25/2025	08/25/2025	0.00	29.93	
<u>220000121574</u>	Maintenance Supplies	08/26/2025	08/26/2025	0.00	1,656.72	
<u>220000121688</u>	Maintenance Supplies	08/27/2025	08/27/2025	0.00	97.55	
<u>220000122164</u>	Maintenance Supplies	08/29/2025	08/29/2025	0.00	3,575.19	
<u>220000122165</u>	Contracted Maintenance Services	08/29/2025	08/29/2025	0.00	3,650.00	
<u>220000122167</u>	Contracted Maintenance Services	08/29/2025	08/29/2025	0.00	5,500.00	
<u>220000122802</u>	Maintenance Supplies	09/05/2025	09/05/2025	0.00	125.29	
<u>220000123762</u>	Maintenance Supplies	09/15/2025	09/15/2025	0.00	125.91	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>000740</u>	Cellular Controlled Products					195.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60289</u>	09/24/2025	195.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0110589-IN</u>	Quarterly Service	09/01/2025	09/01/2025	0.00	195.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>000742</u>	Central Ag Supply LLC					84.44
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60290</u>	09/24/2025	84.44			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1110551</u>	Maintenance Supplies	09/02/2025	09/02/2025	0.00	84.44	
Vendor Number	Vendor Name					Total Vendor Amount
<u>000869</u>	Cintas Corporation					2,346.41
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60291</u>	09/24/2025	2,346.41			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4241283630</u>	Weekly Service	08/26/2025	08/26/2025	0.00	172.91	
<u>4242152748</u>	Weekly Service	09/03/2025	09/03/2025	0.00	214.05	
<u>4242789846</u>	Weekly Service	09/09/2025	09/09/2025	0.00	214.05	
<u>4243513523</u>	Weekly Service	09/16/2025	09/16/2025	0.00	214.05	
<u>9333989732</u>	District Uniforms	08/15/2025	08/15/2025	0.00	300.22	
<u>9334555386</u>	District Uniforms	08/20/2025	08/20/2025	0.00	537.46	
<u>9336755305</u>	District Uniforms	09/04/2025	09/04/2025	0.00	693.67	
Vendor Number	Vendor Name					Total Vendor Amount
<u>000905</u>	CM Analytical Inc					1,220.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60292</u>	09/24/2025	1,220.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>85198</u>	Water Quality Testing	08/18/2025	08/18/2025	0.00	1,220.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001041</u>	Dassel's Petroleum Inc					65.08
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60293</u>	09/24/2025	65.08			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1282</u>	Fuel Bill	08/21/2025	08/21/2025	0.00	65.08	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001043</u>	Dataflow Business Systems Inc					206.04
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60294</u>	09/24/2025	206.04			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>432134</u>	Copier Maintenance/ Supplies	09/05/2025	09/05/2025	0.00	193.54	
<u>432652</u>	Copier Maintenance/ Supplies	09/11/2025	09/11/2025	0.00	12.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001264</u>	Don Chapin Company Inc					385.97
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60295</u>	09/24/2025	385.97			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>198979</u>	Maintenance Supplies	08/14/2025	08/14/2025	0.00	184.46	
<u>199511</u>	Maintenance Supplies	08/29/2025	08/29/2025	0.00	201.51	

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Vendor Number	Vendor Name					Total Vendor Amount	
<u>001409</u>	ELC Consulting					8,828.13	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	<u>60296</u>					09/24/2025	8,828.13
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>10566</u>	Monthly Service Agreement	09/01/2025	09/01/2025	0.00	6,897.00		
<u>10567</u>	Monthly Service Agreement	09/01/2025	09/01/2025	0.00	1,480.00		
<u>10568</u>	Monthly Service Agreement	09/01/2025	09/01/2025	0.00	100.00		
<u>10590</u>	Scanner Equipment	08/29/2025	08/29/2025	0.00	25.13		
<u>10597</u>	Microsoft Office 365	09/02/2025	09/02/2025	0.00	278.00		
<u>10598</u>	Exchange Online Plan 1	09/02/2025	09/02/2025	0.00	48.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>005135</u>	Fallon LLC					13,000.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	<u>60297</u>					09/24/2025	13,000.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>091725</u>	ADRoP Easement Agreement	09/17/2025	09/17/2025	0.00	13,000.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001553</u>	Fastenal Company					679.02	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	<u>60298</u>					09/24/2025	679.02
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>CAHOS71107</u>	Maintenance Supplies	08/20/2025	08/20/2025	0.00	125.86		
<u>CAHOS71134</u>	Maintenance Supplies	08/20/2025	08/20/2025	0.00	77.68		
<u>CAHOS71196</u>	Maintenance Supplies	08/22/2025	08/22/2025	0.00	113.10		
<u>CAHOS71297</u>	Maintenance Supplies	08/28/2025	08/28/2025	0.00	226.19		
<u>CAHOS71425</u>	Maintenance Supplies	09/05/2025	09/05/2025	0.00	85.26		
<u>MNQ19962668</u>	Maintenance Supplies	08/06/2025	08/06/2025	0.00	50.93		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001651</u>	Fresno Valves & Castings, Inc.					2,981.30	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	<u>60299</u>					09/24/2025	2,981.30
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>S0676934</u>	Maintenance Supplies	08/20/2025	08/20/2025	0.00	2,154.88		
<u>S0676983</u>	Maintenance Supplies	08/27/2025	08/27/2025	0.00	826.42		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001813</u>	GRAINGER					3,178.73	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	<u>60300</u>					09/24/2025	3,178.73
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>9613688382</u>	Maintenance Supplies	08/19/2025	08/19/2025	0.00	3,178.73		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001850</u>	Grossmayer & Associates					725.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	<u>60301</u>					09/24/2025	725.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>IVC3918</u>	Consulting Services	08/31/2025	08/31/2025	0.00	145.00		
<u>IVC3920</u>	Consulting Services	09/12/2025	09/12/2025	0.00	580.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001866</u>	Gutierrez Consultants					10,512.50	
Payment Type	Payment Number					Payment Date	Payment Amount
EFT	<u>2</u>					09/24/2025	10,512.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>2012</u>	Consulting Services	09/01/2025	09/01/2025	0.00	6,380.00		
<u>2013</u>	Consulting Services	09/01/2025	09/01/2025	0.00	2,247.50		

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<u>2014</u>	Consulting Services	09/01/2025	09/01/2025	0.00	1,885.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001901</u>	HDR Engineering Inc					192,166.19	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60307</u>			09/24/2025	192,166.19		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>1200749399</u>	Engineering Services	08/17/2025	08/17/2025	0.00	62,705.51		
<u>1200749400</u>	Engineering Services	08/17/2025	08/17/2025	0.00	28,761.25		
<u>1200749401</u>	Engineering Services	08/17/2025	08/17/2025	0.00	21,830.37		
<u>1200756195</u>	Engineering Services	09/08/2025	09/08/2025	0.00	36,230.62		
<u>1200756197</u>	Engineering Services	09/08/2025	09/08/2025	0.00	35,579.94		
<u>1200756198</u>	Engineering Services	09/08/2025	09/08/2025	0.00	7,058.50		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001949</u>	Hollister Auto Parts Inc					114.61	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60303</u>			09/24/2025	114.61		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>017352</u>	District Supplies	08/22/2025	08/22/2025	0.00	78.59		
<u>019449</u>	Vehicle Supplies -Truck #19	09/15/2025	09/15/2025	0.00	36.02		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001960</u>	Hollister Landscape Supply					314.47	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60304</u>			09/24/2025	314.47		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>83986</u>	Maintenance Supplies	08/27/2025	08/27/2025	0.00	314.47		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001968</u>	Hollister True Value Inc.					30.57	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60305</u>			09/24/2025	30.57		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>A474035</u>	District Supplies	09/11/2025	09/11/2025	0.00	30.57		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001988</u>	ICONIX Waterworks Inc					10,707.26	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60306</u>			09/24/2025	10,707.26		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>U2516031932</u>	Maintenance Supplies	08/08/2025	08/08/2025	0.00	6,955.85		
<u>U2516036206</u>	Maintenance Supplies	09/04/2025	09/04/2025	0.00	3,751.41		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>002423</u>	Johnson Lumber Company					595.75	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60307</u>			09/24/2025	595.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>286639</u>	Maintenance Supplies	08/21/2025	08/21/2025	0.00	39.20		
<u>286807</u>	Maintenance Supplies	08/27/2025	08/27/2025	0.00	27.13		
<u>286864</u>	Maintenance Supplies	08/29/2025	08/29/2025	0.00	30.57		
<u>287023</u>	Maintenance Supplies	09/05/2025	09/05/2025	0.00	155.88		
<u>287061</u>	Maintenance Supplies	09/08/2025	09/08/2025	0.00	44.25		
<u>287062</u>	Maintenance Supplies	09/08/2025	09/08/2025	0.00	82.94		
<u>287264</u>	Maintenance Services	09/15/2025	09/15/2025	0.00	148.07		
<u>287267</u>	District Supplies	09/15/2025	09/15/2025	0.00	67.71		

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Vendor Number	Vendor Name					Total Vendor Amount
<u>002699</u>	Kennedy/Jenks Consultants Inc.					89,929.59
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60308</u>			09/24/2025	89,929.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>181586</u>	Engineering Services	07/22/2025	07/22/2025	0.00	37,736.00	
<u>182333</u>	Engineering Services	08/22/2025	08/22/2025	0.00	52,193.59	
Vendor Number	Vendor Name					Total Vendor Amount
<u>002783</u>	Landscape Design by Rosemary Bridwell CCN					900.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60309</u>			09/24/2025	900.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>082725</u>	Landscape Plan Review	08/22/2025	08/22/2025	0.00	900.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>005131</u>	M3 Planning, Inc.					15,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60310</u>			09/24/2025	15,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV-6912</u>	Annual Licensing Subscription	09/09/2025	09/09/2025	0.00	15,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003015</u>	Mandego					1,610.78
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60311</u>			09/24/2025	1,610.78	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18470</u>	District Apparel	08/26/2025	08/26/2025	0.00	578.76	
<u>18479</u>	District Uniforms	08/26/2025	08/26/2025	0.00	1,032.02	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003247</u>	McKinnon Lumber, Inc.					455.87
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60312</u>			09/24/2025	455.87	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>6J5FU</u>	Maintenance Supplies	08/29/2025	08/29/2025	0.00	237.29	
<u>ANLYL</u>	Maintenance Supplies	08/21/2025	08/21/2025	0.00	63.37	
<u>E9TOC</u>	Maintenance Supplies	09/04/2025	09/04/2025	0.00	56.45	
<u>XF9EX</u>	Maintenance Supplies	08/26/2025	08/26/2025	0.00	98.76	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003249</u>	McMaster-Carr Supply Co					700.07
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60313</u>			09/24/2025	700.07	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>50552335</u>	Maintenance Supplies	08/19/2025	08/19/2025	0.00	437.52	
<u>51636185</u>	Maintenance Supplies	09/08/2025	09/08/2025	0.00	239.91	
<u>52030093</u>	Maintenance Supplies	09/15/2025	09/15/2025	0.00	22.64	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003399</u>	Mission Village Voice Media LLC					530.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60314</u>			09/24/2025	530.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1381</u>	Monthly Print Ad	08/24/2025	08/24/2025	0.00	530.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>003487</u>	New SV Media, Inc					345.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60315</u>			09/24/2025	345.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>153137</u>	08/27/25 Public Notice	09/03/2025	09/03/2025	0.00	345.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>005142</u>	Pacific Coast Well Drilling, Inc.					1,049,075.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60316</u>			09/24/2025	1,049,075.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>25-3008-01</u>	Engineering Services	08/31/2025	08/31/2025	0.00	715,288.25	
<u>25-3011-01</u>	Engineering Services	08/31/2025	08/31/2025	0.00	333,787.25	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003752</u>	Pitney Bowes					46.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60317</u>			09/24/2025	46.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1028053577</u>	Office Supplies	09/03/2025	09/03/2025	0.00	46.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003796</u>	Raftelis					4,646.25
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60318</u>			09/24/2025	4,646.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>41627</u>	Consulting Services	09/15/2025	09/15/2025	0.00	4,646.25	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004271</u>	San Benito County Assessors					299.35
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60319</u>			09/24/2025	299.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2025-08</u>	FY25-26 Yearly Map Updates	08/01/2025	08/01/2025	0.00	299.35	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004364</u>	Sentry Alarm Systems					120.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60320</u>			09/24/2025	120.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2294102</u>	Quarterly Monitoring	09/15/2025	09/15/2025	0.00	120.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004422</u>	Shred-it					431.70
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60321</u>			09/24/2025	431.70	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>8011853269</u>	Monthly Shredding Service	08/31/2025	08/31/2025	0.00	431.70	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004218</u>	SJ Electro Systems, Inc.					38,200.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60322</u>			09/24/2025	38,200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CD99585892</u>	Scada Support	08/28/2025	08/28/2025	0.00	38,200.00	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>004456</u>	Spurzem & Liem LLP					9,727.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60323</u>	09/24/2025	9,727.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>64705</u>	Legal Services	09/03/2025	09/03/2025	0.00	9,727.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004554</u>	Sunnyslope County Water District					358,626.27
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60324</u>	09/24/2025	358,626.27			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV00385</u>	Plant Operations -Lessalt	08/31/2025	08/31/2025	0.00	131,712.30	
<u>INV00386</u>	Plant Operations -West Hills	08/31/2025	08/31/2025	0.00	226,913.97	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004557</u>	Superior Printing Inc.					251.83
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60325</u>	09/24/2025	251.83			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5031079</u>	Office Supplies	09/09/2025	09/09/2025	0.00	251.83	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004619</u>	TechnoFlo Systems					13,343.56
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60326</u>	09/24/2025	13,343.56			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>51533</u>	Maintenance Supplies	08/22/2025	08/22/2025	0.00	13,343.56	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004728</u>	Todd Groundwater					12,274.75
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60327</u>	09/24/2025	12,274.75			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>37658 825</u>	Engineering Services	08/08/2025	08/08/2025	0.00	7,777.50	
<u>37661 825</u>	Engineering Services	08/08/2025	08/08/2025	0.00	1,251.25	
<u>37662 825</u>	Engineering Services	08/08/2025	08/08/2025	0.00	3,246.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004771</u>	Toro Petroleum Corporation					4,148.65
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60328</u>	09/24/2025	4,148.65			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CL89687</u>	Vehicle Fuel	08/31/2025	08/31/2025	0.00	4,148.65	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004802</u>	Turbo Time Welding					1,250.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60329</u>	09/24/2025	1,250.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>101</u>	Contracted Maintenance Services	09/15/2025	09/15/2025	0.00	750.00	
<u>96</u>	Welding Services	08/25/2025	08/25/2025	0.00	500.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004807</u>	Tyler Technologies					13,520.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60330</u>	09/24/2025	13,520.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>025-527282</u>	Tyler Implementation	08/31/2025	08/31/2025	0.00	12,545.00	
<u>025-527937</u>	Tyler Implementation	09/10/2025	09/10/2025	0.00	975.00	

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APPKT00093 - Board Claims September 24, 2025

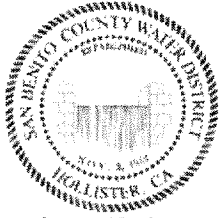
Vendor Number	Vendor Name					Total Vendor Amount	
004810	U.S. Bank Corporation					14,777.01	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60331					09/24/2025	14,777.01
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
082225BM	Monthly Statement	08/22/2025	08/22/2025	0.00	3,007.19		
082225BM	Monthly Statement	08/22/2025	08/22/2025	0.00	2,487.07		
082225DJ	Monthly Statement	08/22/2025	08/22/2025	0.00	154.32		
082225MC	Monthly Statement	08/22/2025	08/22/2025	0.00	9,128.43		
Vendor Number	Vendor Name					Total Vendor Amount	
004811	U.S. Geological Survey					25,752.50	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60332					09/24/2025	25,752.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
90131324	Water Data Collection	09/11/2025	09/11/2025	0.00	25,752.50		
Vendor Number	Vendor Name					Total Vendor Amount	
004830	USA BlueBook					7,001.38	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60333					09/24/2025	7,001.38
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV00797054	Maintenance Supplies	08/13/2025	08/13/2025	0.00	1,746.58		
INV00804477	Maintenance Supplies	08/20/2025	08/20/2025	0.00	458.70		
INV00804484	Maintenance Supplies	08/20/2025	08/20/2025	0.00	420.36		
INV00805688	Maintenance Supplies	08/21/2025	08/21/2025	0.00	1,091.75		
INV00805757	Maintenance Supplies	08/21/2025	08/21/2025	0.00	1,908.61		
INV00805799	Maintenance Supplies	08/21/2025	08/21/2025	0.00	1,375.38		
Vendor Number	Vendor Name					Total Vendor Amount	
004854	Verdant Commercial Capital LLC					239.81	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60334					09/24/2025	239.81
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
905748114	Copier Lease	09/11/2025	09/11/2025	0.00	239.81		
Vendor Number	Vendor Name					Total Vendor Amount	
004952	Wienhoff & Associates, Inc.					85.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60335					09/24/2025	85.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
132890	Pre-employment Testing	09/05/2025	09/05/2025	0.00	85.00		
Vendor Number	Vendor Name					Total Vendor Amount	
005031	YSI Inc					2,422.87	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60336					09/24/2025	2,422.87
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1135648	Water Level Sensor Hernandez	04/22/2025	04/22/2025	0.00	2,422.87		

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP	Check	123	53	0.00	1,930,945.14
AP	EFT	3	1	0.00	10,512.50
Packet Totals:		126	54	0.00	1,941,457.64

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-1,941,457.64
Packet Totals:		-1,941,457.64



San Benito County Water District

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01 - Vendor Set 01

Bank: AP - Accounts Payable

Vendor Number	Vendor Name					Total Vendor Amount
<u>000018</u>	A-1 Services					828.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60284</u>	09/24/2025	828.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>122933</u>	Janitorial Services	09/01/2025	09/01/2025	0.00	828.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>005115</u>	AAA Business Supplies LP					242.40
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60285</u>	09/24/2025	242.40			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2451304-0</u>	Office Supplies	09/05/2025	09/05/2025	0.00	87.95	
<u>2452000-0</u>	Office Supplies	09/10/2025	09/10/2025	0.00	154.45	

Vendor Number	Vendor Name					Total Vendor Amount
<u>000355</u>	B&S Supply					124.94
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60286</u>	09/24/2025	124.94			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2908</u>	Maintenance Services	06/01/2025	06/01/2025	0.00	124.94	

Vendor Number	Vendor Name					Total Vendor Amount
<u>000415</u>	Before the Movie Inc					876.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60287</u>	09/24/2025	876.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>54218</u>	On-Screen Ad	08/01/2025	08/01/2025	0.00	438.00	
<u>54219</u>	On-Screen Ad	09/01/2025	09/01/2025	0.00	438.00	

Vendor Number	Vendor Name					Total Vendor Amount
<u>000561</u>	Brigantino Irrigation					25,338.59
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60288</u>	09/24/2025	25,338.59			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>220000119991</u>	Contracted Maintenance Services	08/13/2025	08/13/2025	0.00	2,667.52	
<u>220000120205</u>	District Repair Supplies	08/15/2025	08/15/2025	0.00	44.91	
<u>220000120684</u>	Maintenance Supplies	08/19/2025	08/19/2025	0.00	7,403.34	
<u>220000120782</u>	Maintenance Supplies	08/20/2025	08/20/2025	0.00	438.96	
<u>220000120931</u>	Maintenance Supplies	08/21/2025	08/21/2025	0.00	1.84	
<u>220000121086</u>	Maintenance Supplies	08/21/2025	08/21/2025	0.00	21.43	
<u>220000121307</u>	Maintenance Supplies	08/25/2025	08/25/2025	0.00	29.93	
<u>220000121574</u>	Maintenance Supplies	08/26/2025	08/26/2025	0.00	1,656.72	
<u>220000121638</u>	Maintenance Supplies	08/27/2025	08/27/2025	0.00	97.55	
<u>220000122164</u>	Maintenance Supplies	08/29/2025	08/29/2025	0.00	3,575.19	
<u>220000122165</u>	Contracted Maintenance Services	08/29/2025	08/29/2025	0.00	3,650.00	
<u>220000122167</u>	Contracted Maintenance Services	08/29/2025	08/29/2025	0.00	5,500.00	
<u>220000122802</u>	Maintenance Supplies	09/05/2025	09/05/2025	0.00	125.29	
<u>220000123762</u>	Maintenance Supplies	09/15/2025	09/15/2025	0.00	125.91	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>000740</u>	Cellular Controlled Products					195.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60289</u>	09/24/2025	195.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>0110589-IN</u>	Quarterly Service	09/01/2025	09/01/2025	0.00	195.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>000742</u>	Central Ag Supply LLC					84.44
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60290</u>	09/24/2025	84.44			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1-10551</u>	Maintenance Supplies	09/02/2025	09/02/2025	0.00	84.44	
Vendor Number	Vendor Name					Total Vendor Amount
<u>000869</u>	Cintas Corporation					2,346.41
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60291</u>	09/24/2025	2,346.41			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>4241283630</u>	Weekly Service	08/26/2025	08/26/2025	0.00	172.91	
<u>4242152748</u>	Weekly Service	09/03/2025	09/03/2025	0.00	214.05	
<u>4242789846</u>	Weekly Service	09/09/2025	09/09/2025	0.00	214.05	
<u>4243513523</u>	Weekly Service	09/16/2025	09/16/2025	0.00	214.05	
<u>9333989732</u>	District Uniforms	08/15/2025	08/15/2025	0.00	300.22	
<u>9334555386</u>	District Uniforms	08/20/2025	08/20/2025	0.00	537.46	
<u>9336755305</u>	District Uniforms	09/04/2025	09/04/2025	0.00	693.67	
Vendor Number	Vendor Name					Total Vendor Amount
<u>000905</u>	CM Analytical Inc					1,220.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60292</u>	09/24/2025	1,220.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>85198</u>	Water Quality Testing	08/18/2025	08/18/2025	0.00	1,220.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001041</u>	Dassel's Petroleum Inc					65.08
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60293</u>	09/24/2025	65.08			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1282</u>	Fuel Bill	08/21/2025	08/21/2025	0.00	65.08	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001043</u>	Dataflow Business Systems Inc					206.04
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60294</u>	09/24/2025	206.04			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>432134</u>	Copier Maintenance/ Supplies	09/05/2025	09/05/2025	0.00	193.54	
<u>432652</u>	Copier Maintenance/ Supplies	09/11/2025	09/11/2025	0.00	12.50	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001264</u>	Don Chapin Company Inc					385.97
Payment Type	Payment Number	Payment Date	Payment Amount			
Check	<u>60295</u>	09/24/2025	385.97			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>198929</u>	Maintenance Supplies	08/14/2025	08/14/2025	0.00	184.46	
<u>199511</u>	Maintenance Supplies	08/29/2025	08/29/2025	0.00	201.51	

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Vendor Number	Vendor Name					Total Vendor Amount
<u>001409</u>	ELC Consulting					8,828.13
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60296</u>			09/24/2025	8,828.13	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>10566</u>	Monthly Service Agreement	09/01/2025	09/01/2025	0.00	6,897.00	
<u>10567</u>	Monthly Service Agreement	09/01/2025	09/01/2025	0.00	1,480.00	
<u>10568</u>	Monthly Service Agreement	09/01/2025	09/01/2025	0.00	100.00	
<u>10590</u>	Scanner Equipment	08/29/2025	08/29/2025	0.00	25.13	
<u>10597</u>	Microsoft Office 365	09/02/2025	09/02/2025	0.00	278.00	
<u>10598</u>	Exchange Online Plan 1	09/02/2025	09/02/2025	0.00	48.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>005135</u>	Fallon LLC					13,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60297</u>			09/24/2025	13,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>091725</u>	ADRoP Easement Agreement	09/17/2025	09/17/2025	0.00	13,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001553</u>	Fastenal Company					679.02
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60298</u>			09/24/2025	679.02	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CAHOS71107</u>	Maintenance Supplies	08/20/2025	08/20/2025	0.00	125.86	
<u>CAHOS71134</u>	Maintenance Supplies	08/20/2025	08/20/2025	0.00	77.68	
<u>CAHOS71196</u>	Maintenance Supplies	08/22/2025	08/22/2025	0.00	113.10	
<u>CAHOS71297</u>	Maintenance Supplies	08/28/2025	08/28/2025	0.00	226.19	
<u>CAHOS71425</u>	Maintenance Supplies	09/05/2025	09/05/2025	0.00	85.26	
<u>MN019962668</u>	Maintenance Supplies	08/06/2025	08/06/2025	0.00	50.93	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001651</u>	Fresno Valves & Castings, Inc.					2,981.30
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60299</u>			09/24/2025	2,981.30	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>S0676934</u>	Maintenance Supplies	08/20/2025	08/20/2025	0.00	2,154.88	
<u>S0676983</u>	Maintenance Supplies	08/27/2025	08/27/2025	0.00	826.42	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001813</u>	GRAINGER					3,178.73
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60300</u>			09/24/2025	3,178.73	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>9613688382</u>	Maintenance Supplies	08/19/2025	08/19/2025	0.00	3,178.73	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001850</u>	Grossmayer & Associates					725.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60301</u>			09/24/2025	725.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>IVC3918</u>	Consulting Services	08/31/2025	08/31/2025	0.00	145.00	
<u>IVC3920</u>	Consulting Services	09/12/2025	09/12/2025	0.00	580.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>001866</u>	Gutierrez Consultants					10,512.50
Payment Type	Payment Number			Payment Date	Payment Amount	
EFT	<u>2</u>			09/24/2025	10,512.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2012</u>	Consulting Services	09/01/2025	09/01/2025	0.00	6,380.00	
<u>2013</u>	Consulting Services	09/01/2025	09/01/2025	0.00	2,247.50	

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<u>2014</u>	Consulting Services	09/01/2025	09/01/2025	0.00	1,885.00		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001901</u>	HDR Engineering Inc					192,166.19	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60302</u>			09/24/2025	192,166.19		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>1200749399</u>	Engineering Services	08/17/2025	08/17/2025	0.00	62,705.51		
<u>1200749400</u>	Engineering Services	08/17/2025	08/17/2025	0.00	28,761.25		
<u>1200749401</u>	Engineering Services	08/17/2025	08/17/2025	0.00	21,830.37		
<u>1200756195</u>	Engineering Services	09/08/2025	09/08/2025	0.00	36,230.62		
<u>1200756197</u>	Engineering Services	09/08/2025	09/08/2025	0.00	35,579.94		
<u>1200756198</u>	Engineering Services	09/08/2025	09/08/2025	0.00	7,058.50		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001949</u>	Hollister Auto Parts Inc					114.61	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60303</u>			09/24/2025	114.61		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>017352</u>	District Supplies	08/22/2025	08/22/2025	0.00	78.59		
<u>019449</u>	Vehicle Supplies -Truck #19	09/15/2025	09/15/2025	0.00	36.02		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001960</u>	Hollister Landscape Supply					314.47	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60304</u>			09/24/2025	314.47		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>83986</u>	Maintenance Supplies	08/27/2025	08/27/2025	0.00	314.47		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001968</u>	Hollister True Value Inc.					30.57	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60305</u>			09/24/2025	30.57		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>A474035</u>	District Supplies	09/11/2025	09/11/2025	0.00	30.57		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>001988</u>	ICONIX Waterworks Inc					10,707.26	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60306</u>			09/24/2025	10,707.26		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>U2516031932</u>	Maintenance Supplies	08/08/2025	08/08/2025	0.00	6,955.85		
<u>U2516036206</u>	Maintenance Supplies	09/04/2025	09/04/2025	0.00	3,751.41		
Vendor Number	Vendor Name					Total Vendor Amount	
<u>002423</u>	Johnson Lumber Company					595.75	
Payment Type	Payment Number			Payment Date	Payment Amount		
Check	<u>60307</u>			09/24/2025	595.75		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
<u>286639</u>	Maintenance Supplies	08/21/2025	08/21/2025	0.00	39.20		
<u>286807</u>	Maintenance Supplies	08/27/2025	08/27/2025	0.00	27.13		
<u>286864</u>	Maintenance Supplies	08/29/2025	08/29/2025	0.00	30.57		
<u>287023</u>	Maintenance Supplies	09/05/2025	09/05/2025	0.00	155.88		
<u>287061</u>	Maintenance Supplies	09/08/2025	09/08/2025	0.00	44.25		
<u>287062</u>	Maintenance Supplies	09/08/2025	09/08/2025	0.00	82.94		
<u>287264</u>	Maintenance Services	09/15/2025	09/15/2025	0.00	148.07		
<u>287267</u>	District Supplies	09/15/2025	09/15/2025	0.00	67.71		

Payment Register
APPKT00093 - Board Claims September 24, 2025

Vendor Number	Vendor Name					Total Vendor Amount
<u>002699</u>	Kennedy/Jenks Consultants Inc.					89,929.59
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60308</u>			09/24/2025	89,929.59	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>181586</u>	Engineering Services	07/22/2025	07/22/2025	0.00	37,736.00	
<u>182333</u>	Engineering Services	08/22/2025	08/22/2025	0.00	52,193.59	
Vendor Number	Vendor Name					Total Vendor Amount
<u>002783</u>	Landscape Design by Rosemary Bridwell CCN					900.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60309</u>			09/24/2025	900.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>082225</u>	Landscape Plan Review	08/22/2025	08/22/2025	0.00	900.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>005131</u>	M3 Planning, Inc.					15,000.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60310</u>			09/24/2025	15,000.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV-6912</u>	Annual Licensing Subscription	09/09/2025	09/09/2025	0.00	15,000.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003015</u>	Mandego					1,610.78
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60311</u>			09/24/2025	1,610.78	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>18470</u>	District Apparel	08/26/2025	08/26/2025	0.00	578.76	
<u>18479</u>	District Uniforms	08/26/2025	08/26/2025	0.00	1,032.02	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003247</u>	McKinnon Lumber, Inc.					455.87
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60312</u>			09/24/2025	455.87	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>6JSFU</u>	Maintenance Supplies	08/29/2025	08/29/2025	0.00	237.29	
<u>ANLYL</u>	Maintenance Supplies	08/21/2025	08/21/2025	0.00	63.37	
<u>E9TOC</u>	Maintenance Supplies	09/04/2025	09/04/2025	0.00	56.45	
<u>XF9EX</u>	Maintenance Supplies	08/26/2025	08/26/2025	0.00	98.76	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003249</u>	McMaster-Carr Supply Co					700.07
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60313</u>			09/24/2025	700.07	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>50652335</u>	Maintenance Supplies	08/19/2025	08/19/2025	0.00	437.52	
<u>51636185</u>	Maintenance Supplies	09/08/2025	09/08/2025	0.00	239.91	
<u>52030093</u>	Maintenance Supplies	09/15/2025	09/15/2025	0.00	22.64	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003399</u>	Mission Village Voice Media LLC					530.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60314</u>			09/24/2025	530.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1381</u>	Monthly Print Ad	08/24/2025	08/24/2025	0.00	530.00	

Payment Register
APPKT00093 - Board Claims September 24, 2025

Vendor Number	Vendor Name					Total Vendor Amount
<u>003487</u>	New SV Media, Inc					345.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60315</u>			09/24/2025	345.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>153137</u>	08/27/25 Public Notice	09/03/2025	09/03/2025	0.00	345.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>005142</u>	Pacific Coast Well Drilling, Inc.					1,049,075.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60316</u>			09/24/2025	1,049,075.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>25-3008-01</u>	Engineering Services	08/31/2025	08/31/2025	0.00	715,288.25	
<u>25-3011-01</u>	Engineering Services	08/31/2025	08/31/2025	0.00	333,787.25	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003752</u>	Pitney Bowes					46.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60317</u>			09/24/2025	46.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1028053577</u>	Office Supplies	09/03/2025	09/03/2025	0.00	46.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>003796</u>	Raftelis					4,646.25
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60318</u>			09/24/2025	4,646.25	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>41627</u>	Consulting Services	09/15/2025	09/15/2025	0.00	4,646.25	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004271</u>	San Benito County Assessors					299.35
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60319</u>			09/24/2025	299.35	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2025-08</u>	FY25-26 Yearly Map Updates	08/01/2025	08/01/2025	0.00	299.35	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004364</u>	Sentry Alarm Systems					120.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60320</u>			09/24/2025	120.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>2294102</u>	Quarterly Monitoring	09/15/2025	09/15/2025	0.00	120.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004422</u>	Shred-it					431.70
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60321</u>			09/24/2025	431.70	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>8011853269</u>	Monthly Shredding Service	08/31/2025	08/31/2025	0.00	431.70	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004218</u>	SJ Electro Systems, Inc.					38,200.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60322</u>			09/24/2025	38,200.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CD99585892</u>	Scada Support	08/28/2025	08/28/2025	0.00	38,200.00	

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APPKT00093 - Board Claims September 24, 2025

Vendor Number	Vendor Name					Total Vendor Amount
<u>004456</u>	Spurzem & Liem LLP					9,727.50
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60323</u>			09/24/2025	9,727.50	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>64705</u>	Legal Services	09/03/2025	09/03/2025	0.00	9,727.50	
						Total Vendor Amount
						358,626.27
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60324</u>			09/24/2025	358,626.27	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV00385</u>	Plant Operations -Lessalt	08/31/2025	08/31/2025	0.00	131,712.30	
<u>INV00386</u>	Plant Operations -West Hills	08/31/2025	08/31/2025	0.00	226,913.97	
						Total Vendor Amount
						251.83
Vendor Number	Vendor Name					Total Vendor Amount
<u>004557</u>	Superior Printing Inc.					251.83
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60325</u>			09/24/2025	251.83	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>5031079</u>	Office Supplies	09/09/2025	09/09/2025	0.00	251.83	
						Total Vendor Amount
						13,343.56
Vendor Number	Vendor Name					Total Vendor Amount
<u>004619</u>	TechnoFlo Systems					13,343.56
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60326</u>			09/24/2025	13,343.56	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>51533</u>	Maintenance Supplies	08/22/2025	08/22/2025	0.00	13,343.56	
						Total Vendor Amount
						12,274.75
Vendor Number	Vendor Name					Total Vendor Amount
<u>004728</u>	Todd Groundwater					12,274.75
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60327</u>			09/24/2025	12,274.75	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>37658 825</u>	Engineering Services	08/08/2025	08/08/2025	0.00	7,777.50	
<u>37661 825</u>	Engineering Services	08/08/2025	08/08/2025	0.00	1,251.25	
<u>37662 825</u>	Engineering Services	08/08/2025	08/08/2025	0.00	3,246.00	
						Total Vendor Amount
						4,148.65
Vendor Number	Vendor Name					Total Vendor Amount
<u>004771</u>	Toro Petroleum Corporation					4,148.65
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60328</u>			09/24/2025	4,148.65	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CL89687</u>	Vehicle Fuel	08/31/2025	08/31/2025	0.00	4,148.65	
						Total Vendor Amount
						1,250.00
Vendor Number	Vendor Name					Total Vendor Amount
<u>004802</u>	Turbo Time Welding					1,250.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60329</u>			09/24/2025	1,250.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>101</u>	Contracted Maintenance Services	09/15/2025	09/15/2025	0.00	750.00	
<u>96</u>	Welding Services	08/25/2025	08/25/2025	0.00	500.00	
						Total Vendor Amount
						13,520.00
Vendor Number	Vendor Name					Total Vendor Amount
<u>004807</u>	Tyler Technologies					13,520.00
Payment Type	Payment Number			Payment Date	Payment Amount	
Check	<u>60330</u>			09/24/2025	13,520.00	
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>025-527282</u>	Tyler Implementation	08/31/2025	08/31/2025	0.00	12,545.00	
<u>025-527937</u>	Tyler Implementation	09/10/2025	09/10/2025	0.00	975.00	

Payment Register

APPKT00093 - Board Claims September 24, 2025

Vendor Number	Vendor Name					Total Vendor Amount	
004810	U.S. Bank Corporation					14,777.01	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60331					09/24/2025	14,777.01
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
082225BIM	Monthly Statement	08/22/2025	08/22/2025	0.00	3,007.19		
082225BM	Monthly Statement	08/22/2025	08/22/2025	0.00	2,487.07		
082225DJ	Monthly Statement	08/22/2025	08/22/2025	0.00	154.32		
082225MC	Monthly Statement	08/22/2025	08/22/2025	0.00	9,128.43		
Vendor Number	Vendor Name					Total Vendor Amount	
004811	U.S. Geological Survey					25,752.50	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60332					09/24/2025	25,752.50
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
90131324	Water Data Collection	09/11/2025	09/11/2025	0.00	25,752.50		
Vendor Number	Vendor Name					Total Vendor Amount	
004830	USA BlueBook					7,001.38	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60333					09/24/2025	7,001.38
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
INV00797054	Maintenance Supplies	08/13/2025	08/13/2025	0.00	1,746.58		
INV00804477	Maintenance Supplies	08/20/2025	08/20/2025	0.00	458.70		
INV00804484	Maintenance Supplies	08/20/2025	08/20/2025	0.00	420.36		
INV00805688	Maintenance Supplies	08/21/2025	08/21/2025	0.00	1,091.75		
INV00805757	Maintenance Supplies	08/21/2025	08/21/2025	0.00	1,908.61		
INV00805799	Maintenance Supplies	08/21/2025	08/21/2025	0.00	1,375.38		
Vendor Number	Vendor Name					Total Vendor Amount	
004854	Verdant Commercial Capital LLC					239.81	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60334					09/24/2025	239.81
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
905748114	Copier Lease	09/11/2025	09/11/2025	0.00	239.81		
Vendor Number	Vendor Name					Total Vendor Amount	
004952	Wienhoff & Associates, Inc.					85.00	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60335					09/24/2025	85.00
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
132890	Pre-employment Testing	09/05/2025	09/05/2025	0.00	85.00		
Vendor Number	Vendor Name					Total Vendor Amount	
005031	YSI Inc					2,422.87	
Payment Type	Payment Number					Payment Date	Payment Amount
Check	60336					09/24/2025	2,422.87
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount		
1135648	Water Level Sensor Hernandez	04/22/2025	04/22/2025	0.00	2,422.87		

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP	Check	123	53	0.00	1,930,945.14
AP	EFT	3	1	0.00	10,512.50
Packet Totals:		126	54	0.00	1,941,457.64

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-1,941,457.64
Packet Totals:		-1,941,457.64

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 3

Meeting Date: September 24, 2025

Submitted By: Leilani Vidal

Presented By: Dana Jacobson

Agenda Title: Acknowledgement of Paid Claims prior to the September 2025 Board Meeting

Detailed Description: This is a notification that the checks & wire transfers listed below were issued outside the normal claims process.

Payee	Check No./ Confirmation #	Amount	For	Issued Date

<i>Wire Transfers</i>				
US Bank Trust	Wire Transfer	\$606,880.55	Bond Payment -Interest only	08/29/25
San Luis Delta Mendota Water Authority	Wire Transfer	\$48,187.17	O&M delivery costs (September 2025 advanced water delivery payment form)	09/05/25
USBR (pay.gov)	Wire Transfer	\$177,481.99	Water Payment	09/08/25
USBR (pay.gov)	Wire Transfer	\$413.54	Additional restoration payment	09/11/25
City National Bank	Wire Transfer	\$115,779.20	Quarterly Loan Payment	09/12/25

Financial Impact: X Yes No

Funding Source/ Recap:
Fiscal Year Budget as approved

Material Included for Information/Consideration:

Copy of Wire Transfer Request

Action Required: _____ Resolution X Motion _____ Review _____

Board Action

_____ Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

Wire Transfer Requested

8/29/2025

Release date

8/29/2025

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount
Stifel	8/12/2025	2978928	Bond Payment	600-75010-0000-00	\$ 606,880.55
Total wire transfer					\$ 606,880.55

Daily wire activity total	\$ 606,880.55
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Online entry by: *Debra Vidal*
Date 8/29/25

Approved for release online by: *Cindy Paine*
Date 8/29/25

Wire Transfer Requested

9/5/2025

Release date 9/5/2025

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount
San Luis Delta Mendota Water Authority	9/5/2025	090525	O&M delivery costs (Sept. 2025 advanced water delivery payment form)	600-54000-0000-07	\$ 48,187.17
Total wire transfer					\$ 48,187.17

Online entry by Isabel Vidal
Date 9/5/25

Approved for release online by: Cindy Paine
Date 9/5/25

Daily wire activity total	\$ 48,187.17
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Pay.gov payment requested

9/5/2025

Release date

9/8/2025

Vendor	Payment Recap date prepared	Invoice no.	Description	GL Account no.	Amount
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	August prepaid 1,935 AF M&I	600-51140-0000-07	\$ (46,575.45)
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	August prepaid 2,500 AF AG	600-51100-0000-07	\$ (47,750.00)
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	August usage 3,624 AF M&I	600-51140-0000-07	\$ 87,229.68
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	Nov prepay 1,500 AF AG	600-51100-0000-07	\$ 28,650.00
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	August usage 3,624 AF M&I Restoration	600-52500-0000-07	\$ 96,652.08
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	August usage 3,624 AF M&I Direct Pumping	600-52510-0000-07	\$ 49,213.92
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	August usage 3,624 AF M&I Direct Pumping Other	600-52510-0000-07	\$ 10,002.24
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	Jul -25 M&I - correct AF 424	600-51140-0000-07	\$ 10,205.68
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	Jul -25 Resch AG - correct AF 3,042	600-51100-0000-07	\$ 67,380.30
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	Jul -25 M&I - paid AF 393	600-51140-0000-07	\$ (9,459.51)
Bureau of Reclamation (USBR-LA)	9/5/2025	090525	Jul -25 Resch AG - paid AF 3,073	600-51100-0000-07	\$ (68,066.95)
			Total payment amount		\$ 177,481.99

Online entry by: Richard Vido

Date

9/5/25

Daily Pay.gov total \$ 177,481.99

Customer # 3000019331

Pay.gov payment requested

9/10/2025

Release date

9/11/2025

Vendor	Payment Recap date prepared	Invoice no.	Description	GL Account no.	Amount
Bureau of Reclamation (USBR-LA)	9/10/2025	1808285471	July usage 393 AF M&I Restoration -PAID	600-52500-0000-07	\$ (10,481.31)
Bureau of Reclamation (USBR-LA)	9/10/2025	1808285471	July usage 3,073 AF AG Restoration -PAID	600-52100-0000-07	\$ (40,963.09)
Bureau of Reclamation (USBR-LA)	9/10/2025	1808285471	July usage 393 AF M&I Restoration -correct	600-52500-0000-07	\$ 11,308.08
Bureau of Reclamation (USBR-LA)	9/10/2025	1808285471	July usage 3,073 AF AG Restoration -correct	600-52100-0000-07	\$ 40,549.86
			Total payment amount		\$ 413.54

Daily Pay.gov total \$ 413.54

Customer # 3000019331

Online entry by: Subin Vidal
Date 9/10/25

Wire Transfer Requested 9/12/2025 Release date 9/12/2025

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount
City National Bank	9/1/2025	090125	HUA TP and Recycled Water Project (Principal)	600-20200-0000-00	\$ 97,162.54
City National Bank	9/1/2025	090125	HUA TP (Interest)	600-75040-0601-01	\$ 13,539.39
City National Bank	9/1/2025	090125	Recycled Water Project (Interest)	600-75050-0604-07	\$ 5,077.27
Total wire transfer					\$ 115,779.20

Online entry by: *Debra Vidal*
Date: 9/12/25

Approved for release online by: *Cindy Paine*
Date: 9/12/25

Daily wire activity total \$ 115,779.20



Agenda

Item

4



Fiscal Year 2025 On-Call Contract Activity Report
MCC Controls dba Primex - * Control System Services (SCADA Services)
Contract #: PRIMEX-2024 OC
Board Meeting 9/24/25

**NTE Contract Amount	Task Order Status	Task Order Amount	Contract Amount Remaining	Task Order Number	Task Order Description	Task Order Issued Date	Payments to Date
\$ 813,000							
	Closed	\$ 30,000	\$ 783,000	1	Control System Services	8.27.24	\$ 29,894.75
	Closed	\$ 48,178	\$ 734,822	2	PLC install and system start up RTU 20	8.26.24	\$ 48,177.80
	Closed	\$ 46,348	\$ 688,474	3	PLC install and system start up RTU 9	8.27.24	\$ 46,347.80
	Closed	\$ 103,850	\$ 584,624	4	Replacement hardware for RTU 3/4/6/7/17	10.17.24	\$ 103,849.54
	Closed	\$ 47,058	\$ 537,566	5	RTU-6 and device upgrades	1.29.25	\$ 47,057.80
	Closed	\$ 48,228	\$ 489,338	6	RTU-7 and device upgrades	1.31.25	\$ 48,227.80
	Closed	\$ 46,298	\$ 443,041	7	RTU-3 and device upgrades	1.31.25	\$ 46,297.80
	Closed	\$ 47,758	\$ 395,283	8	RTU-4 and device upgrades	1.31.25	\$ 47,757.80
	Open	\$ 47,288	\$ 347,995	9	RTU-17 and device upgrades	1.31.25	-
\$ 813,000		\$ 465,005	\$ 347,995				\$ 417,611.09

*SBCWD Board approved 7.31.24, Contract #PRIMEX-2024 OC
**Contract expires 7.31.27



Agenda

Item


5





1

Background

- First North American detection
- Introduced via international shipping into the Port of Stockton
- Tolerate wider temperature and salinity ranges compared to quagga/zebra mussels



Golden Mussel (*Limnoperna fortunei*)

valleywater.org

2

Impacts on Infrastructure

- Attaches to almost anything in water
- Clogs intakes, trash racks, and small pipe
- Increased costs for maintenance and retrofits



Flowmeter at San Joaquin



Cooling pipe in Brazil



3

Regulation

- In December 2024, the California Fish and Game Commission adopted an emergency regulation to add the golden mussel (*Limnoperna fortunei*) to the State's list of restricted animals
 - Section 671, Title 14, California Code of Regulations
- Bill AB 149 was passed in the Senate on September 12, 2025
 - Bans possession, transport, or release of invasive mussels
 - Requires reservoir owners to implement a prevention program
 - Allocates \$20 million to address invasive mussel infestation



4

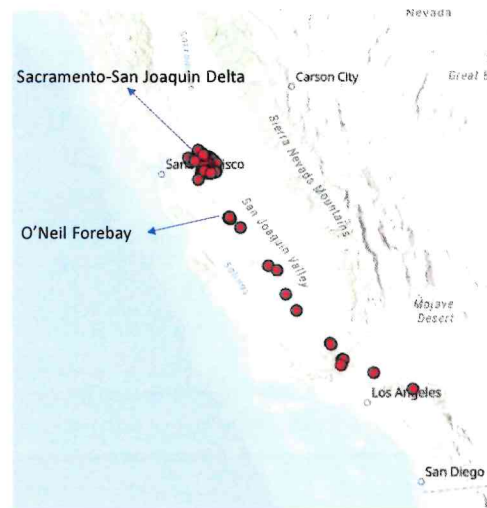
Infestation Map



Buoy at O'Neil Forebay



O'Neil Forebay Pumping Plant



5

Response Action

- Golden Mussel Multi-Agency Task Force
- Watercraft Exit Inspection at San Luis Field Division
- Enhanced golden mussel monitoring and analysis
- Vulnerability Assessment and Control Plan
 - Valley Water infrastructure and Pacheco PP

6

Pacheco PP Near/Mid-Term and Long-Term Mitigation

- Clean and Inspect PPP impacted infrastructure
- Includes: Inlet vault, Inlet portal, cooling water, and service water systems
- Each pump uses water to cool the pump bearings



valleywater.org

7

Modified pump cooling system with hot water flush injection point



Before

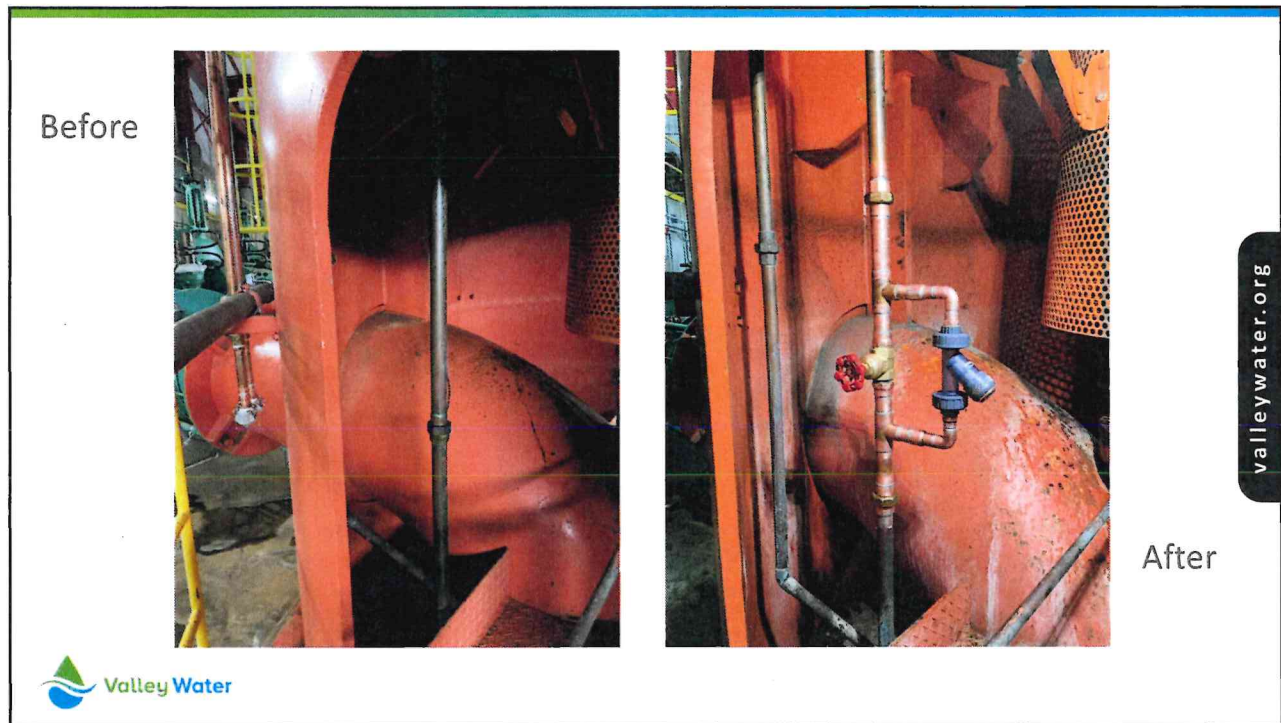


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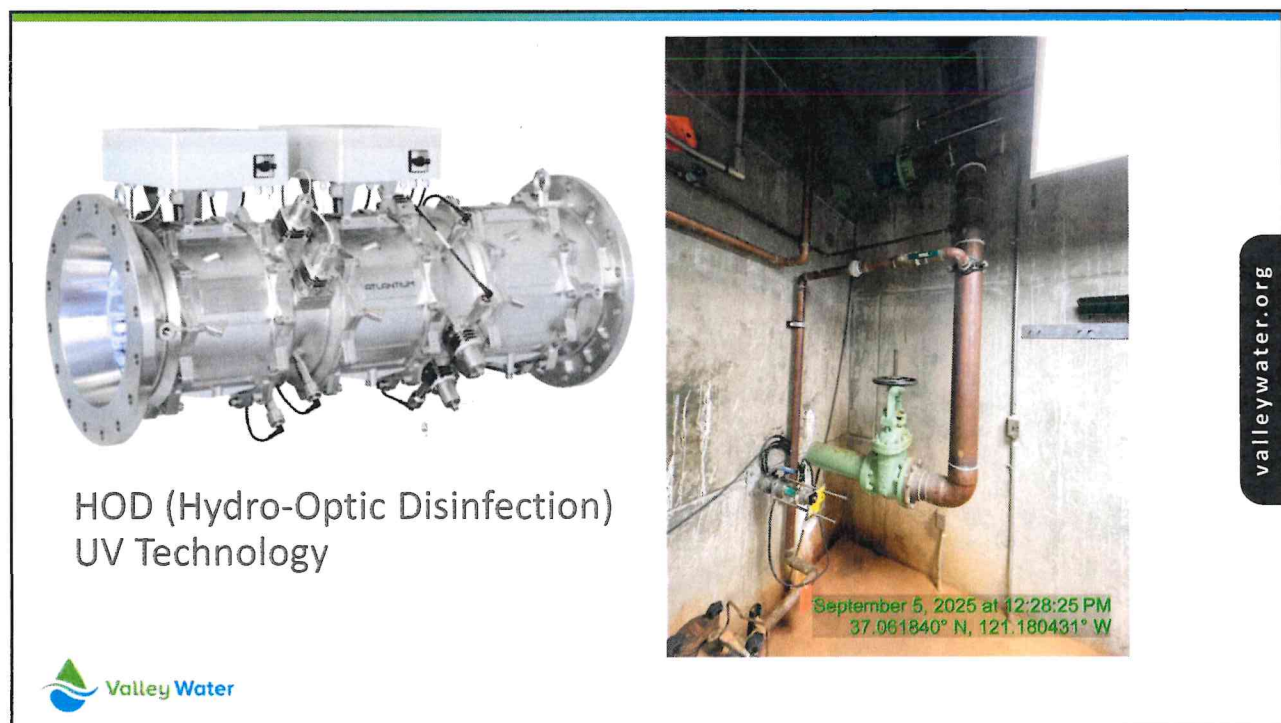


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8



9



10



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A Parker Dam heat exchanger before the HOD UV treatment implementation (left), and the same unit, exposed for the same time and similar conditions, after treatment with HOD UV (right).

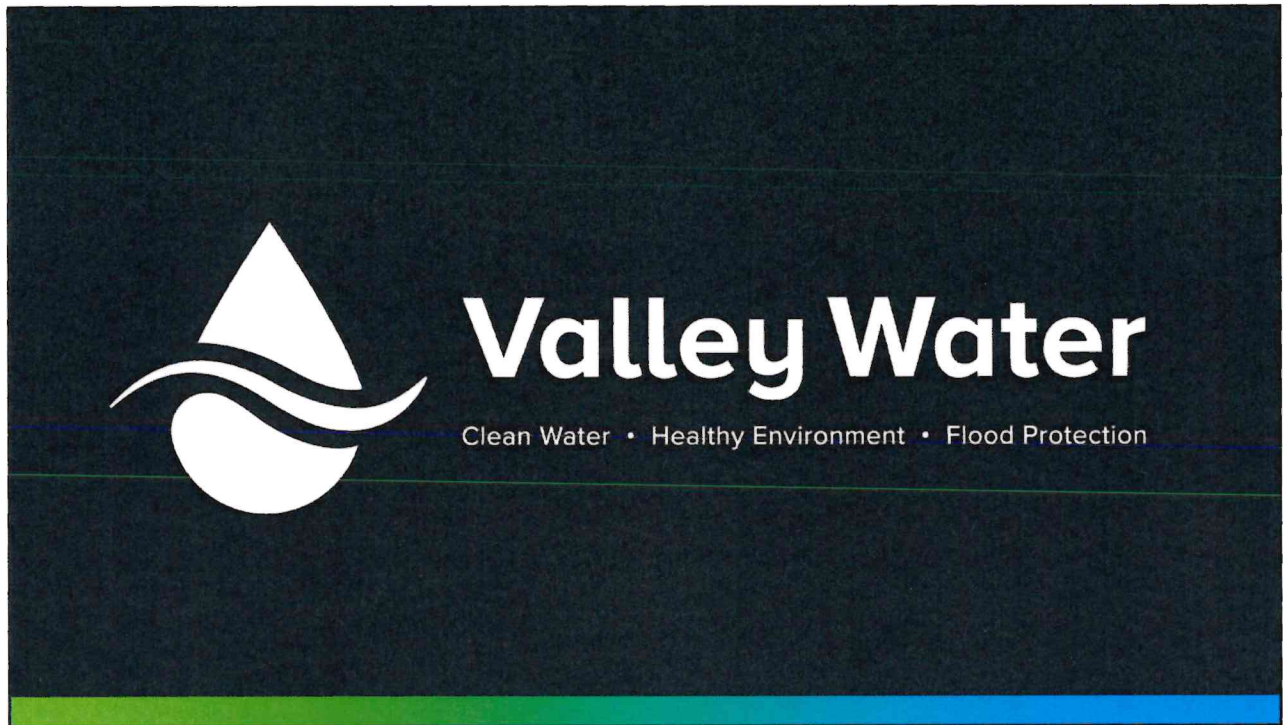


11

QUESTIONS



12



**San Benito County Water District
Agenda Transmittal**

Agenda Item:

6

Meeting Date: September 24, 2025

Submitted By: Dana Jacobson

Presented By: Dana Jacobson

Agenda Title: Consider Approval of the San Benito Urban Area Water Supply and Treatment Agreement and Authorize the Board President to execute agreement

Detailed Description: In 2013, the San Benito County Water District (District) entered into the Hollister Urban Area Water Supply and Treatment Agreement (Agreement) with the City of Hollister (Hollister) and the Sunnyslope County Water District (Sunnyslope) to provide high quality treated water to the residents of Hollister and the surrounding urban area. As the result of a long planning process, the Agreement is now being amended to for two purposes. The first is to add the City of San Juan Bautista as a new treated water customer. The second is to add the Accelerated Drought Response Project (ADRoP) to the District's treated water system and to describe the mechanisms for funding and cost recovery for this project.

In early 2025 the District provided the wholesale customers a term sheet containing principles of agreement for an amendment to the Agreement. Subsequently, Staff from each agency negotiated contract language consistent with the term sheet and the agreement is now ready for execution.

Background:

The 2023 Master Plan update presented a series of projects, as well as the alternatives considered, to achieve a reliable supply of high-quality water to the urban areas in San Benito County for existing and future residents. The Master Plan recommended two near-term projects. The first was a pipeline from the West Hills Water Treatment Plant to the City of San Juan Bautista to provide treated water service to its residents. The pipeline project is being funded and constructed by the City of San Juan Bautista and is not part of the Agreement. However, the District anticipates funding and contracting for the construction of the turnout facilities needed specifically for San Juan at West Hills. The District will enter into a separate reimbursement agreement for this project.

The second near-term project is ADRoP, which is needed improve the reliability of water supplies for existing urban residents during drought conditions. The project consists of the expansion of the West Hills Water Treatment Plant, conveyance pipelines, and the installation of up to 5 aquifer storage and recovery wells near Fallon Road. On April 9, 2025, the District adopted a Mitigated Negative Declaration and findings of fact under the California

Environmental Quality Act and approved the project. The District has since approved three construction contracts, which are now in process.

The revised Agreement treats San Juan Bautista as if they were party to the original agreement. Under the current agreement, Sunnyslope and Hollister share both capital and operating costs of the existing 50/50. Under the revised agreement San Juan will pay 8% of the original capital costs and will begin paying 8% of the operating costs two years after execution of the Agreement, or when it starts taking delivery of water, whichever occurs first. Sunnyslope and Hollister will each be responsible for 46% of the capital and operating costs at this time.

Total ADROp capital costs are anticipated to be approximately \$52 million. The District has secured \$20 million in grant funding and issued approximately \$40 million in revenue bonds to cover the remaining costs. For any ADROp capital costs funded by the District's debt issuance, the wholesale customers will repay the principal portion of such debt through a Reliability Fee on a per acre-foot basis while the District will be responsible for the interest portion of the debt. ADROp operating expenses will be recovered through the water rates charged to all M&I customers.

Prior Committee or Board Action:

September 9, 2025 Zone 6 Water Supply and Operations Committee Meeting

Financial Impact: X Yes No

The Agreement obligates the District to continue funding operations and maintenance of the Lessalt and West Hills Water Treatment Plants, with subsequent cost recovery through this Agreement. It also obligates the District to fund and perform operations and maintenance of ADROp facilities, the costs for which will be recovered through the water rates charges to M&I customers. The District will also be responsible for repaying the interest portion of the revenue bond debt issued for ADROp, which could amount to \$20.1 million.

Funding Source/ Recap: N/A

Materials included:

- 1. Committee Recommendation from the Zone 6 Water Supply and Operations Committee
- 2. Draft Agreement
- 3. PowerPoint Presentation

Recommendation: Staff and the Committee Recommend the Board Approve the San Benito Urban Area Water Supply and Treatment Agreement and Authorize the Board President to Execute it.

Action Required: Resolution X Motion Review

Board Action

Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

BOARD AGENDA MEMO

DATE: September 9, 2025

TO: Board of Directors

FROM: Zone 6 Water Supply and Operations Committee
(Tonascia/Wright)

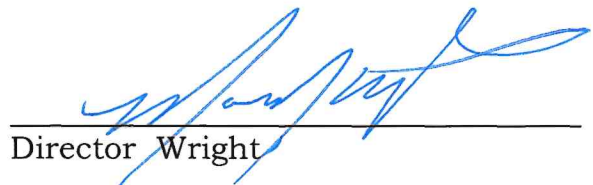
SUBJECT: Committee Recommendation that the Board Approve the San Benito Urban Area Water Supply and Treatment Agreement and Authorize the Board President to Execute it

The Zone 6 Water Supply and Operations Committee met on September 9, 2025 and staff reviewed the San Benito Urban Area Water Supply and Treatment Agreement.

The Zone 6 Water Supply and Operations Committee recommends the Board Approve San Benito Urban Area Water Supply and Treatment Agreement and Authorize the Board President to Execute it.



Director Tonascia



Director Wright

SAN BENITO URBAN AREA WATER SUPPLY AND TREATMENT AGREEMENT



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SAN BENITO URBAN AREA WATER SUPPLY AND TREATMENT AGREEMENT

This SAN BENITO URBAN AREA WATER SUPPLY AND TREATMENT AGREEMENT ("Agreement") by and among the CITY OF HOLLISTER ("Hollister"), SAN BENITO COUNTY WATER DISTRICT ("District"), SUNNYSLOPE COUNTY WATER DISTRICT ("SSCWD"), and CITY OF SAN JUAN BAUTISTA ("SJB"), sometimes referred to herein as the "Parties" or individually as a "Party," shall be effective as of the date is fully executed by the Parties.

EXPLANATORY RECITALS:

A. **WHEREAS**, pursuant to the Hollister Urban Area Water Supply and Treatment Agreement entered into on May 29, 2013, by and among Hollister, District, and SSCWD ("Former Agreement"), the Parties, but not including SJB, established principles and objectives for the development of a Water and Wastewater Master Plan ("Master Plan") and for a Coordinated Water Supply and Treatment Plan ("Coordinated Plan") (collectively "Plans") for the Hollister Urban Area ("HUA"), which efforts have been memorialized in the documents enumerated in Article 16.1 of this Agreement; and

B. **WHEREAS**, pursuant to the Former Agreement, the Parties, but not including SJB, agreed to equitably allocate the capital costs and the costs for the operation and maintenance of certain facilities which were necessary for the implementation of the Plans and consisted of: the upgrade to the Lessalt Water Treatment Plant ("Lessalt WTP"); the construction of the West Hills Water Treatment Plant ("West Hills WTP"); a transmission pipeline from the West Hills WTP to the distribution system; and a transmission pipeline from the Lessalt WTP to the High Pressure Zone (collectively, "Treatment Facilities"); and

C. **WHEREAS**, District advanced from its reserves \$34,000,000 to fund the aggregate costs of the Treatment Facilities, consisting of construction costs, final design, environmental review, permitting, and construction management services; and

D. **WHEREAS**, the construction and land acquisition necessary for the Treatment Facilities has been completed; and

E. **WHEREAS**, the Treatment Facilities are being operated and maintained pursuant to an operation and maintenance agreement executed on August 14, 2013 by and between District and SSCWD ("O&M Agreement"), and last renewed for a five-year term on July 26, 2023, including as it may be amended, ~~or~~ replaced, or renewed in the future; and

F. **WHEREAS**, the Parties, now including SJB, have determined that it is in their mutual interests to continue implementing the Plans in the Urban Area ("UA") under this Agreement and to assure the District's recovery of the capital costs of the Treatment Facilities

by equitably allocating the costs of those Treatment Facilities among Hollister, SSCWD, and now SJB (collectively, "Wholesale Customers", or individually, "Wholesale Customer"); and

G. **WHEREAS**, the Parties have determined that it is in their mutual interests to terminate the Former Agreement and replace it with this Agreement, to add SJB as a Party, and to update the terms of the Former Agreement to reflect developments since 2013; and

H. **WHEREAS**, the Parties have determined that it is in their mutual interest to also include in this Agreement terms and conditions to account for the capital costs and the operation and maintenance of a project to improve water supply reliability for the region, the Accelerated Drought Response Project ("ADRoP"); and

I. **WHEREAS**, the Parties contemplate the construction of a transmission pipeline to provide treated water to SJB's area of service, the full costs of which shall be incurred and paid solely by SJB, and the construction, operation, and maintenance costs of which shall be subject to a separate agreement; and

J. **WHEREAS**, District holds water entitlements necessary for the provision of wholesale treated water to Wholesale Customers; and

K. **WHEREAS**, pursuant to this Agreement, District will provide wholesale treated water to Wholesale Customers for their use in ~~conjunction-supplement to~~with their existing groundwater wells to provide municipal and industrial ("M&I") water service within Wholesale Customers' respective service areas.

NOW THEREFORE, in consideration of the terms and conditions contained herein and the covenants entered into herein, the Parties hereby agree as follows:

ARTICLE 1: DEFINED TERMS

Defined terms are indicated by quotation marks, and sometimes also with parentheses, when first used in this Agreement, and the defined terms are thereafter capitalized. Such defined terms shall have the meaning that is provided when the term is first used, regardless of whether the term is defined in the Explanatory Recitals or in Articles 2 through 16 herein.

ARTICLE 2: TERM OF AGREEMENT

Upon execution of this Agreement by all of the Parties, the Agreement shall become effective and shall remain in force until the capital costs of the Treatment Facilities and ADROp described in Article 5 herein, including applicable interest, have been fully recovered by District, or until 30 years after its execution, whichever period shall be longer. Thereafter, this Agreement shall be

automatically renewed as to each Wholesale Customer for subsequent 10-year terms unless, ~~after the first renewal,~~ a written request ~~of for subsequent~~ non-renewal is delivered by a Party to each of the other Parties to this Agreement no later than twelve (12) months prior to the expiration of any renewal period. Notice of non-renewal given by one Wholesale Customer shall not affect the right of the other Wholesale Customers to renew this Agreement.

ARTICLE 3: QUANTITY OF TREATED WATER TO BE PROVIDED

3.1. Amount of Delivery

District, subject to supply limitations and exercise of District's discretion each year as described herein and in Articles 3.3 and 3.4 herein, shall deliver to the Lessalt WTP and the West Hills WTP an aggregate of 5,060 acre-feet ("AF") annually of untreated water, at an average rate of 4.25 million gallons per day ("mgd") for treatment and subsequent delivery to Wholesale Customers for distribution to their municipal and industrial customers, provided however, that District's obligation shall be limited to a maximum delivery rate of no more than 6.5 mgd. District will retain discretion concerning the allocation of water deliveries between the Lessalt WTP and West Hills WTP, respectively, but shall seek input from Wholesale Customers concerning their desired allocations. Water will be deemed delivered by the District to a Wholesale Customer when it passes into the transmission pipelines at the Lessalt WTP or the West Hills WTP used for the conveyance of water to that Wholesale Customer. The quantity delivered will be as measured by the meter on each such transmission pipeline.

3.2. Sources of Water

The Parties acknowledge that District has the following sources of untreated water available to satisfy its obligations under this Agreement:

(a) Central Valley Project Water

M&I water delivered to District from the federal Central Valley Project ("CVP") through the San Luis Reservoir, San Felipe Project, Hollister Conduit and San Justo Reservoir pursuant to Contract No. 8-07-20-W0130A-P between the United States and District, as amended and supplemented ("CVP Contract"); and

(b) Water Transfers

Episodic purchases of imported surface water, including permanent sales and long-term transfers, out-of-basin banked water, and spot market purchases that can, from time to time, be supplied to District through the San Luis Reservoir, San Felipe Project, Hollister Conduit and San Justo Reservoir; and

(c) Groundwater

Groundwater supplies and surface diversions that District may develop from subbasins to the north of the HUA, including any supplies that may become available through a North County Groundwater Bank generally described in the Master Plan and coordinated Plan but yet to be developed, and subject to uncertainty due to unknown results of field testing, regulatory and permitting conditions, and operational limitations.

3.3. Selection of Water Sources and Schedule of Water Demands

District shall prepare and provide to Wholesale Customers a written projection estimating the quantity of water to be supplied that year from each of the sources of supply described in Article 3.2 above, by March 1 of each year, or within 14 days of the initial CVP allocation, whichever is later. Within 14 days of receiving District's written projection, each Wholesale Customer shall provide to District a schedule of its estimated monthly water demand for that year. The actual quantity of water supplied from each source may vary from District's projection due to hydrologic conditions, pumping restrictions in the Sacramento-San Joaquin Delta, aquifer conditions, or other unanticipated factors affecting availability or cost. The choice of how much water to deliver each year from each source of supply, including whether District supplements its sources of supply using ADRoP, described in Article 5.2 herein, is a matter within District's sole discretion. Wholesale Customers acknowledge that the CVP Contract supplies available to them are subject to the entitlements and allocations established annually by District.

3.4. Limitations in Supply

The Wholesale Customers acknowledge that District has no control over hydrologic conditions, administrative decisions affecting the Delta, or other factors that may reduce the availability and delivery of imported surface water supplies from the San Luis Reservoir and the San Felipe Project. District shall determine the total available supply each year. District shall work together with Wholesale Customers to maximize District's entitlement to CVP M&I deliveries under any Water Shortage Policy adopted by the U.S. Bureau of Reclamation for water allocation during times of shortage. If, in any year, CVP Contract supplies and other imported supplies are reduced to a level that prevents District from delivering to Wholesale Customers the full amount specified in Article 3.1 above, no liability shall accrue against District or any of its officers, agents or employees for any damage, direct or indirect, arising therefrom. In the event that District is unable to deliver the full amount specified in Article 3.1 above in any year, the total available supply shall be allocated between the Lessalt WTP and West Hills WTP in proportion to their respective projected annual production requirements provided to District pursuant to

Article 3.3 above. The Wholesale Customers further acknowledge that District has an obligation to deliver water to M&I customers other than Wholesale Customers. District shall utilize the water shortage contingency plan included in its most recent urban water management plan adopted pursuant to the Urban Water Management Planning Act (Water Code section 10610 et seq.), as the water shortage contingency plan may be amended and updated from time to time, to allocate water during a condition of water shortage and shall reduce allocations to Wholesale Customers and to such other M&I customers by the same percentage.

3.5. Water Quality

(a) Water Quality Goals

District shall have the sole discretion as to the sources of water used for treated water deliveries in any year, but shall exercise such discretion only after consultation with the Advisory Committee, as provided in Article 4.1 herein with the goal of achieving, in combination with groundwater from the municipal wells of Hollister, SSCWD, and SJB, drinking water of the lowest hardness and mineral content practicable, which, in any event, shall meet all regulatory requirements for drinking water. Water quality goals not included in this Agreement shall be identified in future Water Master Plans and reflected by an amendment to this Agreement. The Water Quality Goals for drinking water are agreed to be both:

(i) *TDS Concentration*

A Total Dissolved Solids (TDS) concentration target of 500 milligrams per liter (mg/L) but not greater than 700 mg/L; and

(ii) *Hardness*

A hardness of not greater than 120 mg/L (calcium carbonate).

(b) Future Projects to Meet Water Quality Goals

The Parties acknowledge that these Water Quality Goals will not be fully achieved solely through the Treatment Facilities as described herein. In furtherance of achieving the Water Quality Goals, the Parties agree to use their best efforts to plan and implement additional projects in the future to acquire additional surface water supplies and/or implement additional groundwater demineralization projects pursuant to separate agreements. Any such separate agreement shall be among the District and those Wholesale Customers who commit to, and contribute towards, the additional funding for such projects.

(c) District Responsible for Quality of Treated Water Delivered

Except as otherwise provided in the O&M Agreement, District shall be responsible for meeting treated water quality requirements established by the California Department of Public Health ("DPH") Drinking Water Program, shall provide required reports to DPH and shall be responsible for any fines resulting from violation of water quality parameters due to the quality of water produced at the Lessalt WTP and West Hills WTP, *provided, however, that* the amount of any such fines that are not a result of District's negligence may be recovered as part of the Treated Water Component of rates. Wholesale Customers shall be responsible for meeting water quality requirements in their respective portions of the water distribution systems and for reports required by DPH regarding such distribution systems.

ARTICLE 4: ADVISORY COMMITTEE

Upon execution of this Agreement, the Parties shall form a four-member Advisory Committee composed of one management representative of each Party, who shall serve at the pleasure of the elected body of such Party. Changes in the designated representatives may be made only upon written notice to each other Party at the addresses set forth in Article 14.

4.1. Function of Advisory Committee

The function of the Advisory Committee will be to facilitate communication among the Parties and to coordinate responses to mutual concerns regarding water supply, water quality, and related issues including the selection of sources of water as such sources influence costs and quality. Potential activities to be addressed include the design, permitting, construction, operation, maintenance, repair and replacement of surface water treatment plants, including, but not limited to, the operation and maintenance of the Treatment Facilities; ADROp; regulatory requirements for drinking water quality; response to droughts or other water supply disruptions; and allocation of treated surface water supplies in times of shortage, emergencies or other unique needs of the Parties that may arise. The communication, coordination, and cooperation provided for by the establishment of the Advisory Committee shall extend to all provisions of the Agreement, *provided that*, each Party shall retain exclusive decision making authority for all actions, opinions and determinations to be made concerning facilities owned by that Party.

4.2. Limit of Authority of Advisory Committee

Final responsibility and discretion for any decisions relating to construction, operation or maintenance of a distribution system or facility shall remain with the Party that owns the affected distribution system or facility, including ~~provided, however,~~ that decisions relating to the

operation or expansion of the Treatment Facilities and the West Hills transmission pipeline shall be the responsibility of District unless otherwise provided in the O&M Agreement. The Advisory Committee shall be consulted by District each year concerning District's preliminary projection of the selection and proportions of water to be used from the various sources available to District during that year, and shall be advised by District of the potential impacts of such selection and proportions on rates and water quality. The Parties will strive to agree on such selection and proportions of water sources, but District shall have the ultimate authority and discretion on these issues in the event that agreement cannot be reached by April 1.

4.3. Meetings of the Advisory Committee

Regular meetings of the Advisory Committee shall be held quarterly in the months of February, May, August and October of each year at a date and time agreed upon by all Parties. However, special meetings may be called by any Party on ten days' written notice to each other Party, as necessary to address specific subjects related to the implementation of this Agreement, or upon 72 hours prior written notice in the event of circumstances that require a decision before a regularly noticed meeting can be called. It is anticipated that a special meeting may need to be called in April of each year so that the Parties can consider proposed budgets for the ensuing fiscal year. Agendas for all meetings, together with documents to be considered at such meetings, shall be provided to each member at least one week before each meeting of the Advisory Committee, or in the event of emergency, as soon as possible before a meeting.

ARTICLE 5: TREATMENT FACILITIES AND ADROP

5.1. TREATMENT FACILITIES

(a) District Commitment of Funds

District has advanced the amount of \$34,000,000 to fund the completion of the Treatment Facilities described below in Articles 5.1(b) and (c), which included the design, permitting and construction of the Treatment Facilities. Pursuant to the payment structure and related terms as provided in Article 6 herein, Wholesale Customers have agreed to repay District for the full cost of design, construction and financing of said Treatment Facilities.

(b) Lessalt WTP

(1) *Location and Capacity*

The Lessalt WTP is located at the intersection of Fairview Road and Sunnyslope Road in San Benito County. It currently has a production capacity of approximately 2 mgd.

(2) Included Costs

The costs of the Lessalt Upgrade Project incurred after September 1, 2011, including but not limited to design, engineering, environmental review, permitting, construction and related legal expenses, have been borne by District and shall be recovered from Wholesale Customers as described in Article 6 hereof.

(3) Pipeline to High Pressure Zone

A dedicated distribution pipeline was constructed and financed by District to serve the "High Pressure Zone" from the Lessalt WTP, for which the costs of such construction, including design, engineering, land acquisition, permitting, environmental review and legal expenses, have been borne by District and shall be recovered from Wholesale Customers as described in Article 6 hereof.

(4) Ownership

The Lessalt WTP, together with all real property and related appurtenances, is owned by District, with the exception of the distribution pipeline described in Article 5.2(b)(3) above which is owned by SSCWD.

(c) West Hills WTP

(1) Location and Capacity

The West Hills WTP is located on the western side of the City of Hollister, north of Union Road. The West Hills WTP has a capacity of 4.5 mgd and is designed for possible future expansion to 9 mgd. As of the date this Agreement is executed, the Parties expect that the West Hills WTP will be expanded to 6.75 mgd to accommodate the component of ADRoP described in Article 5.2(d)(1) herein.

(2) Included Capital Costs

The costs of the West Hills WTP, including but not limited to design, engineering, environmental review, permitting, construction and related legal expenses, have been borne by District and shall be recovered from Wholesale Customers as described in Article 6 hereof.

(3) Ownership

The West Hill WTP, together with all real property and related appurtenances necessary to its operation, including the water transmission line to the connection point of Hollister's distribution system at Nash Road, is owned by District.

(d) Non-Conveyance Covenant

District covenants that, during the term of this Agreement or subsequent extensions of this Agreement, it shall not convey title to any such real property or to any portion of the Treatment Facilities without amendment to this Agreement.

(e) Operation and Maintenance of Treatment Facilities

(1) *Operation Pursuant to Operation and Maintenance Agreement*

The Treatment Facilities, including the Lessalt WTP, the West Hills WTP and the distribution mains between the treatment plants and each Wholesale Customer's distribution system, shall be operated and maintained pursuant to the O&M Agreement.

(2) *Wholesale Customers Responsible for Operation of Distribution Pipelines*

Wholesale Customers shall be responsible for meeting all statutory and regulatory requirements related to the operation of their respective water distribution systems, including water quality, and shall make all required reports to the DPH and any other applicable entities. Each Wholesale Customer shall ensure that each water service connection in its service area is metered and shall impose on its customers all water conservation requirements imposed on District by state or federal law and by District's CVP Contract, and shall provide District with such information as may be requested by District so that District can comply with such requirements.

(3) *District Responsible for WTP Inflow and Outflow*

District shall provide and maintain meters, valves and controls, and instrumentation at connections to the Hollister Conduit, at the turnouts to the Lessalt WTP and West Hills WTP, and at the outlets of the Lessalt WTP and West Hills WTP where the outlet connects to Wholesale Customers' distribution systems. District shall have the meters tested and calibrated annually. A copy of the annual test report will be provided to Wholesale Customers.

(f) Wholesale Customers' Respective Shares of Treatment Capacity

The respective annual treatment capacity of the Treatment Facilities reserved for each Wholesale Customer shall be as follows:

Hollister: Forty-six percent (46%).

SSCWD: Forty-six percent (46%).

SJB: Eight percent (8%).

There shall be no changes in a Wholesale Customer's respective percentage of the treatment capacity absent a separate agreement or an amendment to this Agreement.

5.2. ADROP

(a) Project Description and Capacity

The Accelerated Drought Response Project ("ADRoP") includes the expansion of the West Hills WTP to a capacity of 6.75 mgd ("West Hills Expansion"); construction and development of up to five aquifer storage and recovery well sites, including the wells, pumps, disinfection building, electrical cabinets, transformers, appurtenant structures, and security fences ("ASR Wells"); and the installation of water transmission pipelines to convey recharge and recovery water to and from the ASR Wells ("ASR Pipelines"). ADRoP is expected to have the capacity to inject, store, and recover up to 2,700 acre-feet of water each year. ADRoP, including the associated costs and funding, is described further in Exhibit B hereto.

(b) Included Capital Costs

The costs of ADRoP will include, but are not limited to, design, engineering, environmental review, permitting, construction and related legal expenses, for which District, at District's discretion, will seek bond revenues or advance such costs from District's undesignated reserves. The costs of ADRoP shall be recovered by District from Wholesale Customers as described in Article 6 herein.

(c) Grant Funding

District has been awarded three grants, totaling \$20,000,000, to fund the construction and implementation of ADRoP. District received \$1,800,000 from the California Department of Water Resources ("DWR") funded through the Integrated Regional Water Management program; \$11,500,000 from DWR funded through the Sustainable Groundwater Management Grant Program; and \$6,700,000 from the U.S. Bureau of Reclamation funded through the Small Surface Water and Groundwater Storage Projects program. Such grant funding, including any grants that may be secured in the future for funding ADRoP, shall offset Wholesale Customers' repayment obligations described in Article 6.3(a)(2). Any capital costs not recovered through grant funding shall be recovered from Wholesale Customers as described in Article 6.

(d) Operation and Maintenance of ADRoP

(1) Expansion of West Hills WTP

Upon completion of the West Hills Expansion, the West Hills WTP, as expanded, shall continue to be operated and maintained pursuant to the O&M Agreement.

(2) *ASR Wells and Pipelines*

The construction, operation, and maintenance of the ASR Wells and ASR Pipelines may be operated and maintained under a separate operation and maintenance agreement. Whether the ASR Wells and ASR Pipelines are operated under the existing O&M Agreement or a separate agreement shall be determined at District's sole discretion.

(e) Ownership of ADRoP

All buildings, storage tanks, pipelines, structures, improvements, appurtenances, and fixtures associated with ADRoP, including the West Hills Expansion, ASR Wells, and ASR Pipelines, shall be owned by District.

5.3. CAPITAL IMPROVEMENTS

(a) Capital Improvements to Comply with Law or Regulation

District shall have the responsibility to construct additional capital improvements for the Treatment Facilities and ADRoP necessary to comply with law or regulation, up to a total expenditure equal to the amount then accumulated in a fund for such improvements ("Capital Replacement Reserve"), provided that this responsibility shall not require the District to expand the capacity of the Treatment Facilities beyond the level necessary to meet District's obligation to treat 5,060 AF of untreated water each year as described in Article 3.1 herein. Should the costs for such required capital improvements exceed the amount then accumulated in the Capital Replacement Reserve, District shall be required to acquire funding at the best available rate. If District must acquire third-party financing, each Wholesale Customer agrees to pay District its actual true principal and interest costs, plus 25 basis points, in equal monthly installments on a twenty-year amortization schedule. District shall provide notice to Wholesale Customers at least six months prior to acquiring such third-party financing to the extent reasonably practicable under the circumstances.

(b) Capital Improvements to Accommodate Future Growth Demands

District shall not be obligated to plan, design or construct future improvements for increased capacity of the Treatment Facilities or ADRoP or of raw water supply to the Treatment Facilities to accommodate future growth and demand, nor shall Wholesale Customers be obligated to pay for such improvements. Notwithstanding, District and one or more Wholesale Customer may agree to assume such obligations through a separate agreement, or, if all Parties agree, by an amendment to this Agreement.

ARTICLE 6: PAYMENT FOR TREATED WATER SERVICE

6.1. Wholesale Customers' Payment Obligations and Covenants

The full cost of treated water service for which Wholesale Customers shall collectively be obligated to pay District shall include the whole of the Capital Costs, Fixed Operational Costs, and Variable Operational Costs of the Treatment Facilities and ADRoP, which are comprised of the various cost components set forth herein in Article 6.3, subparagraphs (a) through (c) ("Full Costs"). With respect to the cost components that obligate Wholesale Customers to pay costs based upon their respective share of treatment capacity, Article 5.1(f) herein shall govern each Wholesale Customer's respective share. Wholesale Customers confirm, represent, and warrant to maintain fully effective water rates sufficient to meet Wholesale Customers' payment obligations hereunder during the term of the Agreement.

6.2. Wholesale Customers' Obligations and Delivery of Water

No Wholesale Customer shall be required to take delivery of the full amount of water it has requested from District pursuant to Article 3.3 herein. Provided, however, that each Wholesale Customer shall remain obligated to pay the whole of their respective amount of the Capital Costs and Fixed Operational Costs described in Article 6.3 herein each year, regardless of whether they request or accept delivery of water. If a Wholesale Customer requests water for a given year, regardless of whether the Wholesale Customer takes delivery of the full requested quantity, that Wholesale Customer shall remain obligated to pay at least seventy-five percent (75%) of the Variable Operational Costs, described in Article 6.3 herein, for the quantity of water the Wholesale Customer requested.

6.3. Costs to Be Paid to District

Except as provided in Article 6.3(f) herein, each Wholesale Customer shall make monthly payments to District for its respective percentage of the Full Cost based on the structure of payment obligations and cost components outlined in subparagraphs (a) through (c) below. For purposes of subparagraphs (b) and (c) below, the Wholesale Customers' obligation to pay Fixed Operational Costs and Variable Operational Costs for the Treatment Facilities shall include those costs associated with the West Hills WTP following completion of the West Hills Expansion. A description of each cost component of the Full Cost, including the methodology for calculating each, is described further in Exhibit C hereto.

(a) Capital Costs

Wholesale Customers shall pay the capital costs for the Treatment Facilities and ADROp. Such capital costs include, but are not limited to, the cost of developing, permitting, preparing environmental review documents, designing, bidding, and constructing, including legal consultation ("Capital Costs"), for the Treatment Facilities and ADROp. Wholesale Customers agree to reimburse District for the Capital Costs pursuant to the cost components set forth herein.

(1) *Capital Treatment Component – Treatment Facilities*

The Capital Treatment Component shall be calculated such that when paid through completion of the Wholesale Customer's amortized monthly installment payments ("Capital Recovery Schedule"), District shall have recovered the entirety of the Capital Costs for the Treatment Facilities. The amount payable by each Wholesale Customer shall be based on the percentage of the treatment capacity to which each Wholesale Customer is entitled pursuant to this Agreement. Subject to Article 6.3(f), the Capital Recovery Schedule, set forth in Exhibit A hereto, shall describe the payment schedule for the Capital Treatment Component Payable by each Wholesale Customer.

(2) *Reliability Fee Component – ADROp*

The Reliability Fee Component shall be based on an amount determined by District to be sufficient for District to recover any remaining Capital Costs for ADROp not recovered through grant funding, which shall be derived via bond financing or from District's undesignated reserves, the option of which shall be at District's sole discretion. In the event District issues bonds to cover the remaining Capital Costs associated with ADROp, either in whole or in part, the Reliability Fee Component shall include repayment of the principal of the bonds but shall not include any applicable interest accrued on those bonds, and payment of such interest shall remain District's obligation. The amount of the Reliability Fee Component payable by each Wholesale Customer shall be on a per-acre-foot basis of treated water delivered to each Wholesale Customer, including that District shall also collect the Reliability Fee Component from each of District's other M&I customers, including those not receiving water pursuant to this Agreement. The Wholesale Customers' obligation to pay the Reliability Fee Component shall be terminated as of the date that District has collected the whole of the unfunded Capital Costs associated with ADROp, excluding interest.

(3) *Capital Replacement Reserve Component*

The Capital Replacement Reserve Component shall be established and maintained in a manner consistent with District's Policy on Restriction and Designation of Net Assets/Cash ("Reserve Policy"), attached hereto as Exhibit F, including as that Policy may be amended from time to time by District upon 30 days' notice to Wholesale Customers. As set forth in the Reserve Policy, last adopted on May 28, 2025, the amount collected through the Capital Replacement Reserve Component will be used only for capital replacement of assets to account for depreciation of the Treatment Facilities, and funds so expended will be replaced through subsequent contributions. The obligation of Hollister and SSCWD to pay the Capital Replacement Reserve Component under this Agreement shall be ~~temporarily suspended~~postponed until SJB has fully paid its respective share of the Capital Replacement Reserve Component, upon which Hollister and SSCWD shall ~~resume-begin~~ payment of their ~~calculated~~ respective shares.

(b) Fixed Operational Costs

Wholesale Customers shall pay the fixed operational costs for the Treatment Facilities. "Fixed Operational Costs" consist of the operation and maintenance expenses associated with the Treatment Facilities that do not vary or depend on the amount of water that is treated or delivered. Each year, when District makes its preliminary supply projection as described in Article 3.3 herein, District shall identify the anticipated costs for each component of the Fixed Operational Costs. The amount of the aggregate Fixed Operational Costs payable to District by each Wholesale Customer, comprised of the cost components below, shall be based on the percentage of the treatment capacity to which each Wholesale Customer is entitled pursuant to this Agreement.

(1) *Administrative Fee Component*

The Administrative Fee Component shall be based on an amount equal to five percent (5%) of District's total payroll expenses, enabling District to recover a share of its costs of management, supervision, accounting, and the legal and general administrative costs of owning, managing, and operating the Treatment Facilities and ADRoP.

(2) *Direct Cost Component*

The Direct Cost Component shall be based on the amount necessary for District to recover the fixed costs of ownership of the Treatment Facilities, including property insurance, fees imposed by the California Department of Public Health, and other similar costs of ownership.

(3) *Fixed Treatment Component*

The Fixed Treatment Component shall be based on the amount necessary for District to recover the fixed costs of treating water using the Treatment Facilities.

(c) Variable Operational Costs

Wholesale Customers shall pay the variable operational costs for the Treatment Facilities and ADRoP. "Variable Operational Costs" consist of the operation and maintenance expenses associated with the Treatment Facilities and ADRoP that vary depending upon the volume of water that is treated and delivered. The amount of the aggregate Variable Operational Costs payable to District by each Wholesale Customer, comprised of the cost components below, shall be based on the percentage of treated water delivered to each Wholesale Customer pursuant to this Agreement.

(1) *Water Supply Component*

The Water Supply Component shall be based on the amount necessary for District to obtain raw water for the ensuing year from the Central Valley Project (CVP) and other sources delivered to the Treatment Facilities. District's revenue requirements shall be determined in conformity with District's normal rate-setting process, which District reserves the right to modify upon one year's notice to Wholesale Customers.

Shortage Conditions – Additional Costs: During periods of shortage, should the actual cost of raw water exceed the amount projected by District in its normal rate-setting process, District shall consult with the Advisory Committee to determine if additional costs shall be incurred. Should the recommendation of the Advisory Committee be to incur additional costs, such costs shall be borne by Wholesale Customers and recovered through the Water Supply Component. Recovery of such additional costs shall be included in the Water Supply Component of rates and charges invoiced to Wholesale Customers, amortized over a twelve-month period beginning on the date when District obligates itself to incur such additional costs.

Requests for Additional Water: In any year, any Wholesale Customer may request additional water to be delivered that year, and District shall accommodate the request provided it

determines that additional water is available and delivery of the additional water does not affect the other Wholesale Customers' costs or allocation of water for that year. All costs incurred by District to deliver such requested additional water shall be borne by the Wholesale Customer or Wholesale Customers making the request and recovered through the Water Supply Component.

(2) Variable Treatment Component

The Variable Treatment Component shall be based on the amount necessary for District to recover the Variable Operational Costs of treating raw water using the Treatment Facilities and for delivering treated water to the ASR Wells for purposes of ADRoP.

(d) ADRoP – Deferred Payment of Costs Incurred During Storage Years

Notwithstanding the foregoing, in years when District's total water supply is determined by District to be sufficient to store water using the ASR Wells, payment for any costs associated with the Water Supply Component or Variable Treatment Component attributable to water stored using the ASR Wells and ASR Pipelines shall be deferred and those costs shall be borne by District until such time that any stored water is recovered from the ASR Wells and delivered to Wholesale Customers. District shall account and bill for water recovered from the ASR Wells in the same manner it would account and bill for transfer water acquired by District, and District shall recover such deferred payments through the Water Supply Component. District shall also recover such unpaid costs for water stored using the ASR Wells and ASR Pipelines from its other M&I customers, including those not receiving water pursuant to this Agreement, in the same manner as from the Wholesale Customers.

(e) Extraordinary Operations and Maintenance

Extraordinary operations and maintenance costs outside of the anticipated annual budgeted amount shall be discussed by the Advisory Committee before District commits to such costs or includes them in a Wholesale Customer's invoice. Nevertheless, if District determines after discussion with the Advisory Committee that such costs are necessary to provide a safe reliable source of potable water that meets all regulatory requirements, or if such costs are required to provide for the continuing safe operation of the Treatment Facilities or ADRoP, District shall have authority to incur such costs and include them in the Wholesale Customers' invoice, itemizing such costs under the cost component District determines is appropriate, amortized over a 12 month period.

(f) SJB's Deferred Payment Obligations

Notwithstanding the foregoing payment obligations, SJB shall not be obligated to pay any cost components set forth in Article 6.3 herein until (i) SJB first takes delivery of water pursuant to

this Agreement, or (ii) two (2) years has passed from the date of execution of this Agreement, whichever shall occur first (the "Payment Commencement Date"), provided, however, that SJB shall not be obligated to pay Variable Operational Costs or the Reliability Fee Component until SJB first takes delivery water. During the period from the date of execution of this Agreement to the Payment Commencement Date, Hollister and SSCWD shall collectively be obligated to pay the whole of the Fixed Operational Costs, with each paying one-half of such costs. On the Payment Commencement Date, or within a reasonable time thereafter, District shall prepare an updated Capital Recovery Schedule to incorporate SJB's obligation to pay the whole of its respective share of the Capital Treatment Component. The updated Capital Recovery Schedule shall also reflect the contribution applied against SJB's payment obligations as set forth in Article 6.5(b) herein. District shall provide each Wholesale Customer a reasonable time to review the updated Capital Recovery Schedule. Upon the approval of the updated Capital Recovery Schedule by all Parties, which approval shall not be unreasonably withheld, the updated Capital Recovery Schedule shall replace and supersede the original Capital Recovery Schedule set forth in Exhibit A hereto without the need for a formal amendment.

6.4. Financial Covenants

(a) Adequacy of Wholesale Customers' Revenue Sources

Wholesale Customers shall maintain adequate revenue sources to pay the whole of their respective share of the annual Full Cost of treated water service during the term of this Agreement.

(b) Financial Reporting Requirements

The financial reporting requirements shall be as follows: (i) Each Party shall provide audited financial statements to each other Party within nine (9) months of the fiscal year end, and (ii) each Wholesale Customer shall provide to District an annual budget for its respective water enterprise within 30 days of its approval, demonstrating compliance with Wholesale Customer's financial obligation set forth in Article 6.4(a) herein.

(c) Wholesale Customers' Pledge of Revenues

In order to secure the payment of the Capital Treatment Component payable by Wholesale Customers to the District, each Wholesale Customer hereby pledges its "Net Revenues", hereby defined as the amount equal to all of the gross revenues received by Wholesale Customers during any period, less the amount required by the Wholesale Customer to pay for all Fixed Operational Costs and Variable Operational Costs which are payable during any such period. Subject to preexisting pledges or liens on the Wholesale Customers' Net Revenues, this pledge

shall constitute a first pledge of and charge and lien upon the Wholesale Customers' Net Revenues for the repayment of the Capital Treatment Component and shall be valid and binding from and after execution of this Agreement, without any physical delivery thereof or further act. The pledge to District under this Paragraph shall be on parity with any pledges or liens against the Wholesale Customers' revenues prior in time to the execution of this Agreement. After execution of this Agreement and upon written request by any Wholesale Customer, District shall promptly consider, in good faith, any request by the Wholesale Customer that District consent to subordination or other modification of District's secured position to the extent that subordination or other modification does not materially impair District's secured position, and shall not unreasonably withhold consent to that request.

6.5. Billing and Payment

(a) Invoices

District will issue invoices to each Wholesale Customer by the 10th day of each month. The invoices shall show the total amount due, and the amounts owed by Wholesale Customers for Capital Costs, Fixed Operational Costs, and Variable Operational Costs, separately stated in the categories and components described above and illustrated in Exhibit C attached hereto.

(b) Non-Reimbursable District Contribution - SJB

District shall contribute a non-reimbursable contribution to be applied against SJB's payment obligations for the Full Cost of treated water service in a total aggregate amount of \$869,565.

(c) Payment

Wholesale Customers shall remit payments due and owing after application of available credits to District on or before the 15th of the month following receipt of the invoice. District may assess a late charge to a Wholesale Customer that fails to make full and timely payment. The late charge ~~payable to be established by District as a percentage shall be ten percent (10%)~~ of the amount of the late payment that is overdue for ten (10) or more days, ~~provided that the percentage rate shall not exceed an annual rate of 10 percent (10%). The late charge shall increase by an additional ten percent (10%) each year that the late payment remains outstanding.~~ Any amount in dispute must be paid pending resolution of the disputed amount. A dispute concerning the amount owed on an invoice does not relieve a Wholesale Customer of the obligation to pay the full invoice amount in a timely manner.

6.6. Accounting

(a) Application of Wholesale Customer Payments

In the event a Wholesale Customer's payment for any given invoice is insufficient to meet the Wholesale Customer's obligation to pay the Full Cost of treated water service, District shall apply the revenue received for that invoice to satisfy the Wholesale Customer's obligation, in whole or in part, for payment of any cost component of the Full Cost of treated water service, the allocation of which is to be determined at District's sole discretion.

(b) Account Management

District shall keep its accounts pertaining to this Agreement separate and distinct from its general funds, and consistent with generally accepted accounting principles. District shall, each year, upon request of a Wholesale Customer, provide the Wholesale Customer a detailed accounting of costs and expenses for the Treatment Facilities and ADRoP, disposition of all Wholesale Customer revenues, and a summary of all water deliveries made during the year. Wholesale Customers and District shall enter into good faith negotiations to resolve any discrepancies or disputes relating to accountings, reports, or records of use.

ARTICLE 7: DISPUTES AND ATTORNEYS' FEES

If a dispute arises between the Parties regarding breach of this Agreement or interpretation of any term of this Agreement, the Parties shall first attempt to resolve the dispute by good faith negotiation, followed by mediation if negotiation fails to resolve the dispute. The steps for dispute resolution agreed by the Parties are as follows:

Step One:

The managers or other persons designated by the disputing Parties will negotiate on behalf of the entities they represent. The nature of the dispute shall be reduced to writing by each such Party together with the relevant facts asserted and shall be presented to the manager of the other Party who shall then meet and attempt to resolve the issue. If the dispute is resolved at this step, there shall be a written memorialization of such resolution, signed by each disputing Party's manager and ratified by each Party which shall be binding upon the Parties.

Step Two:

If the dispute cannot be resolved within ten (10) days at Step One, the disputing Parties shall submit the matter to non-binding mediation. The dispute shall be heard by a mutually acceptable mediator and any common costs of mediation shall be borne equally by the disputing Parties. The Parties shall each bear their own costs and fees therefore. If the issue is

resolved at this step, a written memorialization of such resolution shall be signed by each manager and approved by the respective disputing Party.

Step Three:

If a dispute cannot be resolved through negotiation or mediation, a disputing Party may bring an action in the Superior Court of the State of California to resolve the issue. The prevailing Party in such an action shall be entitled to its reasonable attorney fees as may be awarded by the trial court or upon appeal.

ARTICLE 8: LIMITATION OF LIABILITY

Wholesale Customers and each of them recognize and agree that no liability for damages shall attach to District, its officers, employees, agents and representatives hereunder on account of any failure to accurately anticipate availability of water, or because of actual failure of supply due to any damage to District equipment, pipelines, or facilities caused by vandalism, war, riot, invasion, fire, governmental restrictions, strikes, inability to procure supplies, Acts of God, or other causes beyond its control. Wholesale Customers and each of them shall indemnify, hold District harmless from and defend District against all claims of damage to persons or property or regulatory enforcement actions that may be asserted due to conditions within Wholesale Customers' distribution system or systems that are beyond District's control. District shall indemnify, hold Wholesale Customers and each of them harmless from, and defend Wholesale Customers and each of them against all claims of damage to persons or property or regulatory enforcement actions that are a result of District's negligence that may be asserted due to conditions within District's distribution system or systems that are beyond the control of Wholesale Customers and each of them.

ARTICLE 9: TERMINATION

This Agreement is conditioned upon the faithful performance by all Parties of all the terms and provisions herein. Pursuant to Article 10, any Party may give notice of termination for breach of a material term of this Agreement and shall thereupon commence dispute resolution pursuant to Article 7; one of the remedies in dispute resolution may be termination of the Agreement.

ARTICLE 10: DEFAULT

10.1. Notice and Right to Cure

Upon default of any of the terms of this Agreement including but not limited to failure to make required payments, violation of any material provision of this Agreement, law, or regulation, the

non-defaulting Party or Parties may terminate this Agreement by giving a 180-day notice; however, during the 180-day notice period, the defaulting Party shall have the right to cure any such default. The right-to-cure period may be extended upon mutual written agreement of all Parties.

10.2. Consequences of Default

If a Wholesale Customer defaults on its obligations under this Agreement, it will be required to pay all resulting direct damages including its respective share of all remaining Capital Costs incurred by District for development and construction of the Treatment Facilities and a percentage of the outstanding Capital Costs for ADRoP based on its respective share of treatment capacity as described in Article 5.1(f) herein, including interest, in addition to its financial obligations to District that remain unpaid as of the date of the default, together with District's reasonable attorney's fees incurred in a successful enforcement of the Agreement. Should any incidence of default not be resolved within one hundred eighty (180) days as same may be extended, all applicable legal and equitable remedies shall be available to the Parties, including an injunction requiring a defaulting Party that operates the Treatment Facilities under contract to continue such operations on a time and materials basis for no less than one year.

ARTICLE 11: AMENDMENTS

11.1. Amendment Only by Writing

This Agreement may be amended only by a writing executed by all Parties unless expressly provided otherwise herein.

11.2. Changes in Parties' Service Areas

The Parties hereby agree that any change in a Wholesale Customer's service area shall modify Exhibit D hereto upon such Wholesale Customer's submission of a map showing the adjusted service area. Any area added to a Wholesale Customer's Service Area that receives treated water pursuant to this Agreement must be within the boundaries of District's Zone 6, as shown on Exhibit E, and as Zone 6 may be amended from time to time. Upon any change in the boundaries of Zone 6, Wholesale Customers shall be provided an updated map of Zone 6 without the need for formal amendment of this Agreement.

ARTICLE 12: SUCCESSORS AND ASSIGNS

Subject to the provisions of Article 13 herein, this Agreement and all terms and conditions herein shall inure to the benefit of and be binding upon the successors and assigns of the Parties hereto.

ARTICLE 13: ASSIGNMENT

No assignment or transfer by a Wholesale Customer of the Agreement or any part thereof, or any rights hereunder or interest herein of a Wholesale Customer, shall be valid unless approved by District. Such approval by District shall not be unreasonably withheld.

ARTICLE 14: NOTICES

Any notice required under this Agreement shall be in writing and shall be effective three days after it is sent by United States mail, addressed to all Parties at the addresses set forth below, or as such addresses may be modified by a Party upon written notice to each other Party. A copy of the mailed notice shall also be provided to each other Party by electronic mail sent to the email addresses provided below:

SAN BENITO COUNTY WATER DISTRICT

30 Mansfield Road
Hollister, CA 95024
clerk@sbcwd.com

CITY OF HOLLISTER

375 Fifth Street
Hollister, CA 95023
[EMAIL]david.mirrione@hollister.ca.gov

SUNNYSLOPE COUNTY WATER DISTRICT

3570 Airline Highway
Hollister, CA 95023
[EMAIL]drew@sunnyslopewater.org

CITY OF SAN JUAN BAUTISTA

311 2nd Street
San Juan Bautista, CA 95045
[EMAIL]citymanager@san-juan-bautista.ca.us

ARTICLE 15: NO THIRD PARTY BENEFICIARIES

Nothing in this Agreement is intended to confer any rights or remedies upon any person other than the Parties.

ARTICLE 16: OTHER PROVISIONS

Other provisions pertinent to this Agreement are as follows:

16.1. Integration

This Agreement embodies the entire agreement among the Parties relating to the subject matter hereof and supersedes all prior agreements and understandings, written or oral, relating to such subject matter, *provided, however*, that, in the event of dispute arising under this Agreement the Parties agree that the following documents may be referred to as an aid in determining the intent of the Parties in entering into this Agreement:

- (a) Memorandum of Understanding, December 2004 and as amended in February 2008.
- (b) Hollister Urban Area Water and Wastewater Master Plan, 2008.
- (c) Coordinated Water Supply and Treatment Agreement, 2010.
- (d) Water Supply and Treatment Agreement Statement of Intent, 2011.
- (e) Hollister Urban Area Water Supply and Treatment Agreement, 2013.
- (f) San Benito Urban Areas Water Supply and Treatment Master Plan Update, 2023.

16.2. Relationship of Parties

Each Party is an independent entity and is not the agent of any other Party, except as otherwise expressly provided in the Agreement or as otherwise agreed by the Parties in writing. This Agreement shall not be construed as constituting the Parties as partners or joint ventures for common law purposes, federal, state or local income tax purposes, or otherwise.

16.3. Controlling Law

This Agreement shall be construed, governed, and applied in accordance with the laws of the State of California.

16.4. Captions

Captions of the Articles and subsections of this Agreement are intended solely for the convenience of the Parties and shall not be used to discern of the meaning of the Agreement.

IN WITNESS WHEREOF, the Parties hereto hereby agree to be bound by the provisions,
terms and covenants of this Agreement.

SAN BENITO COUNTY WATER DISTRICT

By: _____ Date: _____
(Print name): _____
Its: _____ Attest: _____
Clerk, Board of Directors

CITY OF HOLLISTER

By: _____ Date: _____
(Print name): _____
Its: _____ Attest: _____
Clerk, Hollister Council

SUNNYSLOPE COUNTY WATER DISTRICT

By: _____ Date: _____
(Print name): _____
Its: _____ Attest: _____
Clerk of the Board

CITY OF SAN JUAN BAUTISTA

By: _____ Date: _____
(Print name): _____
Its: _____ Attest: _____
Clerk, Hollister Council

EXHIBIT A: Capital Recovery Schedule

Tranche 1-City of Hollister

	Enter values
Loan amount	\$ 4,500,000.00
Annual interest rate	4.500%
Loan period in years	30
Start date of loan	9/1/2013
Monthly payment	\$ 22,800.84
Number of payments	360
Total interest	\$ 3,708,302.02
Total cost of loan	\$ 8,208,302.02

Billed to Date	Beginning Balance	Ending Balance	Fiscal Year Principal	Fiscal Year Interest
7/1/2014	\$ 4,445,860.42	\$ 4,439,731.56	\$ 60,268.44	\$ 167,739.95
7/1/2015	\$ 4,370,778.06	\$ 4,364,367.64	\$ 75,363.92	\$ 198,246.14
7/1/2016	\$ 4,292,246.42	\$ 4,285,541.51	\$ 78,826.13	\$ 194,783.94
7/1/2017	\$ 4,210,107.06	\$ 4,203,094.12	\$ 82,447.39	\$ 191,162.68
7/1/2018	\$ 4,124,194.23	\$ 4,116,859.12	\$ 86,235.01	\$ 187,375.06
7/1/2019	\$ 4,034,334.57	\$ 4,026,662.49	\$ 90,196.63	\$ 183,413.44
7/1/2020	\$ 3,940,346.79	\$ 3,932,322.25	\$ 94,340.24	\$ 179,269.82
7/1/2021	\$ 3,842,041.21	\$ 3,833,648.03	\$ 98,674.22	\$ 174,935.85
7/1/2022	\$ 3,739,219.50	\$ 3,730,440.74	\$ 103,207.29	\$ 170,402.77
7/1/2023	\$ 3,631,674.18	\$ 3,622,492.12	\$ 107,948.62	\$ 165,661.45
7/1/2024	\$ 3,519,188.24	\$ 3,509,584.36	\$ 112,907.76	\$ 160,702.31
7/1/2025	\$ 3,401,534.72	\$ 3,391,489.63	\$ 118,094.72	\$ 155,515.34
7/1/2026	\$ 3,278,476.21	\$ 3,267,969.66	\$ 123,519.97	\$ 150,090.09
7/1/2027	\$ 3,149,764.42	\$ 3,138,775.20	\$ 129,194.46	\$ 144,415.61
7/1/2028	\$ 3,015,139.64	\$ 3,003,645.57	\$ 135,129.63	\$ 138,480.44
7/1/2029	\$ 2,874,330.21	\$ 2,862,308.11	\$ 141,337.46	\$ 132,272.61
7/1/2030	\$ 2,727,052.02	\$ 2,714,477.63	\$ 147,830.48	\$ 125,779.59
7/1/2031	\$ 2,573,007.90	\$ 2,559,855.84	\$ 154,621.79	\$ 118,988.28
7/1/2032	\$ 2,411,887.02	\$ 2,398,130.76	\$ 161,725.08	\$ 111,884.98
7/1/2033	\$ 2,243,364.27	\$ 2,228,976.05	\$ 169,154.71	\$ 104,455.36
7/1/2034	\$ 2,067,099.62	\$ 2,052,050.41	\$ 176,925.64	\$ 96,684.42
7/1/2035	\$ 1,882,737.40	\$ 1,866,996.83	\$ 185,053.58	\$ 88,556.49
7/1/2036	\$ 1,689,905.62	\$ 1,673,441.92	\$ 193,554.91	\$ 80,055.16
7/1/2037	\$ 1,488,215.17	\$ 1,470,995.14	\$ 202,446.78	\$ 71,163.28
7/1/2038	\$ 1,277,259.10	\$ 1,259,247.99	\$ 211,747.15	\$ 61,862.91
7/1/2039	\$ 1,056,611.75	\$ 1,037,773.20	\$ 221,474.78	\$ 52,135.29
7/1/2040	\$ 825,827.89	\$ 806,123.91	\$ 231,649.29	\$ 41,960.77
7/1/2041	\$ 584,441.87	\$ 563,832.69	\$ 242,291.22	\$ 31,318.84
7/1/2042	\$ 331,966.61	\$ 310,410.65	\$ 253,422.04	\$ 20,188.03
7/1/2043	\$ 67,892.69	\$ 45,346.45	\$ 265,064.20	\$ 8,545.86
9/1/2043	\$ 22,715.66	\$ 0.00	\$ 45,346.45	\$ 255.23

Tranche 2-City of Hollister

	Enter values
Loan amount	\$ 5,500,000.00
Annual interest rate	4.000%
Loan period in years	20
Start date of loan	5/1/2015
Monthly payment	\$ 33,328.92
Number of payments	240
Total interest	\$ 2,498,940.35
Total cost of loan	\$ 7,998,940.35

Billed to Date	Beginning Balance	Fiscal Year Principal	Fiscal Year Interest
7/1/2015	\$ 5,485,004.42	\$ 30,041.15	\$ 36,616.68
7/1/2016	\$ 5,301,110.49	\$ 184,506.90	\$ 215,440.12
7/1/2017	\$ 5,109,724.45	\$ 192,024.00	\$ 207,923.02
7/1/2018	\$ 4,910,541.04	\$ 199,847.35	\$ 200,099.67
7/1/2019	\$ 4,703,242.60	\$ 207,989.44	\$ 191,957.58
7/1/2020	\$ 4,487,498.49	\$ 216,463.25	\$ 183,483.77
7/1/2021	\$ 4,262,964.64	\$ 225,282.30	\$ 174,664.72
7/1/2022	\$ 4,029,282.93	\$ 234,460.65	\$ 165,486.37
7/1/2023	\$ 3,786,080.67	\$ 244,012.93	\$ 155,934.08
7/1/2024	\$ 3,532,969.98	\$ 253,954.40	\$ 145,992.62
7/1/2025	\$ 3,269,547.16	\$ 264,300.89	\$ 135,646.12
7/1/2026	\$ 2,995,392.09	\$ 275,068.92	\$ 124,878.10
7/1/2027	\$ 2,710,067.52	\$ 286,275.65	\$ 113,671.37
7/1/2028	\$ 2,413,118.39	\$ 297,938.96	\$ 102,008.05
7/1/2029	\$ 2,104,071.10	\$ 310,077.46	\$ 89,869.56
7/1/2030	\$ 1,782,432.73	\$ 322,710.49	\$ 77,236.53
7/1/2031	\$ 1,447,690.33	\$ 335,858.21	\$ 64,088.80
7/1/2032	\$ 1,099,310.00	\$ 349,541.59	\$ 50,405.42
7/1/2033	\$ 736,736.12	\$ 363,782.46	\$ 36,164.56
7/1/2034	\$ 359,390.43	\$ 378,603.52	\$ 21,343.50
5/1/2035	\$ 33,218.19	\$ 327,259.48	\$ 6,029.71

Tranche 1- Sunnyslope County Water Dist.

	Enter values
Loan amount	\$ 6,500,000.00
Annual interest rate	4.500%
Loan period in years	30
Start date of loan	9/1/2013
Monthly payment	\$ 32,934.55
Number of payments	360
Total interest	\$ 5,356,436.25
Total cost of loan	\$ 11,856,436.25

Billed to Date	Beginning Balance	Payment	Ending Balance	Fiscal Year Principal	Fiscal Year Interest
7/1/2014	\$ 6,421,798.39	\$ 32,934.55	\$ 6,412,945.59	\$ 87,054.41	\$ 242,291.04
7/1/2015	\$ 6,313,346.08	\$ 32,934.55	\$ 6,304,086.59	\$ 108,859.00	\$ 286,355.54
7/1/2016	\$ 6,199,911.50	\$ 32,934.55	\$ 6,190,226.62	\$ 113,859.96	\$ 281,354.58
7/1/2017	\$ 6,081,265.75	\$ 32,934.55	\$ 6,071,135.95	\$ 119,090.67	\$ 276,123.87
7/1/2018	\$ 5,957,169.44	\$ 32,934.55	\$ 5,946,574.28	\$ 124,561.67	\$ 270,652.87
7/1/2019	\$ 5,827,372.16	\$ 32,934.55	\$ 5,816,290.26	\$ 130,284.02	\$ 264,930.53
7/1/2020	\$ 5,691,612.02	\$ 32,934.55	\$ 5,680,021.02	\$ 136,269.24	\$ 258,945.30
7/1/2021	\$ 5,549,615.09	\$ 32,934.55	\$ 5,537,491.60	\$ 142,529.43	\$ 252,685.12
7/1/2022	\$ 5,401,094.83	\$ 32,934.55	\$ 5,388,414.40	\$ 149,077.20	\$ 246,137.34
7/1/2023	\$ 5,245,751.59	\$ 32,934.55	\$ 5,232,488.61	\$ 155,925.78	\$ 239,288.76
7/1/2024	\$ 5,083,271.90	\$ 32,934.55	\$ 5,069,399.63	\$ 163,088.99	\$ 232,125.56
7/1/2025	\$ 4,913,327.93	\$ 32,934.55	\$ 4,898,818.36	\$ 170,581.27	\$ 224,633.28
7/1/2026	\$ 4,735,576.75	\$ 32,934.55	\$ 4,720,400.62	\$ 178,417.74	\$ 216,796.80
7/1/2027	\$ 4,549,659.72	\$ 32,934.55	\$ 4,533,786.40	\$ 186,614.22	\$ 208,600.32
7/1/2028	\$ 4,355,201.70	\$ 32,934.55	\$ 4,338,599.16	\$ 195,187.24	\$ 200,027.30
7/1/2029	\$ 4,151,810.30	\$ 32,934.55	\$ 4,134,445.05	\$ 204,154.11	\$ 191,060.43
7/1/2030	\$ 3,939,075.14	\$ 32,934.55	\$ 3,920,912.13	\$ 213,532.92	\$ 181,681.63
7/1/2031	\$ 3,716,566.97	\$ 32,934.55	\$ 3,697,569.55	\$ 223,342.58	\$ 171,871.96
7/1/2032	\$ 3,483,836.81	\$ 32,934.55	\$ 3,463,966.65	\$ 233,602.90	\$ 161,611.64
7/1/2033	\$ 3,240,415.06	\$ 32,934.55	\$ 3,219,632.07	\$ 244,334.58	\$ 150,879.97
7/1/2034	\$ 2,985,810.57	\$ 32,934.55	\$ 2,964,072.81	\$ 255,559.26	\$ 139,655.28
7/1/2035	\$ 2,719,509.58	\$ 32,934.55	\$ 2,696,773.20	\$ 267,299.61	\$ 127,914.93
7/1/2036	\$ 2,440,974.78	\$ 32,934.55	\$ 2,417,193.89	\$ 279,579.31	\$ 115,635.23
7/1/2037	\$ 2,149,644.14	\$ 32,934.55	\$ 2,124,770.76	\$ 292,423.13	\$ 102,791.41
7/1/2038	\$ 1,844,929.81	\$ 32,934.55	\$ 1,818,913.76	\$ 305,857.00	\$ 89,357.54
7/1/2039	\$ 1,526,216.97	\$ 32,934.55	\$ 1,499,005.74	\$ 319,908.02	\$ 75,306.52
7/1/2040	\$ 1,192,862.51	\$ 32,934.55	\$ 1,164,401.20	\$ 334,604.54	\$ 60,610.01
7/1/2041	\$ 844,193.81	\$ 32,934.55	\$ 814,424.99	\$ 349,976.21	\$ 45,238.33
7/1/2042	\$ 479,507.33	\$ 32,934.55	\$ 448,370.94	\$ 366,054.06	\$ 29,160.49
7/1/2043	\$ 98,067.21	\$ 32,934.55	\$ 65,500.42	\$ 382,870.52	\$ 12,344.03
9/1/2043	\$ 32,811.50	\$ 32,934.55	\$ 0.00	\$ 65,500.42	\$ 368.67

Tranche 2 - Sunnyslope County Water Dist.

	Enter values
Loan amount	\$ 8,500,000.00
Annual interest rate	4.000%
Loan period in years	20
Start date of loan	5/1/2015
Monthly payment	\$ 51,508.33
Number of payments	240
Total interest	\$ 3,861,998.72
Total cost of loan	\$ 12,361,998.72

Billed to Date	Beginning Balance	Ending Balance	Fiscal Year Principal	Fiscal Year Interest
7/1/2015	\$ 8,476,825.01	\$ 8,453,572.76	\$ 46,427.24	\$ 56,589.42
7/1/2016	\$ 8,192,625.31	\$ 8,168,425.73	\$ 285,147.03	\$ 332,952.91
7/1/2017	\$ 7,896,846.88	\$ 7,871,661.37	\$ 296,764.36	\$ 321,335.58
7/1/2018	\$ 7,589,017.98	\$ 7,562,806.38	\$ 308,855.00	\$ 309,244.94
7/1/2019	\$ 7,268,647.65	\$ 7,241,368.15	\$ 321,438.23	\$ 296,661.71
7/1/2020	\$ 6,935,224.95	\$ 6,906,834.03	\$ 334,534.12	\$ 283,565.82
7/1/2021	\$ 6,588,218.08	\$ 6,558,670.48	\$ 348,163.55	\$ 269,936.38
7/1/2022	\$ 6,227,073.63	\$ 6,196,322.21	\$ 362,348.27	\$ 255,751.66
7/1/2023	\$ 5,851,215.59	\$ 5,819,211.31	\$ 377,110.90	\$ 240,989.04
7/1/2024	\$ 5,460,044.51	\$ 5,426,736.33	\$ 392,474.98	\$ 225,624.96
7/1/2025	\$ 5,052,936.52	\$ 5,018,271.32	\$ 408,465.02	\$ 209,634.92
7/1/2026	\$ 4,629,242.33	\$ 4,593,164.81	\$ 425,106.51	\$ 192,993.43
7/1/2027	\$ 4,188,286.17	\$ 4,150,738.80	\$ 442,426.01	\$ 175,673.93
7/1/2028	\$ 3,729,364.79	\$ 3,690,287.68	\$ 460,451.12	\$ 157,648.81
7/1/2029	\$ 3,251,746.24	\$ 3,211,077.06	\$ 479,210.61	\$ 138,889.32
7/1/2030	\$ 2,754,668.77	\$ 2,712,342.67	\$ 498,734.39	\$ 119,365.54
7/1/2031	\$ 2,237,339.60	\$ 2,193,289.07	\$ 519,053.60	\$ 99,046.33
7/1/2032	\$ 1,698,933.64	\$ 1,653,088.42	\$ 540,200.65	\$ 77,899.29
7/1/2033	\$ 1,138,592.19	\$ 1,090,879.17	\$ 562,209.25	\$ 55,890.68
7/1/2034	\$ 555,421.57	\$ 505,764.64	\$ 585,114.53	\$ 32,985.41
5/1/2035	\$ 51,337.20	\$ (0.00)	\$ 505,764.64	\$ 9,318.64

Tranche 3 as billed to Agencies

Agencies are billed each month in advance. Charge to agencies includes .25% markup.
 The loan payment to the bank is due the first of the month beginning 4/1/2016.

Agency		Beg Principal Per Agency	Per Agency	
		\$ 2,000,000		
Agency Bill Date	Principal billed in FYE	Principal Balance per Agency	Interest by yr	
7/10/2016	\$ 61,252	\$ 1,938,748	\$	36,985
7/10/2017	\$ 107,649	\$ 1,831,098	\$	60,757
7/10/2018	\$ 111,136	\$ 1,719,963	\$	57,270
7/10/2019	\$ 114,735	\$ 1,605,228	\$	53,671
7/10/2020	\$ 118,451	\$ 1,486,777	\$	49,955.32
7/10/2021	\$ 122,287	\$ 1,364,490	\$	46,119.16
7/10/2022	\$ 126,247	\$ 1,238,243	\$	42,158.77
7/10/2023	\$ 130,336	\$ 1,107,907	\$	38,070.12
7/10/2024	\$ 134,557	\$ 973,350	\$	33,849.05
7/10/2025	\$ 138,915	\$ 834,435	\$	29,491.28
7/10/2026	\$ 143,414	\$ 691,021	\$	24,992.38
7/10/2027	\$ 148,058	\$ 542,963	\$	20,347.77
7/10/2028	\$ 152,853	\$ 390,109	\$	15,552.75
7/10/2029	\$ 157,804	\$ 232,306	\$	10,602.43
7/10/2030	\$ 162,914	\$ 69,391	\$	5,491.79
12/10/2030	\$ 69,391	\$ (0)	\$	2,980.84

EXHIBIT B: Description of ADRoP and Associated Costs

The Accelerated Drought Response Project (ADRoP) ADRoP is intended to provide water supply reliability for the District's municipal and industrial customers during periods of extended drought. It is designed to take full advantage of water available to the District through its contract with the U.S. Bureau of Reclamation whereby excess surface water would be stored in the local aquifer in wet years for later use when allocations from the Central Valley Project combined with water previously stored by the District locally are insufficient to meet the District's stated level of service goals. The decision to pursue ADRoP occurred through a collaborative process, which included the Wholesale Customers, as documented in the San Benito Urban Area Water and Wastewater Master Plan Update 2023.

ADRoP includes the construction of up to five Aquifer Storage and Recovery (ASR) wells, the expansion of the West Hills Water Treatment Plant (WHWTP), and the installation of pipelines for water transmission. It will have the capacity to inject, store, and recover up to 2,700 AFY of water. The WHWTP will be expanded from its current design capacity of 4.5 mgd to 6.75 mgd, which will provide additional treatment capacity to serve San Juan Bautista and deliver treated water to the ASR wells while still meeting current demands. The WHWTP will need to be modified to provide an alternative point of delivery for San Juan Bautista, the costs of which will be borne exclusively by San Juan Bautista.

In the years when water is being stored, the treated water will be delivered into the distribution system using the existing gravity flow pipeline, at which point it will be conveyed through pipelines owned by Hollister and then to the ASR wells through a new dedicated transmission pipeline owned by the District. In years when water is recovered from storage, the water will be pumped from the ASR wells, disinfected, and delivered into Hollister's distribution system. The ASR wells will be located along Fallon Road while the transmission pipeline will be located along San Felipe Road.

Various components of ADRoP are either under active construction or are in the final design phase. The final capital costs will not be known at the time this Agreement is executed. The current estimated capital cost of ADRoP is approximately \$54 million. The District has been awarded \$20 million in grant funding from DWR and USBR and will be applying for up to \$6 million in additional grant funding from USBR. Any grant funds received will offset the Wholesale Customer's capital obligation for ADRoP. The District intends to fund the remaining capital costs with the issuance of \$40 million in revenue bonds, which will be used for cashflow during construction and the bulk of which will need to be repaid through the Reliability Fee described in this Agreement.

Summary of Estimated Capital Costs

Component	Estimated Capital Cost*
West Hills Water Treatment Plant Expansion	\$13,500,000
ASR Wells and Pipelines	\$27,800,000
Consulting Services	\$11,000,000
Total Estimated Capital Costs	\$52,300,000

Commented [DJ1]: Updated 8-25-25

Note: Capital costs are estimated as of May-2August 25, 2025. Costs include program management, legal, financial, stakeholder outreach, design, environmental permitting and mitigation, construction, construction management, and engineering services during construction.

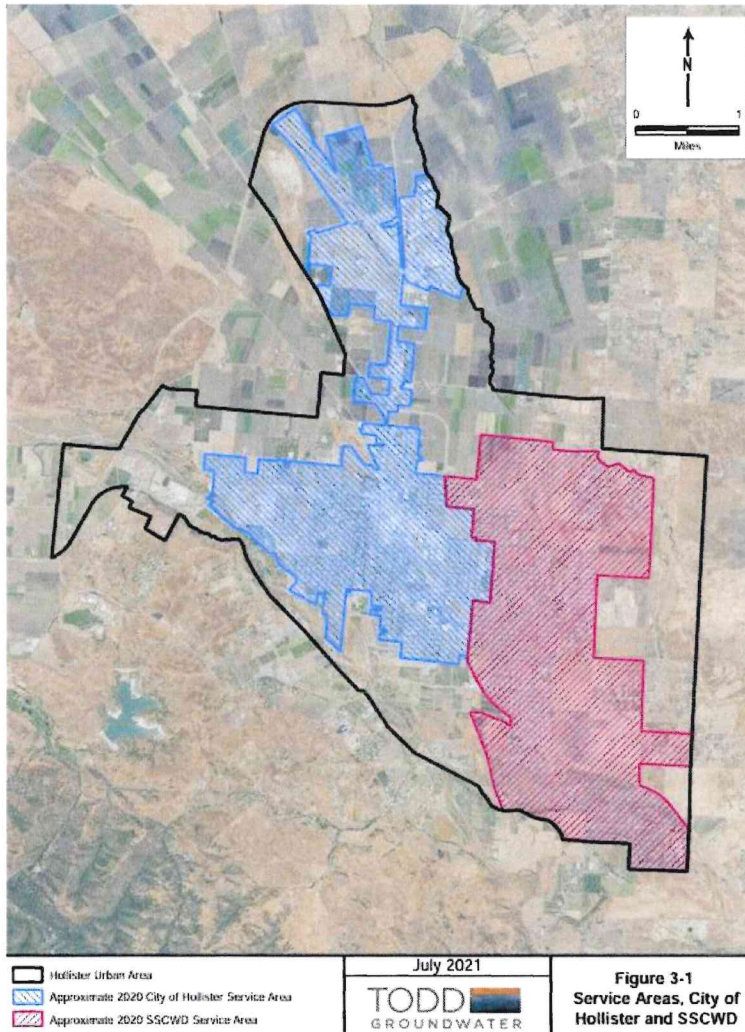
EXHIBIT C: Explanation of Cost Components

	<u>Explanation of Cost Component</u>	<u>Calculation Methodology</u>
CAPITAL COSTS	<p><i>Each Wholesale Customer shall be obligated to pay a respective share of the capital costs of the Treatment Facilities and ADROp, the terms of which vary for each cost component as described below.</i></p> <p><i>The Capital Treatment Component and Capital Replacement Reserve Component are "take or pay." Each Wholesale Customer must pay the whole of their respective amount of these cost components regardless of whether a Wholesale Customer takes delivery of water.</i></p>	
<u>Capital Treatment Component</u>	The Capital Treatment Component includes the costs District incurred for the development and construction of the Treatment Facilities, including costs for legal review, financing, planning, design, engineering, permitting, construction, and construction management.	The Capital Treatment Component will be collected from Wholesale Customers on a monthly amortized basis, with each Wholesale Customer paying a percentage reflecting the treatment capacity they are entitled to, as set forth in Article 5.2(f) of the Agreement.
<u>Reliability Fee Component</u>	The Reliability Fee Component includes the remaining principal of the costs District incurred for the development and construction of ADROp (wells, pipelines, and expansion of the West Hills WTP) not recovered by District via grant funding, including costs for legal review, financing, planning, design, engineering, permitting, construction, and construction management.	The Reliability Fee will be collected from Wholesale Customers on a monthly basis at the rate established by District multiplied by the number of acre feet delivered to each Wholesale Customer. The Reliability Fee will also be collected from each of District's other M&I customers.
<u>Capital Replacement Reserve Component</u>	The Capital Replacement Reserve Component shall be an amount established by District each year to cover annual depreciation of the Treatment Facilities.	The annual amount established by District will be collected from each Wholesale Customer on a monthly amortized basis.
FIXED OPERATIONAL COSTS	<p><i>Each Wholesale Customer's obligation for their respective amount of the aggregate Fixed Operational Costs shall be based on the percentage of the treatment capacity to which each Wholesale Customer is entitled pursuant to this Agreement.</i></p> <p><i>These costs are "take or pay." Each Wholesale Customer must pay the whole of their respective amount of the Fixed Operational Costs regardless of whether a Wholesale Customer takes delivery of water.</i></p>	
<u>Administrative Fee Component</u>	The Administrative Fee Component includes, but is not limited to, District's actual costs for owning, managing, and operating the Treatment Facilities and ADROp; general overhead for general and administrative expenses necessary for operations; employee benefits and payroll expenses, including, but not limited to, compensated absences, retirement benefits, Medicare, worker's compensation, unemployment insurance, payment for cafeteria tax benefits, life insurance, employee assistance programs, and other post-retirement benefits.	The aggregate amount of the Administrative Fee Component shall be 5% of District's total payroll expenses, collected from Wholesale Customers on a monthly basis, with each Wholesale Customer paying a percentage reflecting the treatment capacity they are entitled to, as set forth in Article 5.2(f) of the Agreement.
<u>Direct Cost Component</u>	The Direct Cost Component includes District's fixed costs of ownership of the Treatment Facilities and ADROp, including property insurance, DPH fees, and other similar costs of ownership.	The Direct Cost Component will be collected from Wholesale Customers the following month in which such costs were incurred, with each Wholesale Customer paying a percentage reflecting the treatment capacity they are entitled to, as set forth in Article 5.2(f) of the Agreement.
<u>Fixed Treatment Component</u>	The Fixed Treatment Component includes the costs for treating raw water that remain constant regardless of the volume of water that is treated.	The Fixed Treatment Component will be collected from Wholesale Customers on a monthly basis, with each Wholesale Customer paying a percentage reflecting the treatment capacity they are entitled to, as set forth in Article 5.2(f) of the Agreement.

VARIABLE OPERATIONAL COSTS	<p><i>Each Wholesale Customer's obligation for their respective amount of the aggregate Variable Operational Costs shall be based on the percentage of treated water delivered to each Wholesale Customer pursuant to this Agreement.</i></p> <p><i>(Example: Assume District delivers 10,000 AF of water in a given year. Wholesale Customers A and B each received 40% of those total deliveries, and Wholesale Customer C received 20%. In this case, Wholesale Customers A and B will each pay 40% of the Variable Operational Costs, and Wholesale Customer C will pay 20% of the Variable Operational Costs.)</i></p>	
<u>Water Supply Component</u>	The Water Supply Component includes District's costs of obtaining raw water for the ensuing year from the CVP and other sources to the Treatment Facilities.	District will calculate the aggregate of the Water Supply Component each year during its normal rate-setting process based on the sources and costs of water supplied during the prior three years of deliveries, together with projections of water availability and costs for the ensuing 36 months of water deliveries as requested by Wholesale Customers. The Water Supply Component will be collected from Wholesale Customers on a monthly basis, with each Wholesale Customer paying its respective percentage of the water delivered to the Wholesale Customers.
<u>Variable Treatment Component</u>	The Variable Treatment Component includes the costs for treating raw water that vary depending upon the volume of water that is treated by the Treatment Facilities, including such variable costs associated with delivering treated water to the ASR Wells for purposes of ADROp.	District will calculate the aggregate of the Variable Treatment Component based on actual costs, which will be collected from the Wholesale Customers on a monthly basis, with each Wholesale Customer paying its respective percentage of the water delivered to the Wholesale Customers.
ADROP – DEFERRED PAYMENT OF COSTS INCURRED DURING STORAGE YEARS	In years when District's total water supply is determined by District to be sufficient to store water using the ASR Wells, payment for any costs associated with the Water Supply Component or Variable Treatment Component attributable to water stored using the ASR Wells and ASR Pipelines shall be deferred and those costs shall be borne by District until such time that any stored water is recovered from the ASR Wells and delivered to Wholesale Customers.	<p>District shall account and bill for water recovered from the ASR Wells in the same manner it would account and bill for transfer water acquired by District, calculated by multiplying the amount of recovered water by the aggregate unit cost of all water previously stored, into its subsequent rate study. District shall recover such deferred payments through the Water Supply Component.</p> <p>District shall also recover such unpaid costs for water stored using the ASR Wells and ASR Pipelines from its other M&I customers, including those not receiving water pursuant to this Agreement, in the same manner as from the Wholesale Customers.</p>
EXTRAORDINARY OPERATIONS AND MAINTENANCE	Extraordinary operations and maintenance costs outside of the anticipated annual budgeted amount shall be discussed by the Advisory Committee before District commits to such costs or includes them in a Wholesale Customer's invoice. Nevertheless, if District determines after discussion with the Advisory Committee that such costs are necessary to provide a safe reliable source of potable water that meets all regulatory requirements, or if such costs are required to provide for the continuing safe operation of the Treatment Facilities or ADROp, District shall have authority to incur such costs and include them in the Wholesale Customers' invoice, itemizing such costs under the cost component District determines is appropriate, amortized over a 12 month period.	

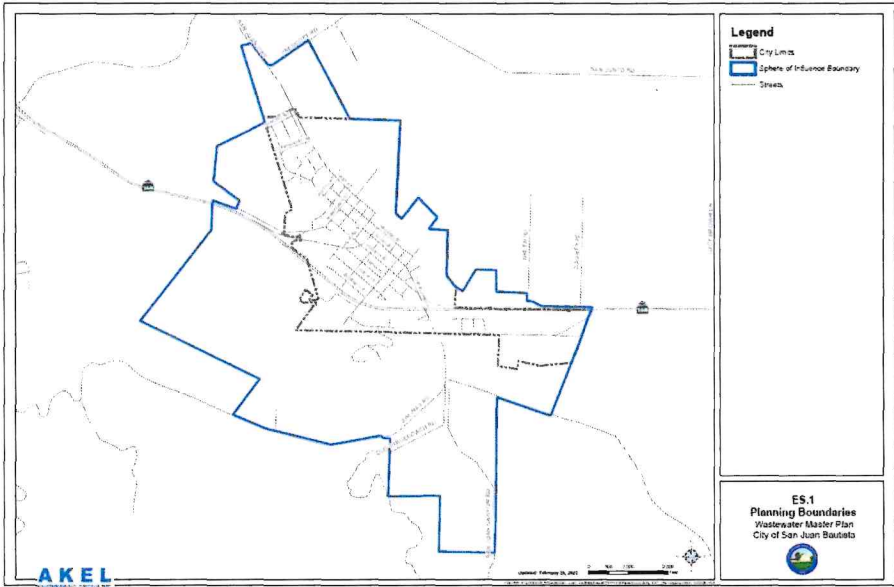
EXHIBIT D: Wholesale Customers' Water Service Areas

City of Hollister and Sunnyslope County Water District Service Areas



Source: Hollister Urban Area Urban Water Management Plan, July 2021

City of San Juan Bautista Service Area



Source: City of San Juan Bautista Water Master Plan, November 2020

EXHIBIT E: District's Zone 6 Boundary

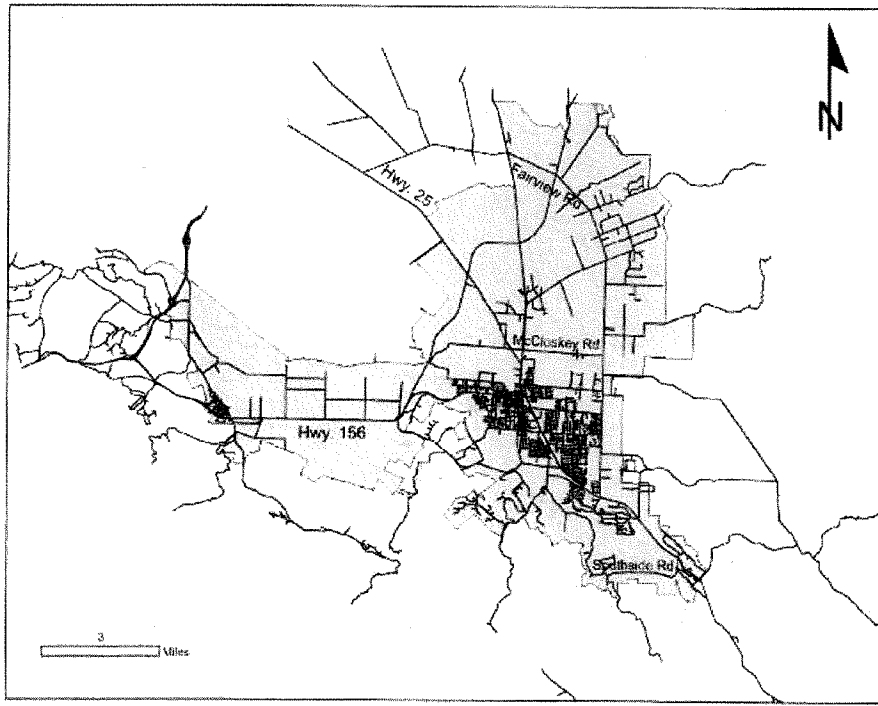


EXHIBIT F: District Policy on Restriction and Designation of Net Assets/Cash

The District Policy on Restriction and Designation of Net Assets/Cash as set forth herein was adopted by the San Benito County Water District on May 28, 2025, pursuant to Resolution No. 2025-12. This Policy may be amended by the District annually.

PURPOSE:

Adequate reserved funds (net assets/cash) are a necessary component of the District's overall financial management plan and are required to meet various externally imposed constraints.

Funds are reserved to meet specific future financial obligations and to mitigate natural, economic, political and regulatory risks. This policy is intended to document the business practices of the District and accurately reflect the nature, purpose and management of restricted and designated net assets and accurately reflect the financial condition of the District to its constituents, creditors, financial institutions, regulatory agencies, State and Federal agencies and the general public.

POLICY:

Restricted Net Assets/Cash

In accordance with GASB Statement 34 and FASB Statement 71, net assets are restricted when constraints placed on their use are externally imposed by creditors, grantors, contributors, or laws or regulations of other governments. They are also restricted if their use is constrained by law through constitutional provisions or enabling legislation. Restricted Net Assets/Cash, the source of Restriction, the purpose of the Restriction, the method of determining the amount of Restriction and the treatment of interest is shown on Table I.

Designated Nets Assets/Cash

In accordance with GASB Statement 34, designations of net assets represent management's intended use of resources and should reflect plans approved by the government's senior management. Designations reflect a government's self-imposed limitations on the use of otherwise available current financial resources. Designated Net Assets/Cash, the purpose of the Designation, the method of determining the amount of Designation and the treatment of interest is shown on Table 2.

PROCEDURE:

- Restrictions are to be reviewed by the Finance Committee annually including but not limited to a review of statutory and regulatory changes impacting or creating Restriction of District Net Assets/Cash together with any new or pending constraints resulting from business relationships with creditors, grantors or contributors.
- For any new or amended contract or other business relationship or action that creates or changes a restriction of Net Assets/Cash, the nature and amount of that restriction or change in restriction shall be specifically and fully detailed in the documents supporting action by the Board and only the Board shall have the authority to take or approve any action which has the effect of creating or changing such restriction(s) of Net Assets/Cash.

- Designations are to be reviewed by the Finance Committee annually and any changes approved by the Board on or before June 30 each year.
- Adding a designation category requires specific approval of the Board. This action will include: 1) the purpose of the designation, 2) the dollar amount of the designation, 3) the method for calculating any annual adjustment(s), if the dollar amount is to change each year, and 4) whether or not the interest accrued on the designated amount is to be added to the designation at the end of each fiscal year.
- Removing a designation category requires specific approval of the Board.
- Changing the method for calculating the annual adjustment(s) of the designation requires approval of the Board.
- The actual dollar amounts of the designation shall be calculated based on the defined method and adjusted at year-end for financial reporting purposes.
- Designated net assets will be segregated into separate financial accounts.
- An identical amount of cash will be designated for annual financial reporting purposes in order to reflect management's intention to fund the commitment of designated net assets. Designated cash will not be segregated from undesignated cash either in bank/investment accounts or in financial accounts except when that cash is separately invested in a manner specifically approved by the Board.

The General Manager shall have full authority and responsibility to carry out actions of this policy.

Table #1

RESTRICTED NET ASSETS/CASH

Name of Restricted Net Asset/Cash	Source Of Restriction	Purpose	Method for Calculating Amount of Restriction	Treatment of Accrued Interest
District Revolving Fund	San Benito County Water Conservation and Flood Control District Act (Section 70-7.1(a))	To provide funds which may be used for emergencies and to pay costs necessary for the establishment of a zone within the District.	Amount specified in the District Act.	Interest accrued as specified in the District Act.
San Felipe-Hollister Conduit Reserve	USBR Contract Central Valley Project-Contract Between the United States and the San Benito County Water Conservation and Flood Control District for Water Service and for Operation and maintenance of Certain Works of the San Felipe Division (Contract #8-07-20-W0130)	To meet unforeseen extraordinary costs and emergencies.	Amount specified in the Contract.	As specified in contract.

Table #1

RESTRICTED NET ASSETS/CASH

Name of Restricted Net Asset/Cash	Source Of Restriction	Purpose	Method for Calculating Amount of Restriction	Treatment of Accrued Interest
San Felipe-Reach 1 Reserve	USBR San Felipe Division- Contract for the Transfer of the Operation and Maintenance of Certain San Felipe Division Facilities (Contract # 6-07-20- X0290): United States, Santa Clara Valley Water District, and San Benito County Water Conservation and Flood	To meet operations and maintenance costs incurred during period of special stress and extraordinary repair or replacement costs associate with Reach 1.	Amount specified in the Contract	As specified in contract.

Table #1

RESTRICTED NET ASSETS/CASH

Name of Restricted Net Asset/Cash	Source Of Restriction	Purpose	Method for Calculating Amount of Restriction	Treatment of Accrued Interest
USBR Contract Repayment and Rate Management Reserve	Agreement Between Santa Clara Valley Water District and San Benito County Water District for Repayment and Management of San Felipe Division Facilities.	Funds to pay for San Felipe Division costs, including existing foreseeable and unforeseeable costs that may result from catastrophic failure of San Felipe Division facilities. Funds from this restricted reserve are to be used for USBR Amendatory Contract Repayment . This USBR Contract Repayment and Rate Management Reserve is intended to provide funds to make interest and principal payments on the Amendatory contract in an effort to minimize the impact of the repayment schedule on water rates and taxes.	At each fiscal year end, the amount added to the reserve would be the annual allocation from the land tax, interest accrued on the restricted reserve, and the amount associated with the interest component in M&I water rates. Withdrawals may be made for the USBR principal and interest payments required during the fiscal year as outlined in Exhibit D of the Amendatory contract NO. 8-07-20-W0130A and for costs associated with WIIN Act USBR in-basin capital repayment costs. Effective fiscal year end 2017-2018, the annual allocation for the Zone 6 land tax is 30% of the land tax and is subject to annual review by the Board. For fiscal year end 2013, the reserve balance will be adjusted to the target minimum of one and one half years of USBR Amendatory Contract payments and the remaining balance will be transferred to the Designation for Hollister Urban Area Water Treatment Plants. The Capital Recovery components (principal and interest) as identified in the Water Supply and Treatment Agreement will be added to the reserve each year in relative proportion to the reserves funding of the project costs. Repayment costs associated with repayment of the in-basin capital costs will be added back to the reserve on an amortized basis over the remaining life of the USBR Amendatory Contract (2036).	Added to the Restricted Reserve to meet future obligations associated with San Felipe Division costs.

Table #1

RESTRICTED NET ASSETS/CASH

Name of Restricted Net Asset/Cash	Source Of Restriction	Purpose	Method for Calculating Amount of Restriction	Treatment of Accrued Interest
Reach 1 Major Repair and Replacement Reserve	Agreement Between Santa Clara Valley Water District and San Benito County Water District for Repayment and Management of San Felipe Division Facilities.	To provide funds for major repair and replacement associated with Reach 1.	Initial balance to be transferred from the fiscal year end 2006 balance of the designation USBR Contract Renewal. Review amount of restriction annually to be in compliance with Section 4(a) of the Agreement Between Santa Clara Valley Water District and San Benito County Water District for Repayment and Management of San Felipe Division Facilities. When funds are used from this reserve to pay for Reach 1 Major repair and replacement, they will be replenished from the operating budget over 5 to 10 years, depending on life of asset, beginning in the initial project year. Replenishment will also include a 3% inflation factor. Target minimum established at \$500,000.	Accrued interest is to be added to the Restricted Reserve until such time that the minimum aggregate amount is achieved. Once the minimum aggregate amount is achieved, the interest will be added to the undesignated cash of the District.

Table #1

RESTRICTED NET ASSETS/CASH

Name of Restricted Net Asset/Cash	Source Of Restriction	Purpose	Method for Calculating Amount of Restriction	Treatment of Accrued Interest
Reserved for Water Treatment Plants-Asset Replacement Reserve	Hollister Urban Area Water Supply and Treatment Agreement: Article 6.3(a)(4)	To provide funds for capital replacement of assets of the Water Supply and Treatment Program, and funds so expended will be replaced through subsequent contributions.	Annual contribution of \$190,000 for the Lessalt water treatment plant through fiscal year end 2017. Effective fiscal year 17-18, the annual amount collected is established at 1.5% of constructed cost of water treatment plants. Amount is collected through the capital replacement cost component of the monthly billing to the Hollister Urban Area retailers to cover anticipated costs for future capital replacements for both water treatment plants as reviewed annually by District Engineer. Effective fiscal year end 2018-2019, any balance remaining in the <i>Reserve for Hollister Urban Area Water Treatment Facilities</i> will be transferred to the <i>Reserve for Water Treatment Plants-Asset Replacement Reserve</i> .	Interest will accrue. Interest accrued on restricted balance is added to the restriction each fiscal year-end. Average LAIF interest rate is applied to the amount of restriction during that fiscal year.
Reserve for Other Post-Employment Benefits (OPEB) Trust	CERBT Trust Account	To provide restricted funds for retiree future medical payments.	Amount will be reviewed annually by the Board during the budget process.	As specified in CERBT contract.

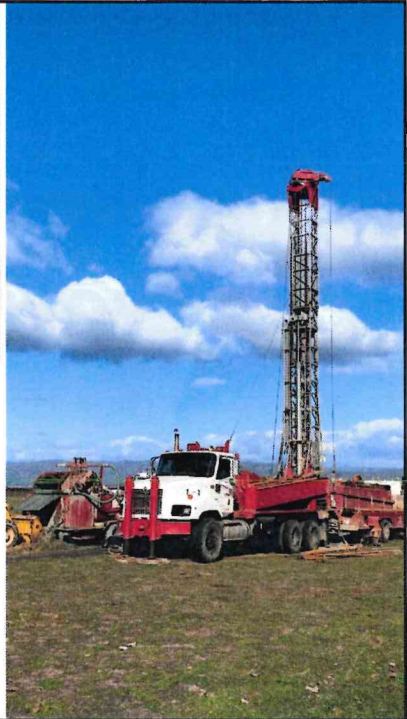

Table #2

DESIGNATED NET ASSETS/CASH

Name of Designated Net Asset/Cash	Purpose	Method for Calculating Amount of Designation	Treatment of Accrued Interest
Reserved for Operations	The reserves designated for operating contingencies are established to provide for unforeseen needs, revenue shortfalls, and emergency appropriations during the year.	At fiscal year-end, the District will move from fifty percent to one hundred percent of an average of the most recent 3 years' annual operating expense (excluding depreciation, amortization and operating expense associated with the Hollister Urban Area water treatment plants) by increasing the amount to be sixty seven percent, then the next fiscal year to eighty four percent, and then final one hundred percent in the next following fiscal year.	No interest accrual.
Reserved for Capital Improvements	Established by board action(s) to fund future capital improvement projects. The purpose of this designation is to accumulate funds for specific projects or utility purpose to provide all or a portion of the cost.	These designations are for specific new capital improvement projects. The board decides how much to fund and for which projects. Funding level is reviewed annually. Any use of funds is replenished from the operating budget on an amortized basis over the assigned life of the project. Use of funds from this reserve for preliminary survey and investigation, will be replenished from the operating budget on an amortized basis over 5 years.	No interest accrual.
Reserved for Self-Insurance	Established by board policy to fund the contingent liability for the District's self-insured portion of vehicle coverage.	Adequacy of funding level will be reviewed annually.	No interest accrual.

Table #2
DESIGNATED NET ASSETS/CASH

Name of Designated Net Asset/Cash	Purpose	Method for Calculating Amount of Designation	Treatment of Accrued Interest
Reserved for Capital Asset Replacement	This designation is to accrue funding for asset purchase and replacement in the period of use. Through this funding reservation, monies are set aside for planned future asset expenditures within specified categories. In addition, this reserve provides a funding source for unanticipated asset needs, mitigates the impact of large budget expenditures, and assists with asset management and long range planning.	The designation will be increased by the amount of the annual depreciation expense for each asset multiplied by a factor for each asset group based on their assigned life. Assets with assigned lives of 1-15 years are reserved at 100% of their annual depreciation expense. Assets with assigned lives of 16 to 49 years are reserved at 50% of their annual depreciation expense. Assets with assigned lives of 50+ years and land are not reserved for.	Interest will accrue. Interest accrued on designated balance is added to the designation at fiscal year end. Average LAIF interest rate is applied to the amount of designation during that fiscal year.
Water Supply Revolving Reserve	To provide additional source of funds for Zone 6 water supply augmentation through local or imported water purchases.	Amount of administrative fee from water sales/transfers and/or funding from operations. Funding level is reviewed annually. Use of funds will be replenished from the operating budget over 5 years on an amortized basis. Target minimum of \$3 million funded over 5 years.	No interest accrual
Expanded Pacheco Reservoir	To provide funds for the pre- construction (planning and design) phase of the project.	Effective July 1, 2018, the reserve will be initially funded at \$1,000,000. At FYE Amount will be reviewed annually by the Board during the budget process.	No interest accrual.
Reserved for Reliability Charge M&I	Established to fund future water reliability improvement projects. The purpose of this designation is to accumulate funds for specific reliability projects to provide all or a portion of the cost.	These designations are for specific new reliability capital improvement projects. The funds are accumulated from the reliability fee charged each fiscal year.	No interest accrual.



San Benito Urban Area Water Supply and Treatment Agreement

HDR

September 24, 2025

1

Amended Urban Area Water Supply and Treatment Agreement

Addition of San Juan Bautista

Improve Drought Resilience

2

Agreement History

2004: Master planning process begins

2010: Coordinated Water Supply and Treatment Plan

- Hollister Urban Area Project identified

2013: Water Supply and Treatment Agreement executed

- 2014 - Lessalt Water Treatment Plant Upgrade
- 2017 - West Hills Water Treatment Plant Complete

2023: Master Plan update

- San Juan Bautista treated water connection
- Pursue aquifer storage and recovery project

2025: Amended Water Supply and Treatment Agreement

3

Summary of Agreement

New agreement replaces
and extends existing
agreement

- Existing framework preserved
- Amendments consistent with approved term sheet

San Juan Bautista
becomes wholesale
customer

- Treated as original partner - 8% buy-in
- Hollister and Sunnyslope's obligation reduced to 46% each

ADRoP added to Urban
Area Project

- District finances project
- Costs recovered on a per acre-foot basis

4

Summary of Agreement

Term

- When capital costs are repaid or 30 years, whichever is longer
- Subsequent 10-year renewals

District Obligations

- District to provide 5,060 AFY
- District discretion on source of supply
- Shortage provisions apply

Customer Obligations

- Customers agree to rate covenant to meet obligations of agreement
- Customers responsible for a minimum of 75% of initial water request (new)
- Capital and fixed O&M costs allocated based on treatment capacity (new)
- Variable treatment costs allocated based on actual water delivered

5

• Addition of San Juan Bautista (new)

• Terms included

- Fixed payments begin when water is first delivered, or two years from execution of agreement
 - Hollister and Sunnyslope will split 50/50 in the interim
 - Amortization schedule will be adjusted accordingly
- Hollister and Sunnyslope's existing share of original construction costs will be reduced in proportion to SJB buy-in (\$1.7M each)
- Variable costs, including Reliability Fee, will begin when water is delivered

• Terms *not* included

- Pipeline to San Juan Bautista service area
- Reimbursement for turnout facilities

6

Summary of Agreement

• ADRoP Reliability Fee

- Principle will be repaid by all M&I customers
- Interest will be repaid by District (~\$20M)
- Full repayment targeted for 20 years
- Current estimate is \$145/AF, or about \$50 per household per year

• ADRoP Storage Costs

- Raw water and treatment costs will be deferred and carried by District
- Stored water costs will be assigned to all M&I customers only after water is withdrawn from storage

7

Schedule of Approvals

1. Sunnyslope – decision September 23
2. City of Hollister – decision October 20
3. San Juan Bautista – decision October 21

8

Questions + Discussion

**San Benito County Water District
Agenda Transmittal**

Agenda Item:

7

Meeting Date: September 24, 2025

Submitted By: Dana Jacobson

Presented By: Dana Jacobson

Agenda Title: Board Discussion on the Agreement for Advancement of Funds and Reimbursement for Costs of a New Turnout Facilities at West Hills Water Treatment Plant

Detailed Description: In 2021 the San Benito County Water District (District) and the City of San Juan Bautista (San Juan Bautista) entered into a Memorandum of Understanding (MOU) related to the San Juan Bautista Water Supply Plan. The purpose of the MOU was to develop a water supply plan that included the delivery of treated water to San Juan Bautista from the District's West Hills Water Treatment Plant. This would result in a significant improvement in water quality for the residents of San Juan Bautista and improve San Juan Bautista's ability to meet wastewater effluent standards.

The District and San Juan Bautista are now ready to implement this plan, which will require several agreements:

1. San Benito Urban Area Water Supply and Treatment Agreement – This is the primary agreement through which the District will provide treated water to San Jaun Bautista, as well as the City of Hollister and the Sunnyslope County Water District. The agreement has been negotiated and will be considered for approval by the District at its September 2025 Board meeting and San Jaun Bautista's City Council in October 2025.
2. Turnout Reimbursement Agreement – It will be necessary for the District to construct additional facilities at the existing West Hills Water Treatment Plant to accommodate the connection to San Juan Bautista's pipeline. The most efficient and cost-effective way to deliver this element is to have the work completed concurrently with the upgrade to the treatment plant currently underway. It is anticipated that the turnout will be added as a change order to the existing contract for the treatment plant upgrade and have San Juan Bautista reimburse the District for the costs of construction.
3. Pipeline Operations and Maintenance Agreement – San Juan Bautista will be funding and constructing a pipeline from its service area to the West Hills Water Treatment Plant. However, it is envisioned that the District would operate and maintain this pipeline on behalf of San Juan Bautista and may ultimately take ownership of the pipeline after the debt for construction is fully repaid. This agreement will be negotiated after completion of the previously mentioned agreements.

Turnout Reimbursement Agreement

Under the terms of the Turnout Reimbursement Agreement the District would fund the planning, design, and construction of all facilities required to connect with San Juan Bautista's future pipeline. The District will maintain ownership of these facilities and San Juan Bautista will repay the District for the costs upon completion of construction. San Juan Bautista will be entitled to review and approval of the project design.

District Staff is Working with HDR Consulting to develop a design and cost estimate for the turnout facilities and will seek a bid from Overaa shortly thereafter. The attached draft Turnout Reimbursement Agreement does not yet include the cost estimate.

Prior Committee or Board Action:

September 9, 2025 Zone 6 Water and Operations Committee Meeting

Financial Impact: _____ Yes _____ **X** _____ No

This is an informational item only. However, there will be a cost associated with the planning, design, and construction of the turnout facilities. This will be subject to future Board approval.

Funding Source/ Recap: N/A

Material included:

1. Draft Turnout Reimbursement Agreement

Recommendation: Discussion Item Only

Action Required: ____ Resolution _____ Motion _____ **X** _____ Review

Board Action

Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

AGREEMENT FOR ADVANCEMENT OF FUNDS AND REIMBURSEMENT FOR COSTS OF NEW TURNOUT AT WEST HILLS WATER TREATMENT PLANT

This AGREEMENT FOR ADVANCEMENT OF FUNDS AND REIMBURSEMENT FOR COSTS OF NEW TURNOUT AT WEST HILLS WATER TREATMENT PLANT ("Agreement"), made and entered into by and between SAN BENITO COUNTY WATER DISTRICT ("District") and CITY OF SAN JUAN BAUTISTA ("City"), shall be effective as of the date it is fully executed by the parties ("Effective Date").

RECITALS

A. **WHEREAS**, District owns and operates the West Hills Water Treatment Plant ("WHWTP") and the Lessalt Water Treatment Plant, where District treats water imported from the Central Valley Project pursuant to a water service contract between District and the United States Bureau of Reclamation (the "CVP Contract"), and provides wholesale treated water to certain areas within San Benito County;

B. **WHEREAS**, City operates a municipal water system within its jurisdictional boundaries and has experienced source water quality issues, including high total dissolved solids and nitrates from the system's groundwater wells, causing City to need an alternative water supply to address such water quality issues;

C. **WHEREAS**, on February 25, 2020, the United States Environmental Protection Agency ("EPA") and Regional Water Quality Control Board met with City and agreed that City's development of a water master plan was the best solution for City to bring its wastewater system back into compliance with the EPA's National Pollution Discharge Elimination System ("NPDES") requirements ("Water Master Plan");

D. **WHEREAS**, in November 2020, City finalized the Water Master Plan, prepared by Akel Engineering Group, which defined, analyzed, and recommended to City its best options for investing in improvements to City's water and wastewater systems that would bring City into compliance with EPA's NPDES requirements;

E. **WHEREAS**, the Water Master Plan identified options for several potential projects, including a water supply project to connect City's water system to the WHWTP ("Compliance Project");

F. **WHEREAS**, on October 13, 2020, City adopted Resolution 2020-51, pursuant to which City approved the Compliance Project as City's most viable option for bringing its water and wastewater systems into compliance with the EPA's NPDES requirements;

G. **WHEREAS**, on February 24, 2021, City and District entered into a memorandum of understanding for the purpose of developing and implementing the Compliance Project as identified in City's Water Master Plan ("MOU");

H. **WHEREAS**, pursuant to the MOU, City and District agreed to an initial budget of \$180,000 to cover initial planning and conceptual design costs, including that any feasibility phase costs would ultimately be included in the final project costs if City decided to move forward with the Compliance Project;

I. **WHEREAS**, under its CVP Contract, District holds the necessary water entitlements to procure and sell wholesale treated water to City, including that City is located within the boundaries within which District is permitted to deliver treated water under its CVP Contract; and

J. **WHEREAS**, under a separate agreement, District and City anticipate negotiating the terms under which District will deliver treated water to City, including the price and quantity of such treated water;

K. **WHEREAS**, City is in the process of designing and constructing a transmission main to connect City's water system to District's existing treated water supply at the WHWTP;

L. **WHEREAS**, a new turnout must be designed and constructed at the WHWTP to connect City's new transmission main to the WHWTP and to measure the volumes of water delivered to City ("Turnout");

M. **WHEREAS**, District is in the process of undergoing other construction activities to accommodate District's Accelerated Drought Response Project, which includes an expansion of the WHWTP, and District has entered into a construction contract for this work ("Construction Contract");

N. **WHEREAS**, District and City agree that it would be mutually advantageous and cost-effective to have the construction contractor perform the necessary work to construct and install the Turnout at the same time the construction contractor is performing the expansion of the WHWTP;

O. **WHEREAS**, District agrees to contract for the planning, design, and construction of the Turnout and to advance the costs of designing and constructing the Turnout, and District has already advanced some costs related to design of the Turnout pursuant to the MOU;

P. **WHEREAS**, by this Agreement, City agrees to reimburse District in full for all costs incurred by District related to the Turnout, including costs for the planning, design, and construction of the Turnout, in accordance with and subject to the terms hereof.

NOW, THEREFORE, in consideration of the foregoing, of the mutual promises of the parties hereto, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

Section 1. Design and Construction. District shall cause the Turnout to be constructed. District may do so through an amendment to the Construction Contract to include construction of the Turnout, or may, in its discretion, contract separately for construction of the Turnout. Prior to executing such amendment or separate agreement, District will share a draft of the specifications for the Turnout, including any updated estimate of the costs of constructing the Turnout, with City and will consult in good faith with City regarding the same. District shall also provide City with 100% design plans for the Turnout, and City shall have at least ten (10) business days to review, comment on and approve such design plans prior to District's approval of the same.

Section 2. Reimbursement. District agrees to advance all costs related to the construction of the Turnout in reliance on City's promise to reimburse District in accordance with this Agreement. City unconditionally promises to reimburse District for all costs incurred by District

related to the Turnout, including all costs associated with the planning, design, and construction of the Turnout. The parties currently estimate these costs will total approximately \$[XXX] (the "Estimated Cost") as set forth in Exhibit A, attached hereto and incorporated herein by reference. City agrees to reimburse all costs incurred by District related to the Turnout regardless of whether such costs exceed the Estimated Cost. Notwithstanding the foregoing, District shall provide written notice to the City, including a copy of any proposed change order or other relevant documentation, at least ten (10) business days prior to authorizing any costs for the Turnout in excess of one hundred ten percent (110%) of the Estimated Cost, and such work shall not proceed without City's written authorization. In the event the City does not provide the approvals described in Section 1 and Section 2 of this Agreement, the City shall still be responsible for reimbursing all costs incurred by the District related to the planning, design, and construction of the Turnout, including any increased costs from delay or suspension of work pending the City's authorization to proceed.

Section 3. Invoice and Payment. When construction of the Turnout is substantially complete, District shall issue an invoice to City reflecting the total amount owed by City to District under this Agreement. City will pay District the amount due as specified in the invoice no later than 60 calendar days after the invoice is sent to City by District. District shall send the invoice to City electronically by email or by certified United States Mail, return receipt requested, to the following:

City of San Juan Bautista
Attn: City Manager
311 Second Street
PO Box 1420
San Juan Bautista, CA 95045
citymanager@san-jaun-bautista.ca.us

Interest shall accrue at the rate of 10% per annum on any sums remaining unpaid more than 60 days after District sends it invoice City. Notwithstanding any other agreement between District and City, and without limiting or waiving any other remedies, District may refuse to deliver water to City through the Turnout unless and until City has been paid all sums due to District under this Agreement.

Section 4. Construction Disputes . City shall reimburse District for all costs incurred by District related to the Turnout and invoiced to City in accordance with this Agreement regardless of whether City contends any design or construction work related to the Turnout was defective. District and City agree to work cooperatively together to address any contentions regarding defective design or construction work related to the Turnout. District agrees to either (i) diligently prosecute any related claims against the applicable contractor or (ii) assign such claims to City for prosecution. The District shall have no liability to City for any cost, loss or expense incurred by City arising from defective design or construction work related to the Turnout.

Section 5. District to Retain Discretion. District shall retain all authority and discretion to modify the Construction Contract, and to make all payments, decisions and approvals related to implementation of the Construction Contract. District shall not be bound by any recommendations or conclusions reached by its consultants, and District may accept or reject, in whole or in part, any such recommendations or conclusions that District, in its reasonable

and sole discretion, deems to be unreasonable or contrary to District's ordinances and regulations or other applicable law or regulations.

Section 6. Term. The term of this Agreement shall commence on the Effective Date and shall terminate when all work required under the Construction Contract with regard to the Turnout has been completed to District's reasonable satisfaction and City has satisfied all of its obligations under this Agreement to reimburse District for all costs related to the Turnout.

Section 7. Successors and Assigns. This Agreement shall be binding on the parties hereto and their respective officers, elected officials, employees, agents, contractors, and permitted successors and assigns.

Section 8. Severability. Each provision of this Agreement shall be considered severable, and if for any reason any provision which is not essential to the basic purposes of this Agreement is determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those provisions of this Agreement which are valid.

Section 9. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California.

Section 10. Representation of Authority. Each party signing this Agreement represents and warrants to the other party that all necessary legal prerequisites to that party's execution of this Agreement have been satisfied and that he or she has been authorized to sign this Agreement and bind the party on whose behalf he or she signs.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date of the last signatory.

SAN BENITO COUNTY WATER DISTRICT

By: Dana Jacobson
San Benito County Water District
General Manager

Date: _____

CITY OF SAN JUAN BAUTISTA

By: Ashley Collick
City of San Juan Bautista
City Manager

Date: _____

EXHIBIT A

[insert estimate]

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 8

Meeting Date: September 24, 2025

Submitted By: Dana Jacobson

Presented By: Dana Jacobson

Agenda Title: Consider Approval of a contract with Todd Groundwater for the North San Benito Subbasin Groundwater Sustainability Plan Periodic Evaluation and Amendment in the amount Not to Exceed \$404,230 and Authorize the General Manager to execute contract

Detailed Description: The San Benito County Water District (GSA), in partnership with Valley Water, is the Groundwater Sustainability Agency (GSA) for the North San Benito Subbasin. The GSA is responsible for ongoing compliance with the Sustainable Groundwater Management Act (SGMA), which requires GSAs to submit a Groundwater Sustainability Plan (GSP) for review and approval by the California Department of Water Resources (DWR). The GSA for the North San Benito Subbasin initially submitted its GSP to DWR in January of 2022 and it was approved by DWR in July of 2023.

SGMA also requires that GSAs submit annual reports documenting groundwater conditions each year and requires GSAs to perform Periodic Reviews of their GSP at least every five years and/or when their GSP is amended. The first Periodic Evaluation of the North San Benito Subbasin GSA is due to DWR by January 31, 2027.

DWR's approval of the GSP was subject to the conditions in the GSP Assessment Staff Report, which included four corrective actions that needed to be addressed in a subsequent GSP. These corrective actions are substantial enough that they will require an amendment to the existing GSP, in addition to the Periodic Evaluation, and include:

- **Recommended Corrective Action 1** - Update the sustainable management criteria for degraded water quality to provide clear definitions of undesirable results.
- **Recommended Corrective Action 2** - Identify the minimum threshold exceedances that constitute an undesirable result for land subsidence.
- **Recommended Corrective Action 3** - Consider utilizing the interconnected surface water guidance, as appropriate, when issued by the Department to establish quantifiable minimum thresholds, measurable objectives, and management actions. Continue to fill data gaps.
- **Recommended Corrective Action 4** - Identify the total number of monitoring wells and monitoring schedule in the degraded water quality monitoring network.

DWR has also released new guidance on management criteria used to evaluate the sustainability of the basis, particularly related to subsidence and interconnected surface water, which results in the need to amend the GSP. If DWR determines that the corrective actions are satisfactorily addressed in the revised GSP, only the Periodic Evaluation will be required every five years.

Given that Todd Groundwater is most familiar with the North San Benito Subbasin and regularly develops the GSA's annual report and maintains its groundwater model, it would be the most cost-effective approach to have them perform the Periodic Evaluation and GSP amendment. The Todd Groundwater Proposal contains 13 total tasks with an estimated 1,556 labor hours to complete the work and a budget of \$404,230. The tasks are listed below.

- Task 1. Project Management
- Task 2. Periodic Evaluation of 2022 GSP
- Task 3. Outreach and Stakeholder Engagement
- Task 4. Compile and Review Data; Extend and Update Data Management System (DMS)
- Task 5. Review Plan Area
- Task 6. Review Basin Setting Components
- Task 7. Subbasin Surface Water and Groundwater Model Revisions
- Task 8. Update Water balance
- Task 9. Review and Revise Sustainability Criteria
- Task 10. Review and Revise Management Actions and Projects
- Task 11. Update Plan for GSP Implementation
- Task 12. Update Monitoring Networks and Protocols
- Task 13. Prepare and Compile GSP Amendment

Prior Committee or Board Action:

September 18, 2025 Groundwater Sustainability Agency Committee Meeting

Financial Impact: X Yes No

The Todd Groundwater contract will be billed on a time and material basis and will not exceed a total of \$404,230. The District's SGMA fund will have a balance of approximately \$1.2 million after fully repaying the loan to Zone 1 used for program startup costs. The District will therefore be able to use these funds to cover the costs associated with this contract.

Funding Source/ Recap: N/A

Materials included:

1. Committee Recommendation from the Groundwater Sustainability Agency Committee
2. Todd Groundwater Proposal/Professional Services Contract
3. PowerPoint Presentation

Recommendation: Staff and the Committee Recommend the Board Approve a contract with Todd Groundwater for the North San Benito Subbasin Groundwater Sustainability Plan Periodic Evaluation and Amendment and authorize the General Manager to execute it.

Action Required: ____ Resolution X Motion ____ Review

Board Action

Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

BOARD AGENDA MEMO

DATE: September 18, 2025

TO: Board of Directors

FROM: Groundwater Sustainability Agency (GSA) Committee
(Flores/Williams)

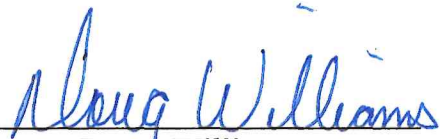
SUBJECT: Committee Recommendation to Board Approving Contract with
Todd Groundwater for the North San Benito Subbasin
Groundwater Sustainability Plan Periodic Evaluation and
Amendment

The Groundwater Sustainability Agency (GSA) Committee met on September 18, 2026, and staff reviewed the proposal from Todd Groundwater.

The GSA Committee recommends the Board approve a contract with Todd Groundwater for the North San Benito Subbasin Groundwater Sustainability Plan Periodic Evaluation and Amendment in the amount Not to Exceed \$404,230 and Authorize the General Manager to execute the contract.



Director Sonny Flores



Director Doug Williams

SAN BENITO COUNTY WATER DISTRICT PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made and entered into this 24th day of September, 2025, by and between the San Benito County Water District, ("District,") and Todd Groundwater, ("Consultant").

1. Description of Project: District desires to undertake a project to prepare the North San Benito Groundwater Subbasin Periodic Evaluation and Plan Amendment for submittal to the Department of Water Resources (DWR) in accordance with the Sustainable Groundwater Management Act (SGMA) ("the project") and to engage Consultant to provide the required professional services relating to the project.

2. Scope of Services - Basic; Completion: Consultant shall perform those basic services in connection with the project as are set forth more particularly in EXHIBIT "A" entitled "SCOPE" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

3. Scope of Services - Additional, Completion Schedule: It is understood by District and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in EXHIBIT "A". In each such instance, Consultant shall advise the District, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if applicable). Consultant shall not proceed to perform any such required additional services until District has determined that such service is beyond the scope of the basic services to be provided, is required, and has given written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consultant Service Order No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached as EXHIBIT "D" entitled "SCOPE OF CONSULTANT SERVICES - ADDITIONAL; COMPLETION SCHEDULE."

4. Changes to Scope of Work - Basic Services: District may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify District in writing. Upon agreement between District and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by District and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

5. Compensation; Retention: Consultant shall be compensated for services rendered to District pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT "B" entitled "COMPENSATION." Amounts due to Consultant from District for services rendered shall be evidenced by the submission to District

by Consultant of an invoice, prepared in a form satisfactory to District, setting forth the amount of compensation due for the period covered. Invoices, including the paid invoices of any subconsultants shall, at a minimum set forth the hours and hourly rates of each individual charged to the Project for the invoice period. Compensation shall not include the cost of executive, administrative and other personnel whose time is not directly identifiable to the Project. Each such invoice shall be forwarded to District so as to reach it on or before the fifteenth (15th) day of the month next following the month or months, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. District will make payment on each such invoice within thirty (30) days of its receipt, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then District shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

6. Responsibility of Consultant: By executing this Agreement, Consultant warrants to District that Consultant possesses, or will arrange to secure from others, all of the professional capabilities, experience, resources and facilities necessary to provide to District the services contemplated under this Agreement. Consultant further warrants that it will follow the highest current, generally accepted professional care, skill, diligence and practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project for which services are rendered under this Agreement and that the Consultant shall, at no cost to the District, re-perform services which fail to satisfy the foregoing Standard of Care.

7. Responsibility of District: To the extent appropriate to the project contemplated by this Agreement, District shall:

7.1 Assist Consultant by placing at its disposal all available information pertinent to the project, including previous reports and any other relevant data.

7.2 Guarantee access to and make all provision for Consultant to enter upon public and private property as required for Consultant to perform its services.

7.3 Examine all studies, reports, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

7.4 Designate in writing a person to act as District's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define District's policies and decision with respect to materials, equipment, elements and systems pertinent to Consultant's services.

8. Indemnification: Consultant shall hold District, its officers, boards and commissions, and members thereof, its employees (collectively "District"), harmless of and free from the

negligent acts, errors and omissions of Consultant arising out of its performance of the services provided under this Agreement. Should District be named in any suit, or should any claim be made against District by suit or otherwise arising out of this Agreement, or Consultant's negligent acts, errors and omissions in its performance of the services provided for by this Agreement, Consultant shall defend and indemnify the District for any judgment rendered against District or by any sums paid out in settlement or otherwise, but only to the extent caused by the negligent act, error or omission in the rendering of services under this contract.

9. Insurance: During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following insurance coverage:

9.1 Workers' Compensation Insurance to cover its employees, and Consultant shall require all contractors and subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. Each Workers' Compensation policy shall be endorsed with the provision that it will not be canceled or altered without first giving thirty (30) days prior notice to the District by certified or registered mail.

9.2 Public Liability Insurance including personal injury and property damage insurance for all activities of the Consultant and its contractors and subcontractors arising out of or in connection with this contract, written on a comprehensive general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, products liability and completed operations, hazards, vehicle coverage and non-owned auto liability coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit personal injury and property damage for each occurrence.

9.3 Professional Liability Insurance Covering Errors and Omissions. The limits of coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) with a provision for no more than \$25,000 deductible. Consultant may not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional consultants.

9.4 Certificates of Insurance and properly executed endorsements in a form acceptable to the District Counsel evidencing the coverage required by the clauses set forth above shall be filed with the District at the time of execution of this agreement. Each such policy shall be endorsed with the following language:

(1) The San Benito County Water District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(2) The insurance provided is primary and no other insurance held or owned by the District shall be called upon to contribute to a loss.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured.

(4) The coverage provided by this policy shall not be canceled, non-renewed, or substantially reduced in amount or scope, without thirty (30) days prior to written notice given to the District by certified mail.

(5) All rights of subrogation are hereby waived against the District, its officers and employees when acting within the scope of their appointment or employment.

10. Confidentiality: All District information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by District, or required by law.

11. Conflict of Interest: Consultant warrants that neither Consultant, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest which would conflict in any manner with the performances of services hereunder.

12. Nondiscrimination: During the performance of this Agreement, Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex or age.

13. Independent Contractor: District and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to District.

14. Commencement of Services: Consultant shall proceed with the project upon execution of this Agreement by the parties.

15. Notice to Proceed; Progress; Completion: Upon execution of this Agreement by the parties, District shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

16. Ownership of Documents: Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with District at such time as District has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

17. Designation of Key Personnel: The individuals specified in the attached EXHIBIT "C" shall provide the services set forth herein, and shall be the persons primarily in charge of such work. Prior to the provision of work by any other individuals on this project, such other individuals shall first be approved, in writing, by the District Manager or his designee.

18. Mistake of Fact: Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

19. Term; Termination: The term of this Agreement shall commence upon District's issuance to Consultant of a notice to proceed for all or a portion of the work, as herein above provided, and shall terminate upon District's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retention. Notwithstanding the foregoing, District may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all services rendered and work performed for District to the date of such termination.

20. General Provisions:

20.1 Access to Records: Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for District under this Agreement on file for at least one (1) year following the date of final payment to Consultant by District. Any duly authorized representative(s) of District shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to District's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the District, falling under the provisions of SECTION 4 herein above.

20.2 Assignment: This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either District or Consultant without the prior written consent of the other. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

20.3 Compliance with Laws, Rules, Regulations: All services performed by Consultant pursuant to this Agreement shall be performed in full compliance with all applicable federal, state, and District laws, including any rules, standards or regulations promulgated thereunder.

20.4 Exhibits Incorporated: All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

20.5 Integration; Amendment: This Agreement represents the entire understanding of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

20.6 Waiver/Validity: Consultant agrees that waiver by District of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the District of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

21. Jurisdiction: District and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Municipal or Superior Court of the County of San Benito. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

22. Attorney's Fees: In the event any dispute between the parties hereto arising from or relating to this Agreement shall result in litigation, the prevailing party shall be entitled to all reasonable costs, including, but not limited to, actual attorney's fees.

23. Notice: Any notices, required to be given pursuant to this Agreement, shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To District : San Benito County Water District
 30 Mansfield Road
 Hollister, CA 95023
- b. To Consultant: Chad Taylor
 Todd Groundwater
 1301 Marina Village Parkway, Suite 320
 Alameda, CA 94501.

Nothing hereinabove shall prevent either District or Consultant from personal deliver of any

such notices to the other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day and year first above written.

District:

CONSULTANT:

By: _____

By: _____

Title

Title

Date

Date

EXHIBIT A
Scope



August 13, 2025

PROPOSAL

To: Dana Jacobson, General Manager, Brett Miller, Assistant General Manager, and Jeff Cattaneo, Senior Project Manager, San Benito County Water District

From: Maureen Reilly, PE, Principal Engineer and Chad Taylor, PG, CHg, Vice President

Re: **North San Benito Subbasin GSP Periodic Evaluation and Amendment**

Todd Groundwater (Todd) is pleased to submit this scope of work and cost estimate to prepare the North San Benito Groundwater Subbasin Periodic Evaluation and Plan Amendment for submittal to the Department of Water Resources (DWR) in accordance with the Sustainable Groundwater Management Act (SGMA). The San Benito County Water District (SBCWD) and Valley Water serve as the Groundwater Sustainability Agencies for this Subbasin. The GSAs worked with Todd Groundwater to prepare the initial Groundwater Sustainability Plan (GSP) for North San Benito Subbasin, which was submitted in January 2022 and approved by DWR in July 2023.

SGMA recognizes that long-term groundwater management requires routine review of groundwater conditions and GSP performance. For this reason, SGMA requires GSAs to complete Annual Reports documenting groundwater conditions each water year (October 1st through September 30th). SGMA also requires GSAs to review their GSPs and submit a Periodic Evaluation to DWR at least every five years and/or whenever a GSP is amended. Periodic Evaluations are required to include a thorough assessment of Plan performance and the necessity of modifications. A Periodic Evaluation should also describe whether GSP implementation is meeting Subbasin sustainability goals, compare recent groundwater conditions with relevant sustainable management criteria, provide an evaluation of progress in implementing projects and management actions, and assess if GSAs are on track to meet sustainability goals. The first Periodic Evaluation for the Subbasin is due to DWR by January 31, 2027.

Along with its approval, DWR issued a GSP Assessment Staff Report with comments and recommended corrective actions related to the 2022 GSP. The period during which the initial GSP was prepared was also the beginning of SGMA implementation. GSAs around California were all interpreting the requirements of SGMA during this period in an attempt to produce GSPs that complied with the law, met DWR expectations, and honored local sustainability goals. This presented a challenge, as many of the agencies that elected to become GSAs did not have a history of managing complex groundwater conditions like water quality, subsidence, and interconnected surface water.

DWR received dozens of GSPs between 2020 and 2022 and through reviewing these initial GSPs recognized the need for additional guidance and direction to assist GSAs. This resulted not only in common comments and recommendations on initial GSPs, but also in the development of new guidance documents for GSAs on how to assess and develop sustainable management criteria for subsidence and interconnected surface water. In addition, many GSA's initial GSPs (including SBCWD's) relied upon preexisting regional and statewide programs to assist with assessment and management of these and other sustainable management criteria like water quality. DWR's comments and recommendations on the Subbasin GSP were focused on these three sustainable management criteria, as summarized below:

- **Recommended Corrective Action 1** - Update the sustainable management criteria for degraded water quality to provide clear definitions of undesirable results.
- **Recommended Corrective Action 2** - Identify the minimum threshold exceedances that constitute an undesirable result for land subsidence.
- **Recommended Corrective Action 3** - Consider utilizing the interconnected surface water guidance, as appropriate, when issued by the Department to establish quantifiable minimum thresholds, measurable objectives, and management actions. Continue to fill data gaps.
- **Recommended Corrective Action 4** - Identify the total number of monitoring wells and monitoring schedule in the degraded water quality monitoring network.

Additional details of DWR's review and suggestions are provided in the GSP Assessment Staff Report, which encourages additional clarification of the GSP and progress toward resolution of items DWR described as data gaps in the 2022 GSP.

Addressing the recommendations above will require revisions to the sustainable management criteria for the Subbasin GSP which in turn requires completion of an Amended GSP. GSAs have discretion regarding the completion of GSP Amendments as neither SGMA nor GSP Regulations establish when an amendment is required or what components of the Plan should be amended. In general, however, DWR's guidance on this matter is that the more significant or material a change to a GSP or its implementation, the more likely a Plan Amendment is warranted. DWR has specifically stated that a Plan Amendment is warranted in cases where changes made to the overall management of the basin, including sustainable management criteria and/or significant modifications to the representative monitoring sites network. The scope of work below includes a Periodic Evaluation and a Plan Amendment to respond to DWR's comments and recommendations. The scope includes thirteen tasks addressing the following components:

- Task 1. Project Management
- Task 2. Periodic Evaluation of 2022 GSP
- Task 3. Outreach and Stakeholder Engagement
- Task 4. Compile and Review Data; Extend and Update Data Management System (DMS)
- Task 5. Review Plan Area
- Task 6. Review Basin Setting Components

- Task 7. Subbasin Surface Water and Groundwater Model Revisions
- Task 8. Update Water balance
- Task 9. Review and Revise Sustainability Criteria
- Task 10. Review and Revise Management Actions and Projects
- Task 11. Update Plan for GSP Implementation
- Task 12. Update Monitoring Networks and Protocols
- Task 13. Prepare and Compile GSP Amendment

Estimated costs for the tasks above are subdivided into discrete subtasks where appropriate to facilitate project coordination, scheduling, and budget tracking and thereby ensure timely completion of interim and final deliverables. As presented in the project schedule, we are prepared to complete the Periodic Evaluation and Plan Amendment for submittal to DWR in January 2027.

Our team for this project includes the staff that have been assisting SBCWD with groundwater management for over 20 years. The team will be led by Maureen Reilly and will include Iris Priestaf, Chad Taylor, and Gus Yates. For the Periodic Evaluation and Plan Amendment we plan to bring on additional Todd staff including Menso de Jong, Sebastien Poore, and Kyle Young. The roles of each of these key team members are described below.

Maureen Reilly, PE – Project Manager: Maureen Reilly, Principal Engineer, will serve as Project Manager. She will have responsibility for successful completion of the Periodic Evaluation and GSP Amendment to fulfill water code requirements and support SBCWD's ongoing water resources management goals. Maureen will also provide schedule and budget tracking and leadership for report preparation, presentations, and coordination with the GSAs.

Iris Priestaf, PhD – Principal in Charge: Dr. Iris Priestaf, President, will serve as the Principal in Charge with responsibility for quality assurance and quality control during preparation of the Periodic Evaluation and GSP Amendment. She will participate in TAC meetings and review work product at key stages of Periodic Evaluation and GSP Amendment development.

Chad Taylor, PG, CHG – Project Hydrogeologist: Chad Taylor, Vice President and Principal Hydrogeologist, will serve as Project Hydrogeologist. He will lead hydrogeologic assessment tasks and have a role in supporting Maureen and Iris throughout Periodic Evaluation and GSP Amendment including sustainable management criteria (SMC) revision analyses and coordination with and presentations to to the TAC and GSAs.

Gus Yates, PG, CHG – Project Hydrologist: Gus Yates, Senior Hydrologist, will continue to provide hydrologic and groundwater modeling expertise as he has for SBCWD for over 30 years. He will lead model modifications with assistance from Sebastien Poore and Kyle Young. Gus will also contribute to interconnected surface water sustainable management criteria refinement consistent with existing and upcoming guidance from DWR.

Menso de Jong, PhD, PG, - Project Geologist: Dr. Menso de Jong, Senior Geologist, will work with Gus Yates in the refinement of the identification of and planning for sustainable management of interconnected surface water and groundwater dependent ecosystems in the Subbasin. He will also work with Chad to respond to DWR's comments on uncertainty in the hydrogeology of the Subbasin.

Sebastien Poore, PE – Project Engineer: Sebastien Poore, Associate Engineer at Todd Groundwater will coordinate data collection, evaluation, and presentation and have primary responsibility for data quality control and assurance with a focus on supply and demand, the water balance, and water quality.

Kyle Young, PhD – Associate Project Geologist: Dr. Kyle Young, Associate Geologist, will provide support in updating the surface and groundwater models for the Subbasin to reflect recent land use changes and modernized means of estimating irrigation water use through satellite-based remote sensing from the OpenET platform. Dr. Young will also lead the analysis of subsidence and the refinement of the related sustainable management criteria.

These senior leads will be assisted by selected staff who bring relevant expertise and experience in the Subbasin. The scope of work by task and subtask is presented below followed by cost and schedule estimates.

SCOPE OF WORK

Our detailed scope of work to address the required components of this project is presented below.

TASK 1. PROJECT MANAGEMENT

This task will cover project administration and communication between the consultant (Todd) and GSAs for the duration of the project. Three tiers of project coordination/communication are envisioned. This includes consultant team coordination calls (between consultants only), project coordination calls (between SBCWD and consultants), and Technical Advisory Committee (TAC) meetings. The TAC meetings are intended to function as workshops to facilitate exchange of information and results, encourage discussion and feedback on analysis results and completed draft deliverables, and provide guidance on future analyses and deliverables.

Task 1.1 Manage Project

The Project Management Plan will cover an approximate 1.25-year period and will require coordination between the consultant team and GSA personnel. Monthly invoices will document the hours and cost by team members and show progress on project tasks. A brief progress report will be prepared for each invoice showing progress made during the month, next steps for the following billing cycle, and status of schedule and budget.

Task 1.2 Conduct Progress Conference calls

The project team will conduct bi-weekly to monthly progress conference calls to coordinate tasks and share information and data. Work progress will be effectively tracked and obstacles will be identified at the earliest possible time. For calls to be productive and cost effective, not all team members will be present on all calls. Progress calls will be focused on current analyses and include those involved in related tasks.

Task 1 Deliverables

- Monthly progress reports including combined invoices and budget and schedule updates
- Brief notes and action items from Progress Conference Calls

TASK 2. PERIODIC EVALUATION OF 2022 GSP

The initial task for this project includes data collection and the assessment of the status and performance of the 2022 GSP. We will complete this evaluation consistent with the guidance provided in DWR's A Guide to Annual Reports, Periodic Evaluations, & Plan Amendments (October 2023). DWR's guidance requires that the Periodic Evaluation include the information below; which we have organized the into two parts:

Part 1: GSP Evaluation

- Overview - A description of the purpose and scope of the Periodic Evaluation, including information about the GSAs and a summarized overview of the Plan Area.
- Groundwater Model Update – Description of updates to the numerical groundwater model of the Subbasin completed since the 2022 GSP or planned as part of the Plan Amendment.
- Basin Setting Update – Assessment of updates to the hydrogeologic conceptual model, groundwater conditions, water balances, and/or other elements of the Basin Setting based on new information or changed conditions.
- Significant New Information - Documentation of major new data, reports, or developments that have become available since the initial GSP and their implications for the Subbasin.
- Regulations, Ordinances, and Legal Actions - Description of regulatory changes, enforcement actions, or ordinances affecting the Subbasin and their impact on groundwater sustainability.
- Monitoring Network Update and Assessment - Assessment of the monitoring network and identification of data gaps.
- Sustainability Indicators Evaluation - Analysis of sustainability indicators, including groundwater levels, storage, water quality, subsidence and other indicators, compared against Minimum Thresholds (MTs) and Measurable Objectives (MOs) established in the 2022 GSP. We will also discuss possible management areas.

- **GSP Implementation Activities and Progress** - A detailed description of projects and management actions implemented to date, progress toward sustainability goals, and challenges encountered during the evaluation cycle.

Part 2: Recommendations

- **Sustainability Indicators Recommendations** - Potential changes to SMCs, including MTs, MOs, and Undesirable Results (URs), if necessary.
- **Monitoring Network Recommendations** - Recommendation of proposed improvements to address deficiencies and ensure sufficient data collection.
- **Plan Amendments** - Summary of completed or proposed amendments to the GSP, including the rationale for changes and their anticipated benefits.
- **Coordination Activities** - Overview of coordination efforts within the Subbasin and with external agencies or organizations, emphasizing collaborative progress toward regional groundwater sustainability.
- Findings and recommendations will be documented in a Periodic Evaluation chapter or technical memorandum (TM), providing the basis for revisions included in the GSP Amendment.

Task 2.1 Collect Data

We will review key datasets and recent and new information relevant to the Periodic Evaluation from SBCWD, Valley Water, and public sources. At a minimum, the data collected in this subtask are anticipated to include the following:

- Recently constructed well information
- Groundwater quality
- Surface water quality
- Imported CVP, recycled water, WWTP effluent discharges
- Airborne electromagnetic (AEM) geophysical surveys

Data previously collected for the Annual Report will be updated. These include:

- Groundwater elevation
- Groundwater extraction
- Conservation studies/status reports
- Land use maps
- Local Hydrology (e.g., precipitation, streamflow)

Additional data and information may be collected from SBCWD, Valley Water, other public agencies, and/or other public sources during preparation of the Periodic Evaluation.

Task 2.2 Meet with DWR Staff

DWR has indicated a change in their role in SGMA implementation, from being focused primarily on regulating to partnering with GSAs to achieve local sustainability goals. Many

GSAs have benefited from meeting with DWR staff members to discuss conditions, priorities, data availability, and DWR comments and recommendations. In this subtask, we will coordinate remote meetings with DWR staff, Todd team members, and SBCWD management to discuss the DWR Staff Report on the Subbasin and develop a common understanding of the goals of the GSAs for the Subbasin for the Periodic Evaluation. This dialog will be structured to allow Todd and SBCWD personnel to ask clarifying questions of DWR and provide feedback on making practical and feasible changes to the GSP while maintaining local groundwater sustainability priorities.

Task 2.3 Review GSP Basin Setting Chapters

The 2022 GSP presented a comprehensive understanding of the Subbasin that included the hydrogeologic conceptual model (HCM), groundwater conditions, and historical and then-current water balances. The Periodic Evaluation will include a review of these elements of the GSP in comparison to recent conditions, observations, and management of the Subbasin. This review will focus on evaluating the need to modify the information presented in the GSP and/or the tools used for tracking groundwater management in the Subbasin. This may include revisions to the HCM, identification of groundwater conditions that differ from those discussed in the 2022 GSP, or necessary modifications to the tools used for ongoing management of the Subbasin. These tools could include the numerical groundwater model of the Subbasin and the monitoring network. This subtask will also include documentation of potential updates that could be made to improve the GSP for the Plan Amendment.

Task 2.4 Review Sustainability Indicator Performance

We will review recent groundwater and other conditions relative to Subbasin sustainability indicators and identify an approach for reconsideration of Subbasin SMCs, beginning with confirmation of basin goal and objectives, and then considering the specific indicators. This task will include consideration of changing the MOs and MTs associated with water quality, subsidence and interconnected surface water (ISW). DWR recently released draft requirements for assessment and sustainable management of subsidence and is expected to release new guidance on SMCs for ISWs prior to the due date for the Subbasin Periodic Evaluation. We will review the current SMCs and evaluate what additional analyses and/or changes may be needed to address the new guidance. Any revised MTs will still need to be compared to the other SMCs to identify potential undesirable results.

Task 2.5 Prepare Part 1 Technical Memorandum

Findings and recommendations from Tasks 2.1 to 2.4 will be documented in a draft Technical Memorandum (TM) to be circulated to the GSAs for review. Comments will be incorporated in a final Part 1 TM. This TM will provide the basis for development of the SMC reconsideration in Task 2.5.

Task 2.6 Prepare Periodic Evaluation

Findings and recommendations from Task 2.5, the information prepared for the Part 1 TM, and summaries of engagement activities, Plan amendments, and other required components of the Periodic Evaluation, will be documented in an administrative draft Periodic Evaluation to be circulated to the GSAs for review. Comments from review of the administrative draft Periodic Evaluation will be incorporated in a public draft Periodic Evaluation for release to stakeholders and interested parties. Public comments will be reviewed with the GSAs for consideration prior to finalization of the Periodic Evaluation and submittal to DWR.

Task 2 Deliverables:

- Part 1 TM in draft and final, both delivered in electronic formats as Word and pdf files
- Administrative draft, public draft, and final Periodic Evaluation, all delivered electronically as Word and pdf files

TASK 3. OUTREACH AND STAKEHOLDER ENGAGEMENT

This task supports the agency and public engagement needed throughout the GSP process for the credibility, effectiveness, and acceptance of the GSP. An updated Communication Plan will be prepared in coordination with SBCWD staff to guide the outreach process. This document will describe how the GSAs (SBCWD and Valley Water) make decisions for SGMA implementation, engage and inform the diverse public, and recognize beneficial uses and users in relation to the GSP. This Communication Plan will incorporate the basic approach of DWR's Guidance Document on Stakeholder Communication and Engagement and will be included in the Amended GSP along with outreach materials and documentation of outreach activities.

We anticipate outreach activities during GSP Amendment preparation will include two public workshops and four quarterly Technical Advisory Committee (TAC) meetings. We assume SBCWD staff will be responsible for coordinating these events and meetings and Todd will provide technical content for presentations, handouts, and flyers. Production costs for meeting and outreach materials have not been included in the costs for this task.

Task 3.1 Update Communication Plan

The Communication Plan defines the objectives of the outreach program, identifying general groups of stakeholders, considering key messages that the need to be conveyed, identifying venues for communication, outlining a timeline, and providing for self-evaluation. This task anticipates the restart of the Technical Advisory Committee (TAC). The TAC served as a core group who committed to workshop participation, draft deliverable review, active cooperation (for example, data sharing and access to monitoring sites) and provision of input on key 2022 GSP decisions, for example, definition of sustainability criteria and evaluation of possible management actions and projects. Participants could include representatives of local water agencies, planning agencies, non-governmental organizations (NGOs), and community groups; meetings will be held on a regular basis (e.g., quarterly), will be announced on the website, and will be open to the public.

The Communication Plan also will consider the possibility of focused engagement with specific stakeholders that may have interests in groundwater management, but are not currently active in SGMA activities or are more difficult to engage. These may include disadvantaged communities, Spanish speakers, or growers who have not been engaged in groundwater management.

Todd Groundwater's role is to review the Communication Plan, provide material and media for the website, and advise as needed.

Task 3.2 Identify and Notify Stakeholders

This is a key task for the Communication Plan; SBCWD has a long history of collaboration with other public agencies, NGOs, growers, and community groups and has developed stakeholder lists. These will be reviewed, updated, and then supplemented by participants in workshops and meetings and online through the website. The list will be maintained through the GSP process. This task also includes the general notification of stakeholders of GSP activities, including preparation of notices and announcements, and update of the website.

Todd Groundwater staff will review the stakeholder list. We will also review and assist with preparation of notices, announcements, and website postings.

Task 3.3 TAC Meetings

Members of the TAC would be tasked with active participation in the GSP Amendment process. TAC meetings would be held quarterly and be open to the public. Specific tasks involved in support of the TAC and TAC meetings include the following:

- **Coordination.** Develop and maintain contact list for TAC, and provide notification of TAC meetings.
- **Preparation.** Develop agenda, presentations and meeting materials (as needed).
- **Outreach.** Coordinate to assist SBCWD staff in preparing meeting notices, website announcement, press releases, etc.
- **Facilitation and Presentation.** Chair the meetings and provide presentation of technical content.
- **Follow-Up.** Prepare draft and final summaries of workshops. Follow-up on action items.

Four TAC meetings are included in the budget. Todd Groundwater staff will work closely with SBCWD staff and will assist with meeting preparation, outreach, and presentation. We will provide as-needed review of agenda and notices. Our focus will be preparation of technical presentation and meeting materials and participation in meetings, including presentation of technical materials.

Task 3.4 Public Workshops

This task involves public workshops to engage members of the public and additional agencies or interest groups in the planning process. The budget assumes two workshops, with the following topics:

1. Kickoff workshop to discuss need for GSP Amendment and approach to revisions
2. Presentation of draft GSP Amendment with discussion of GSP revisions including any proposed changes to sustainability criteria and projects and management actions

This subtask includes the following:

- **Preparation.** Develop an agenda, workshop plan (staffing, venue, etc.), presentation, and workshop materials including breakout discussion questions (as needed).
- **Outreach.** Coordinate to prepare meeting notices, website announcement, press releases, etc. Arrange for distribution of materials to encourage stakeholder attendance and engagement.
- **Technical Presentation.** Provide presentation of technical content and assist with in-person facilitation to maintain focus and balanced participation by stakeholders.
- **Follow-Up.** Prepare draft and final summaries of workshops. Follow-up with attendance list and action items.

Three public workshops are included in the budget. Todd Groundwater staff will work closely with SBCWD staff; we will assist with workshop preparation, outreach, presentations, and discussions. We will provide as-needed review of agenda and notices. Our focus will be preparation of technical presentation and meeting materials and participation in meetings, including presentation and discussion of technical materials.

Task 3 Deliverables:

- Draft and final Communication Plan in electronic Word and pdf formats
- Updated stakeholder List
- Draft and final meeting agenda, materials, presentations, and summaries for four TAC meetings
- Draft and final workshop agenda, materials, presentations, and summaries for two public workshops

TASK 4. COMPILE AND REVIEW DATA; EXTEND AND UPDATE DATA MANAGEMENT SYSTEM (DMS)

SBCWD has been collecting and compiling groundwater data annually including water levels, water quality, and water use for the Annual Groundwater Report. These data are compiled in a relational database, including capabilities for queries to quickly check and summarize data. The primary effort in this task will be to review and update the current data management system (with respect to SGMA requirements and DWR BMPs), to identify data gaps, and to support the GSP monitoring program. Refinement of the existing single

comprehensive DMS will be completed while maintaining the capability to distinguish data geographically and by management area.

The GSP Amendment will build on the foundation of data management and reporting SBCWD has maintained for decades. SBCWD has prepared Annual Groundwater Reports for the Subbasin for over 30 years. These annual reports compile and analyze a range of data addressing climate, groundwater levels/storage, water quality, surface water flow, water imports, wastewater discharges and water recycling, Subbasin water balances, and water use in the context of basin management.

Major data types and sources listed below were compiled for the 2022 GSP and maintained for Annual Reports. In this sub task, we will briefly review these data with a focus on updating and extending the data sets to address recent conditions related to sustainability criteria and amendment of the GSP.

- Climate Data (precipitation, evaporation, temperature)
- Surficial Data Sets available for the Subbasin
- Land Use
- Satellite-Based Evaporation Estimates (OpenET)
- Aquifers and Aquifer Properties
- Groundwater Elevation Data
- Groundwater Quality Database
- Subsidence Data
- Production Wells/Pumping Data
- Water Resources Planning Documents and Technical Studies

GSP Regulations require development and maintenance of a data management system (DMS) capable of storing and reporting information relevant to the development or implementation of the GSP and monitoring of the basin.

The three current relational databases (stored in Microsoft Access) will be expanded and updated to organize data needed for the GSP Amendment and subsequent ongoing GSP implementation. The overall database structure includes tables that integrate with the way that SBCWD monitors and reports specific data elements. These tables will be reviewed and documented to make the database easy to update and to use. The database contains hydrology information including water levels, climate, local reservoir releases, available streamflow data, and monitoring well construction information tables. The database also contains soils and land use data relating to DWR land use maps and National Resources Conservation Service (NRCS) soil studies. The water quality component of the database was developed as part of the 2004 grant-funded project titled *Development of a Water Quality Program*. The water quality data entry tools have been updated triennially as part of the Annual Report. The entire database will be further updated for the GSP Amendment.

Task 4 Deliverables:

- Description of sources, types, management, and quality assurance / quality control (QA/QC) of data to support the GSP Amendment and subsequent implementation
- Final DMS delivered as electronic copies of the relational database.

TASK 5. REVIEW PLAN AREA

This task begins the preparation of the GSP Amendment with organization and compilation of the required information on the GSAs preparing the GSP. The existing description of jurisdictions, water supply purveyors, and land use planning agencies will be reviewed and updated as necessary so that the amended GSP appropriately describes jurisdiction and cooperation and collaboration among agencies. This task also will update the areal distribution of water supply wells and will provide contemporary descriptions of existing water resources management and monitoring programs. As in the initial GSP, these sections will lay the groundwork for consideration of the interaction of the GSP with existing management and monitoring programs and land use plans.

We assume that little will be changed in this section of the GSP and that SGMA compliance will continue to be led by the SBCWD GSA, cooperating with the Valley Water GSA per the Memorandum of Understanding (MOU), that established the respective roles and responsibilities of the two GSAs in initial GSP preparation and implementation for the shared portions of the Subbasin.

Todd will review and update the Plan Area Chapter including:

- Plan Area and Institutional Setting
- Plan Area Maps and Basin Boundary
- Jurisdictional Areas
- Water Supply and Water Purveyors
- Density of Wells
- Current Monitoring Programs
- Water Resources Management Programs
- Land Use Planning
- Additional GSP Elements

We will also compile the information required for submittal to DWR as identified in GSP Regulations, including the name and address of the GSAs, persons with management authority for implementation of the GSP, designation of and contact information for the GSP Manager, demonstration of the legal authority to implement the GSP, and the costs of GSP implementation and how the GSAs plan to meet those costs.

Task 5 Deliverables:

- Administrative draft Administrative Information and Plan Area Description chapters of the GSP Amendment in electronic formats

TASK 6. REVIEW BASIN SETTING COMPONENTS

The description of the structural and physical characteristics that govern groundwater occurrence, levels, flow, and quality are all included in the Basin Setting section of the GSP. This section of the initial GSP included the HCM and Groundwater Conditions chapters of the initial GSP. Each of the components of these chapters will be reviewed and updated as necessary to reflect new information available since completion of the initial GSP, recent

groundwater conditions, DWR comments and recommendations, and updates through water year 2025.

Task 6.1 Review Hydrogeologic Conceptual Model (HCM)

The HCM in the 2022 GSP is an effective representation of the geologic framework and occurrence and flow of groundwater in the Subbasin. DWR comments indicated there are areas of the HCM that could be refined to perfect the understanding of the structure of the Subbasin. These comments focused on defining the bottom of the Subbasin, delineating the thickness, extent, and relationship between the principal and secondary aquifers, and refining the understanding of the effects of faults on the flow of groundwater in the Subbasin. While these components of the HCM are academically interesting, they have little bearing on sustainable management of the Subbasin. We will review the groundwater management priorities of the GSAs with DWR. The goal of this subtask will be twofold: first, to develop an understanding with DWR of the GSA's priorities and approach to addressing comments on the HCM, and second to efficiently refine the HCM using readily available information. This second goal is likely to include incorporation of new information collected in previously unexplored areas of the Subbasin and information gained using new techniques, such as the recent airborne electromagnetic (AEM) geophysical surveys.

Task 6.2 Review and Update Groundwater Conditions Descriptions

In this subtask we will review the representation of groundwater conditions in the initial GSP and incorporate recent groundwater conditions into the GSP Amendment. As summarized below, considerable information was compiled and analyzed as part of the 2022 GSP and SBCWD's ongoing Annual Reports. The information from Annual Reports completed since submittal of the 2022 GSP will be merged into the GSP Amendment. Documentation in this subtask will include the following:

- Climatic setting including rainfall and reference evapotranspiration patterns (areal and temporal) and temperature
- Surface water gage locations and periods of record for the Pajaro, Pacheco, and San Benito river systems, and miscellaneous measurements
- Source and point of delivery for local reservoirs (e.g., Hernandez and Paicines) and imported water supplies (Central Valley Project)
- Groundwater level data (measured quarterly in 85+ wells; compiled into database; autumn data analyzed and mapped for the Annual Report)
- Groundwater storage (estimated annually (October-October) for the Annual Report)
- Groundwater quality data (compiled and analyzed triennially for the Annual Report)

Todd will update the Groundwater Conditions with an emphasis on updating the characterization of the groundwater system to set the stage for evaluation of any URs, MT, and MOs for groundwater levels, groundwater storage, land subsidence, ISW, and water quality. These evaluations will rely primarily on the water level databases we maintain on behalf of SBCWD.

Groundwater Levels

Groundwater elevation contour maps and hydrographs illustrating wet and dry conditions throughout the Subbasin from the Annual Reports will be reviewed and incorporated into the GSP Amendment. This information will be used to refine the description of flow directions, gradients, seasonal high and low groundwater elevations, long-term and recent water level trends, historical high and low water levels, and hydraulic gradients between principal aquifers so that the amended GSP represents all historical groundwater conditions in the Subbasin.

Groundwater Quality

Understanding the vertical and horizontal distribution of naturally occurring and anthropogenic chemicals of concern in groundwater is an important part of SGMA compliance. Accordingly, we will review the local definition and mapping of constituents of concern (COCs). We will use recently collected data to refine regional-scale maps showing ambient groundwater concentration for these COCs and work with the GSAs to refine the list of local COCs. The 2022 GSP identified total dissolved solids (TDS) and nitrate as COCs but acknowledged that there are other naturally occurring chemicals that should continue to be monitored, including hexavalent chromium and arsenic. Since the completion of the 2022 GSP State and Federal maximum contaminant limits (MCLs) have been developed for per- and polyfluoroalkyl substances (PFAS) perfluorooctane sulfonate (PFOS) and perfluorooctanoic acid (PFOA). Readily available information regarding the presence, distribution, and concentrations of these and other additional chemicals will also be assessed for incorporation into the water quality SMCs for the Subbasin.

Land Subsidence

Text and maps will be developed describing the current extent, cumulative total, and annual rate of land subsidence. To update the status of land subsidence in the Subbasin, we will review updates to the TRE Altamira InSAR Dataset, provided by DWR through the SGMA Data Viewer along with data from local University Navigation Satellite Timing and Ranging System Consortium (UNAVCO) stations. Recent information from these sources will be compared to the 2022 GSP to assess subsidence conditions and support evaluation of the related SMCs.

Interconnected Surface Water and Groundwater-Surface Water Interaction

With the exception of the Pajaro River, creeks and rivers that cross the Subbasin generally flow only seasonally. However, along some reaches of these primarily ephemeral streams there is connection to groundwater. This sometimes presents as pools and/or limited perennial flow from groundwater discharge into the channels when groundwater levels are relatively high. Interconnected surface water is also represented by riparian vegetation in the Subbasin. The streams where interconnected surface water was identified in the 2022 GSP include the San Benito River in the western half of the San Juan Bautista, Tequisquita Slough, and Pacheco Creek as it approaches San Felipe Lake. Surface water-groundwater interconnection will be reviewed and updated based on recent monitoring. Refinement of the documentation of ISW conditions will focus on addressing recent and pending guidance from DWR to support bolstering and/or refining ISW SMCs.

Task 6 Deliverables:

- Administrative draft GSP Amendment Hydrogeologic Conceptual Model and Groundwater Conditions chapters delivered electronically as Word and pdf files

TASK 7. SUBBASIN SURFACE WATER AND GROUNDWATER MODEL REVISIONS

A significant component of the 2022 GSP was the refinement and extension of the surface water and groundwater models for the Subbasin. Prior to the 2022 GSP, these models included only a portion of the Subbasin and had not been comprehensively reviewed and updated in several years. Since completion of the 2022 GSP, the surface water and groundwater models have been maintained and updated annually as part of the Subbasin Annual Reports.

The surface water and groundwater models of the Subbasin remain the best tools for simulating subbasin-wide groundwater conditions and we still believe the model is valid. However, the largest source of uncertainty in these models have long been agricultural groundwater pumping. Private pumping in the Subbasin is not directly metered and only a portion of the Subbasin has historically tracked relative groundwater use through metering run time on pump motors. As a result, the largest groundwater outflow from the Subbasin is effectively unknown and must be estimated. We have historically estimated this component of the Subbasin water balance using land use mapping, which is also inaccurate.

We have been working with SBCWD for several years to evaluate alternative methods of estimating groundwater use, focused on remotely sensed estimates of evapotranspiration (ET). A cost-effective candidate for remotely sensed estimates of ET is the currently free to access OpenET platform. SBCWD is currently evaluating OpenET as an option for estimating groundwater consumption on a parcel basis throughout the Subbasin. This could provide a means of estimating private agricultural groundwater production for modeling and water balance purposes. We assume SBCWD will also use OpenET to assess pumping charges for SGMA implementation throughout the Subbasin.

Applying OpenET estimates of groundwater use will require modification of the surface water and groundwater models. This includes revising the pre-processing methods that have previously been used to estimate pumping based solely on land use. It will also require reevaluation of model calibration so that historical simulations are consistent with measured groundwater and surface water conditions.

This task includes streamlined model revisions to accommodate the change to OpenET estimation of ET and groundwater use and model recalibration. Additional model modifications may be considered if required for other aspects of the GSP Amendment.

Task 7 Deliverables:

- Model update documentation report for inclusion in an appendix to the GSP Amendment delivered electronically in Word and pdf formats

TASK 8. UPDATE WATER BALANCE

Water balances were quantified for historical and then-current conditions for the 2022 GSP using the Subbasin surface water and numerical groundwater models. The water balances have since been updated for each Annual Report. The water balance estimates from the initial GSP and those from the recent Annual Reports will be reviewed and reevaluated using the updated model described in Task 7. If significant differences in calculated water balances are identified the GSP Amendment will be updated to reflect the relevant changes to the historical water balance and related components. If the water balance estimates are relatively unchanged, the GSP Amendment will be modified only to include recent water balance results.

Task 8.1 Update Water Balance Description

Consistent with the hydrogeologic model and the numerical model, this subtask will provide detailed qualitative descriptions of Subbasin inflows and outflows, including between management areas.

All changes to the water balance will be incorporated into the GSP Amendment, including differences in the values and methods of calculation for all water balance components. This will include as-needed edits to representations of the following from the initial GSP to be consistent with model updates, new information, and recent conditions:

- Climate data
- Soil data (to estimate natural percolation)
- Groundwater pumping (annually within Zone 6)
- Imported water use
- Recycled water use
- Selected stream gages on the San Benito River, Willow Creek, and Pacheco creek (historical and/or current data)
- Volume of reclaimed water percolated
- Reservoir releases (Hernandez and Paicines Reservoirs)
- Groundwater pumping (outside Zone 6)
- Spatial distribution of agricultural land by crop
- Rate of percolation in surface water ways (synoptic surveys and flow monitoring are needed on many creeks and rivers)
- Irrigation schedules and efficiencies (needed to calculate return flows from agricultural water use)
- Storativity estimates across the basin
- Subsurface flow

Task 8.2 Update Quantification of the Water Balance

An updated quantified water balance will be incorporated into the GSP Amendment. This will include revision of the historical and current periods to reflect the period since completion of the 2022 GSP and simulated future conditions consistent with the

requirements of SGMA and the initial GSP. These data will be presented in text and a series of tables and graphs illustrating the components of the water balance for the entire Subbasin and each individual Management Area. We will include change in storage estimates for each of the periods and review and potentially revise the estimates of sustainable yield for each Management Area and the entire Subbasin.

Task 8 Deliverables:

- Administrative draft Water Balance chapter of the GSP Amendment in electronic formats

TASK 9. REVIEW AND REVISE SUSTAINABILITY CRITERIA

This task will build on the SMC assessment completed for the Periodic Evaluation and include revisions to the GSP to incorporate any Sustainability Goal, SMC, MT, MO, UR, or other changes identified therein. We anticipate this task will include revisions to the subsidence, water quality, and ISW SMCs. These revisions may include simple text changes to reframe and further explain the components and function of the SMC, which we expect may be the case for subsidence. However, they may also require additional analyses to be consistent with pending guidance from DWR, which will likely be the case for ISW. The effort for this task is shared with the Periodic Evaluation as the changes to SMC must be reflected in that document and then detailed in the GSP Amendment.

All changes to SMC will be consistent with GSP Regulations and the level of detail in the 2022 GSP. This will include documentation of technical reasoning for each SMC. It will also include definition of URs, MTs, and MOs. We anticipate all SMC modifications will be made in consultation and coordinated with SBCWD management. We also expect SMC discussion to be a topic of discussion with the TAC and a component of the second public workshop.

Task 9 Deliverables:

- Administrative draft Sustainability Criteria chapter of the GSP Amendment, delivered electronically

TASK 10. REVIEW AND REVISE MANAGEMENT ACTIONS AND PROJECTS

In this task we will update management policies, programs, and projects for sustainable management of the Subbasin. Already recognized and proposed/planned projects and management actions (PMAs) included in the 2022 GSP will be updated and made current. Additional PMAs may be identified through the GSP Amendment process as local agencies and stakeholders consider undesirable results and thresholds; this task describes the process in which PMAs will be identified, evaluated, and selected relative to sustainability indicators. For selected PMAs, we will work with SBCWD and/or other project proponents to describe PMAs in terms of permitting, CEQA, and legal authority and how they would be implemented, including notification to the public and agencies when they are triggered or terminated.

Given that historical groundwater management has been comprehensive across Management Area boundaries, it is likely that some PMAs will be local or Management Area-specific. These will be described on the basis of the applicable Management Area(s).

Simulation of future scenarios with PMAs will identify the benefits of PMAs on local conditions, the overall and Management Area water balances, and for avoidance of undesirable results. These simulations can aid in selecting and refining proposed management actions and evaluating their potential effects. New or significantly updated PMAs will be simulated using the updated model to assess and document benefits to sustainability.

Task 10 Deliverables:

- Administrative draft Management Actions and Projects chapter, delivered electronically

TASK 11. UPDATE PLAN FOR GSP IMPLEMENTATION

Progress on PMAs have been reported on as part of each of the Annual Reports completed since submittal of the 2022 GSP. In this task we will update description of GSP implementation for the GSP Amendment. This will include steps for GSP and PMA implementation, including schedule and cost estimates. GSP implementation will be described on a Subbasin and Management Area basis, as appropriate. Modifications to the schedules, costs and annual reporting plans will be coordinated with SBCWD, as the entity responsible for GSP implementation.

Task 11 Deliverables:

- Administrative draft GSP Implementation chapter, delivered electronically

TASK 12. UPDATE MONITORING NETWORKS AND PROTOCOLS

The 2022 GSP documented the Subbasin monitoring network that was in place at the time. That network has changed over the years since completion of the initial GSP and this task will include preparation of an updated GSP monitoring network and associated protocols. The goals of the updated monitoring network will be to: 1) provide data relevant to the hydrogeologic conceptual model and water budget and future GSP Periodic Evaluations and Amendments, 2) provide tracking and early warning of changes to groundwater conditions indicative of undesirable results, and 3) demonstrate maintenance of sustainability in the Subbasin.

As part of this task we will also work with SBCWD staff to evaluate the adequacy of the current monitoring network and associated protocols. This will include evaluation of gaps in the monitoring network and identification of approaches to addressing any gaps by adding new or replacement monitoring wells. The goal will be to maintain a monitoring network that is consistent with DWR's monitoring BMPs from which SBCWD can collect data of sufficient quality, distribution, and frequency to characterize groundwater and related

surface water conditions and to track changes, including short-term, seasonal, and long-term trends.

All changes to the monitoring network will be described in a revised chapter for the GSP Amendment. The resulting chapter will describe the monitoring network in terms of its coverage of the relevant sustainability indicators consistent with the 2022 GSP. The description will include the following:

- Density of monitoring sites and frequency of measurements to demonstrate short-term, seasonal, and long-term trends
- Scientific rationale for site selection
- Consistency with data and reporting standards
- Corresponding sustainability indicator, minimum threshold, measurable objective, and interim milestone
- Location and type of each site on a map.

New wells that have been added to the network to fill data gaps identified in the 2022 GSP will be highlighted.

Changes to monitoring protocols will also be documented. This will include technical standards, data collection methods, and other procedures or protocols to ensure reliable and comparable data and methodologies, consistent with SGMA and GSP Regulations. SBCWD staff can refer to these protocols in the future so that monitoring remains consistent and meets the requirements and goals of SGMA and the GSP, respectively.

Task 12 Deliverables:

- Administrative draft Monitoring Programs chapter, delivered electronically

TASK 13. PREPARE AND COMPILE GSP AMENDMENT

As indicated in the previous tasks, individual chapters of the GSP Amendment will be prepared as the project progresses. In addition, comments from GSA and TAC review will be incorporated as the GSP Amendment draft is developed in this task. This task also involves assembling the document into a coordinated and unified report that clearly describes the data, methods, and analyses in a stand-alone GSP.

Task 13.1 Assemble Draft GSP Chapters into Draft GSP

The draft GSP Amendment chapters with revisions from GSA and TAC review will be compiled and incorporated into a comprehensive draft GSP Amendment. The draft GSP Amendment will be presented at one of the last technical workshops and the draft will subsequently be released to the public for additional review by the GSAs, TAC, and stakeholders. We will assist SBCWD in collecting comments during this public workshop and establishing a protocol for receiving and responding to written comments submitted following the workshop. For costing purposes, electronic submittals are assumed throughout this process.

Task 13.2 Prepare Final GSP

GSA and stakeholder comments will be incorporated into the Final GSP Amendment. The document will be presented at a public hearing, coincident with an SBCWD Regular or Special Board Meeting for adoption by the SBCWD GSA. The Final GSP Amendment will also need to be presented to the Valley Water GSA for adoption by that agency prior to submittal to DWR.

Task 13.3 Prepare Files for DWR Submittal

We will submit the GSP Amendment to DWR through the SGMA portal with all supporting documentation and references.

Task 13 Deliverables:

- Draft GSP Amendment for public release, delivered electronically as a pdf with all available appendices
- Final GSP Amendment for adoption by SBCWD and Valley Water GSA Boards and submittal to DWR, delivered electronically as a single pdf with all appendices
- Final GSP Amendment with comparison to 2022 GSP for submittal to DWR for review, delivered electronically as a single pdf of GSP Amendment text and figures

SCHEDULE

We are prepared to begin work on this project as soon as possible following a notice to proceed from SBCWD and will provide the final Periodic Evaluation and GSP Amendment prior to the January 2027 deadline for submittal to DWR. We recommend a meeting to establish the schedule for major project milestones be set immediately following notice to proceed. We will use the major milestone schedule to draft a summary schedule for the entire project for review and discussion with SBCWD staff and management thereafter.

BUDGET

We estimate the total to complete the scope of work presented above at \$404,230. A detailed cost estimate is included in the attached Table 1. As described above, this total cost reflects the requirement for completion and submittal of a Periodic Evaluation and the need to produce an amended GSP to address comments and recommendations from DWR.

As noted in the introduction to this proposal, DWR's review of statewide initial GSPs identified common comments and recommendations for changes to GSPs. The nature of these comments and recommendations on the Subbasin GSP are what triggers the need to produce a GSP Amendment at this time. We do not anticipate the need to amend the GSP every five years and hope that future Periodic Evaluations can be completed without an accompanying GSP Amendment. If this is the case, we expect the level of effort for five-year Periodic Evaluations to be similar to that identified in Task 2 of the attached detailed budget. With current Todd staff and billing rates this cost is \$100,700, and we anticipate

that budgets for future Periodic Evaluations at the five-year cycles required by SGMA will be similar.

Todd Groundwater invoices monthly on a time and material basis in accordance with the attached Schedule of Charges. While we typically increase rates annually in January and the majority of the work on this project is anticipated to occur in 2026, we have used 2025 billing rates for this project and are willing to hold these rates constant for the duration of the project in recognition of our long and important relationship with SBCWD.

Table 1. Estimated Costs - North San Benito Subbasin GSP Periodic Evaluation and Amendment

	2025 Hourly Rates	Iris Priestad, Principal-in- Charge \$310/hr	Maureen Ralby, Project Manager and Principal Engineer \$300/hr	Chad Taylor, Principal Hydrogeologist \$300/hr	Gu Yitex, Project Hydrologist \$300/hr	Menso de Jong, Project Geologist \$270/hr	Sebastian Poore, Project Engineer \$230/hr	Kyle Young, Associate Project Geologist \$200/hr	Staff Geologist \$175/hr	GIS Analyst/ Graphics \$190/hr	Administrative \$160/hr	Total Labor Hours	Total Labor Costs	Travel Costs	Total Costs
Task 1. Project Management															
Task 1.1 Manage Project		0	30	0	0	0	0	0	0	0	5	35	\$9,800	\$0	\$9,800
Task 1.2 Conduct Progress Conference calls		2	20	10	0	0	0	0	0	0	0	32	\$9,620	\$0	\$9,620
Task 1 Subtotal:		2	50	10	0	0	0	0	0	0	5	67	\$19,420	\$0	\$19,420
Task 2. Periodic Evaluation of 2022 GSP															
Task 2.1 Collect Data		0	0	0	0	10	10	10	10	20	0	60	\$12,550	\$0	\$12,550
Task 2.2 Meet with DWR Staff		10	20	20	10	10	10	10	10	0	0	90	\$25,100	\$0	\$25,100
Task 2.3 Review GSP Basin Setting Chapters		0	5	5	5	10	0	10	10	0	0	45	\$10,950	\$0	\$10,950
Task 2.4 Review Sustainability Indicator Performance		10	20	10	0	10	0	10	0	0	0	60	\$16,800	\$0	\$16,800
Task 2.5 Prepare Part 1 Technical Memorandum		5	20	10	5	5	5	5	5	20	0	75	\$19,350	\$0	\$19,350
Task 2.6 Prepare Periodic Evaluation		5	20	20	5	5	5	5	5	10	0	60	\$15,950	\$0	\$15,950
Task 2 Subtotal:		30	85	50	25	50	30	50	20	50	0	390	\$100,700	\$0	\$100,700
Task 3. Outreach and Stakeholder Engagement															
Task 3.1 Update Communication Plan		2	5	0	0	0	0	0	0	2	0	9	\$2,500	\$0	\$2,500
Task 3.2 Identify and Notify Stakeholders		0	5	0	0	0	0	0	0	0	0	5	\$1,500	\$0	\$1,500
Task 3.3 TAC Meetings		10	20	10	5	5	5	5	5	0	0	60	\$17,100	\$1,000	\$18,100
Task 3.4 Public Workshops		10	25	10	0	5	5	5	5	10	0	65	\$17,850	\$500	\$18,350
Task 3 Subtotal:		22	55	20	5	10	5	10	0	12	0	139	\$38,950	\$1,500	\$40,450
Task 4. Compile and Review Data; Extend and Update Data Management System (DMS)															
Task 4.1 Review Data		0	5	0	0	5	5	5	5	10	0	45	\$9,600	\$0	\$9,600
Task 4 Subtotal:		0	5	0	0	5	5	5	5	10	0	45	\$9,600	\$0	\$9,600
Task 5. Review Plan Area															
Task 5.1 Review Basin Setting Components		2	5	0	0	0	0	0	0	5	0	17	\$3,945	\$0	\$3,945
Task 5.2 Review Hydrogeologic Conceptual Model (HCM)		0	0	10	5	20	0	10	5	0	0	50	\$12,775	\$0	\$12,775
Task 5.3 Review and Update Groundwater Conditions Descriptions		2	5	2	0	20	0	10	0	5	0	46	\$11,670	\$0	\$11,670
Task 5 Subtotal:		2	5	12	7	40	0	20	5	5	0	96	\$24,445	\$0	\$24,445
Task 7. Subbasin Surface Water and Groundwater Model Revisions															
Task 7.1 Update Water Balance		2	10	10	30	0	100	60	0	10	0	222	\$52,520	\$0	\$52,520
Task 7.2 Update Quantification of the Water Balance		0	5	0	0	0	5	5	5	0	0	15	\$3,650	\$0	\$3,650
Task 7 Subtotal:		2	15	10	30	0	105	65	5	10	0	237	\$56,170	\$0	\$56,170
Task 9. Review and Revise Sustainability Criteria															
Task 9.1 Update Water Balance Description		2	10	20	10	20	20	20	30	0	5	195	\$53,050	\$0	\$53,050
Task 9 Subtotal:		2	10	20	10	20	20	20	30	0	5	195	\$53,050	\$0	\$53,050
Task 10. Review and Revise Management Actions and Projects															
Task 10.1 Update Plan for GSP Implementation		2	10	0	0	0	0	0	0	5	0	17	\$4,570	\$0	\$4,570
Task 10 Subtotal:		2	10	0	0	0	0	0	0	5	0	17	\$4,570	\$0	\$4,570
Task 12. Update Monitoring Networks and Protocols															
Task 12.1 Assemble Draft GSP Chapters into Draft GSP		10	30	10	5	5	5	5	5	20	0	90	\$23,900	\$0	\$23,900
Task 12.2 Prepare Final GSP		10	20	10	5	5	5	5	5	20	0	80	\$20,900	\$0	\$20,900
Task 12.3 Prepare Files for DWR Submittal		2	10	0	0	0	0	0	0	10	0	22	\$5,520	\$0	\$5,520
Task 12 Subtotal:		22	60	20	10	10	10	10	10	0	0	192	\$50,320	\$0	\$50,320
Estimated Totals:		100	415	172	87	145	205	205	50	172	5	1,556	\$402,730	\$1,500	\$404,230



PLANNING • DEVELOPMENT • MANAGEMENT • PROTECTION

SCHEDULE OF CHARGES: 2025

Title	Name	Hourly Rate
President	Iris Priestaf	\$310
Principal Hydrogeologist / Vice President	Chad Taylor	\$300
Principal Hydrogeologist	Michael Maley	\$300
Principal Engineer	Maureen Reilly	\$300
Principal Hydrogeologist	Liz Elliott	\$300
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Senior Hydrologist	Gus Yates	\$300
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EXHIBIT B
Compensation

Table 1. Estimated Costs - North San Benito Subbasin GSP Periodic Evaluation and Amendment



Project Management Dashboard - Q3 2023														Overall Totals	
Task ID	Task Name	Status	Priority	Assigned To	Start Date	End Date	Duration (Days)	Hours Logged	Budget (USD)	Actual Cost (USD)	Variance (USD)	Progress (%)	Comments	Summary	
														Total Hours	Total Cost
Task 1: Project Management															
Task 1.1	Project Kick-off	Completed	High	John Doe	2023-07-01	2023-07-05	5	40	\$5,000	\$4,800	\$200	100%	Initial meeting with stakeholders.	40	\$5,000
Task 1.2	Define Project Scope	In Progress	High	Jane Smith	2023-07-06	2023-07-15	10	20	\$3,000	\$2,500	\$500	75%	Scope definition meeting held.	20	\$3,000
Task 1.3	Identify Key Stakeholders	Completed	Medium	Mike Johnson	2023-07-01	2023-07-03	3	10	\$1,500	\$1,500	\$0	100%	Stakeholder list finalized.	10	\$1,500
Task 2: Development & Testing															
Task 2.1	Develop Core Features	In Progress	High	Alice Brown	2023-07-16	2023-08-15	30	120	\$15,000	\$12,000	\$3,000	80%	Core features development underway.	120	\$15,000
Task 2.2	Implement User Interface	On Hold	Medium	Bob White	2023-07-16	2023-08-15	30	0	\$8,000	\$0	\$8,000	0%	UI development paused due to scope changes.	0	\$8,000
Task 2.3	Review Core Features	Completed	High	Charlie Green	2023-07-16	2023-07-20	5	20	\$2,500	\$2,500	\$0	100%	Core features review completed.	20	\$2,500
Task 2.4	Review User Interface	In Progress	Medium	Diana Black	2023-07-21	2023-08-15	25	10	\$4,000	\$1,000	\$3,000	25%	UI review in progress.	10	\$4,000
Task 2.5	Integrate Third-Party Services	On Hold	Medium	Eve Blue	2023-07-16	2023-08-15	30	0	\$6,000	\$0	\$6,000	0%	Integration paused due to API changes.	0	\$6,000
Task 2.6	Prepare Final Deployment	Planned	High	Frank Purple	2023-08-16	2023-08-20	5	20	\$3,000	\$0	\$3,000	0%	Deployment preparation starting.	0	\$3,000
Task 3: Deployment & Monitoring															
Task 3.1	Deploy to Production	Completed	High	Grace Yellow	2023-08-21	2023-08-22	2	10	\$2,000	\$2,000	\$0	100%	Successful deployment.	10	\$2,000
Task 3.2	Monitor System Health	In Progress	High	Henry Orange	2023-08-23	2023-09-05	14	30	\$4,000	\$1,500	\$2,500	38%	Monitoring dashboard active.	30	\$4,000
Task 3.3	Gather User Feedback	Planned	Medium	Ivy Green	2023-09-06	2023-09-15	10	0	\$1,000	\$0	\$1,000	0%	Feedback collection starting.	0	\$1,000
Task 3.4	Plan Future Updates	On Hold	Low	Jack Blue	2023-09-16	2023-09-30	15	0	\$1,500	\$0	\$1,500	0%	Future update planning paused.	0	\$1,500
Task 4: Reporting & Review															
Task 4.1	Compile Project Report	In Progress	Medium	Karen Red	2023-09-01	2023-09-15	15	10	\$2,000	\$1,000	\$1,000	50%	Report compilation in progress.	10	\$2,000
Task 4.2	Review Project Performance	Completed	High	Liam Purple	2023-09-16	2023-09-18	3	15	\$1,500	\$1,500	\$0	100%	Project performance review completed.	15	\$1,500
Task 4.3	Finalize Project Budget	On Hold	Medium	Mia Orange	2023-09-19	2023-09-30	12	0	\$1,200	\$0	\$1,200	0%	Budget finalization paused.	0	\$1,200
Task 4.4	Archive Project Documents	Planned	Low	Noah Green	2023-09-31	2023-10-05	6	0	\$600	\$0	\$600	0%	Document archiving planned.	0	\$600
Task 5: Subsystem A Development															
Task 5.1	Design Subsystem A	In Progress	High	Olivia Blue	2023-07-01	2023-08-15	45	180	\$9,000	\$7,000	\$2,000	78%	Subsystem A design in progress.	180	\$9,000
Task 5.2	Implement Subsystem A	On Hold	Medium	Peter Red	2023-07-01	2023-08-15	45	0	\$7,000	\$0	\$7,000	0%	Subsystem A implementation paused.	0	\$7,000
Task 5.3	Test Subsystem A	Planned	High	Quinn Purple	2023-08-16	2023-09-15	30	0	\$3,000	\$0	\$3,000	0%	Subsystem A testing planned.	0	\$3,000
Task 5.4	Deploy Subsystem A	On Hold	Medium	Rachel Orange	2023-09-16	2023-09-30	15	0	\$1,500	\$0	\$1,500	0%	Subsystem A deployment paused.	0	\$1,500
Task 6: Subsystem B Development															
Task 6.1	Design Subsystem B	In Progress	High	Sam Green	2023-07-01	2023-08-15	45	180	\$9,000	\$7,000	\$2,000	78%	Subsystem B design in progress.	180	\$9,000
Task 6.2	Implement Subsystem B	On Hold	Medium	Tina Blue	2023-07-01	2023-08-15	45	0	\$7,000	\$0	\$7,000	0%	Subsystem B implementation paused.	0	\$7,000
Task 6.3	Test Subsystem B	Planned	High	Uma Red	2023-08-16	2023-09-15	30	0	\$3,000	\$0	\$3,000	0%	Subsystem B testing planned.	0	\$3,000
Task 6.4	Deploy Subsystem B	On Hold	Medium	Victor Purple	2023-09-16	2023-09-30	15	0	\$1,500	\$0	\$1,500	0%	Subsystem B deployment paused.	0	\$1,500
Task 7: Integration & Testing															
Task 7.1	Integrate Subsystems A & B	In Progress	High	Wendy Orange	2023-08-16	2023-09-15	30	120	\$6,000	\$4,000	\$2,000	67%	Integration testing in progress.	120	\$6,000
Task 7.2	Perform UAT	Planned	High	Xavier Green	2023-09-16	2023-09-25	10	0	\$2,000	\$0	\$2,000	0%	User Acceptance Testing planned.	0	\$2,000
Task 7.3	Final Review	On Hold	Medium	Yara Blue	2023-09-26	2023-09-30	5	0	\$1,000	\$0	\$1,000	0%	Final review paused.	0	\$1,000
Task 8: Project Closure															
Task 8.1	Final Report	Planned	Low	Zoe Yellow	2023-10-01	2023-10-05	6	0	\$1,000	\$0	\$1,000	0%	Final report writing.	0	\$1,000
Task 8.2	Project Handover	Planned	Medium	Adam Purple	2023-10-06	2023-10-10	5	0	\$1,000	\$0	\$1,000	0%	Handover meeting.	0	\$1,000
Task 9: Post-Project Review															
Task 9.1	Retrospective	Planned	Low	Bella Orange	2023-10-11	2023-10-15	5	0	\$1,000	\$0	\$1,000	0%	Retrospective meeting.	0	\$1,000
Task 9.2	Feedback Collection	Planned	Medium	Charlie Green	2023-10-16	2023-10-20	5	0	\$1,000	\$0	\$1,000	0%	Feedback collection.	0	\$1,000
Task 10: Future Planning															
Task 10.1	Next Steps	Planned	Low	Daniel Blue	2023-10-21	2023-10-25	5	0	\$1,000	\$0	\$1,000	0%	Next steps discussion.	0	\$1,000
Task 10.2	Resource Allocation	Planned	Medium	Ella Yellow	2023-10-26	2023-10-30	5	0	\$1,000	\$0	\$1,000	0%	Resource allocation.	0	\$1,000
Task 11: Project Summary															
Task 11.1	Project Summary	Planned	Low	Frank Purple	2023-10-31	2023-11-05	6	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.2	Project Summary	Planned	Low	Grace Orange	2023-11-06	2023-11-10	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.3	Project Summary	Planned	Low	Henry Green	2023-11-11	2023-11-15	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.4	Project Summary	Planned	Low	Ivy Blue	2023-11-16	2023-11-20	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.5	Project Summary	Planned	Low	Jack Yellow	2023-11-21	2023-11-25	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.6	Project Summary	Planned	Low	Karen Purple	2023-11-26	2023-11-30	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.7	Project Summary	Planned	Low	Liam Orange	2023-12-01	2023-12-05	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.8	Project Summary	Planned	Low	Mia Green	2023-12-06	2023-12-10	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.9	Project Summary	Planned	Low	Noah Blue	2023-12-11	2023-12-15	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.10	Project Summary	Planned	Low	Olivia Yellow	2023-12-16	2023-12-20	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.11	Project Summary	Planned	Low	Peter Purple	2023-12-21	2023-12-25	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.12	Project Summary	Planned	Low	Quinn Orange	2023-12-26	2023-12-30	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.13	Project Summary	Planned	Low	Rachel Green	2024-01-01	2024-01-05	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.14	Project Summary	Planned	Low	Sam Blue	2024-01-06	2024-01-10	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.15	Project Summary	Planned	Low	Tina Yellow	2024-01-11	2024-01-15	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.16	Project Summary	Planned	Low	Uma Purple	2024-01-16	2024-01-20	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.17	Project Summary	Planned	Low	Victor Orange	2024-01-21	2024-01-25	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.18	Project Summary	Planned	Low	Wendy Green	2024-01-26	2024-01-30	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.19	Project Summary	Planned	Low	Xavier Blue	2024-01-31	2024-02-04	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.20	Project Summary	Planned	Low	Yara Yellow	2024-02-05	2024-02-09	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.21	Project Summary	Planned	Low	Zoe Purple	2024-02-10	2024-02-14	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.22	Project Summary	Planned	Low	Adam Orange	2024-02-15	2024-02-19	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.23	Project Summary	Planned	Low	Bella Green	2024-02-20	2024-02-24	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.24	Project Summary	Planned	Low	Charlie Blue	2024-02-25	2024-02-29	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.25	Project Summary	Planned	Low	Daniel Yellow	2024-03-01	2024-03-05	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.26	Project Summary	Planned	Low	Ella Purple	2024-03-06	2024-03-10	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.27	Project Summary	Planned	Low	Frank Orange	2024-03-11	2024-03-15	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.28	Project Summary	Planned	Low	Grace Green	2024-03-16	2024-03-20	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.29	Project Summary	Planned	Low	Henry Blue	2024-03-21	2024-03-25	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.30	Project Summary	Planned	Low	Ivy Yellow	2024-03-26	2024-03-30	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.31	Project Summary	Planned	Low	Jack Purple	2024-03-31	2024-04-04	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.32	Project Summary	Planned	Low	Karen Orange	2024-04-05	2024-04-09	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.33	Project Summary	Planned	Low	Liam Green	2024-04-10	2024-04-14	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.34	Project Summary	Planned	Low	Mia Blue	2024-04-15	2024-04-19	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.35	Project Summary	Planned	Low	Noah Yellow	2024-04-20	2024-04-24	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.36	Project Summary	Planned	Low	Olivia Purple	2024-04-25	2024-04-29	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.37	Project Summary	Planned	Low	Peter Orange	2024-04-30	2024-05-04	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.38	Project Summary	Planned	Low	Quinn Green	2024-05-05	2024-05-09	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.39	Project Summary	Planned	Low	Rachel Blue	2024-05-10	2024-05-14	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.40	Project Summary	Planned	Low	Sam Yellow	2024-05-15	2024-05-19	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.41	Project Summary	Planned	Low	Tina Purple	2024-05-20	2024-05-24	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.42	Project Summary	Planned	Low	Uma Orange	2024-05-25	2024-05-29	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.43	Project Summary	Planned	Low	Victor Green	2024-05-30	2024-06-03	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.44	Project Summary	Planned	Low	Wendy Blue	2024-06-04	2024-06-08	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.45	Project Summary	Planned	Low	Xavier Yellow	2024-06-09	2024-06-13	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.46	Project Summary	Planned	Low	Yara Purple	2024-06-14	2024-06-18	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.47	Project Summary	Planned	Low	Zoe Orange	2024-06-19	2024-06-23	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.48	Project Summary	Planned	Low	Adam Green	2024-06-24	2024-06-28	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.49	Project Summary	Planned	Low	Bella Blue	2024-06-29	2024-07-03	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,000
Task 11.50	Project Summary	Planned	Low	Charlie Yellow	2024-07-04	2024-07-08	5	0	\$1,000	\$0	\$1,000	0%	Project summary writing.	0	\$1,

Revised manuscript accepted for publication 15 November 2017

Des by: CT
Ckd by: MR



PLANNING • DEVELOPMENT • MANAGEMENT • PROTECTION

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SGMA Periodic Evaluation and GSP Amendment

SAN BENITO COUNTY WATER DISTRICT
TODD GROUNDWATER PROPOSAL

1

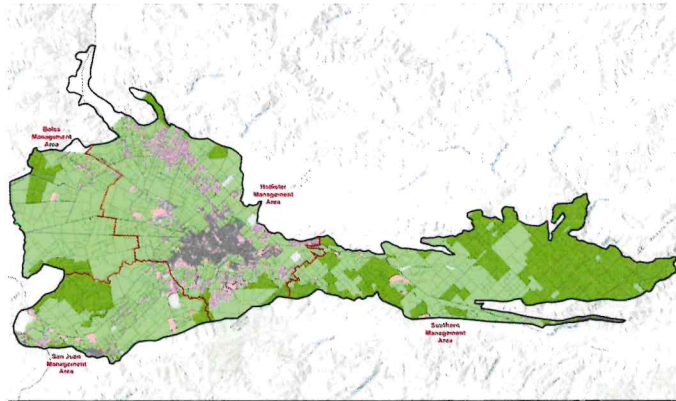
SGMA Milestones

- ▶ 2014: Sustainable Groundwater Management Act (SGMA)
- ▶ 2017: District becomes Groundwater Sustainability Agency (GSA)
- ▶ 2018: District became GSA for Tres Pinos Valley
- ▶ 2022: Groundwater Sustainability Plan submitted to DWR
- ▶ 2023: GSP approved by DWR
- ▶ 2027: Periodic Evaluation due January 1

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Periodic Evaluation

Required at least every five years
 Groundwater model update
 Update groundwater conditions
 New information/changed conditions
 Identify data gaps
 Evaluate sustainability indicators
 Description of implementation activities



3

GSP Corrective Actions

Recommended Corrective Action 1 - Update the sustainable management criteria for degraded water quality to provide clear definitions of undesirable results.

Recommended Corrective Action 2 - Identify the minimum threshold exceedances that constitute an undesirable result for land subsidence.

Recommended Corrective Action 3 - Consider utilizing the interconnected surface water guidance, as appropriate, when issued by the Department to establish quantifiable minimum thresholds, measurable objectives, and management actions. Continue to fill data gaps.

Recommended Corrective Action 4 - Identify the total number of monitoring wells and monitoring schedule in the degraded water quality monitoring network.

4

GSP Amendment

- ▶ Corrective actions require revisions in sustainable management criteria
- ▶ Material change triggers need to amend GSP
- ▶ Amended GSP to be submitted to DWR late 2026

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Program Accounting ~ \$1.2 Surplus

	2021/2022		2022/2023		2023/2024		2024/2025	
	Budget	Actual	Budget	Actual	Budget	Actual	Budget	Actual
Parcel Fee Revenue	\$525,950	\$482,653	\$496,900	\$485,841	\$500,500	\$498,204	\$510,400	\$520,369
Total Expenses	\$415,262	\$103,292	\$455,610	\$123,653	\$419,535	\$106,513	\$305,088	\$114,169
Net Income	\$1,090,988	\$1,711,194	\$23,290	\$372,042	\$77,965	\$711,311	\$361,612	\$442,089
Ending Equity		\$1,711,194		\$2,083,236		\$2,794,547		\$3,236,636
Cash Balance		-\$461,608		\$429,559		\$1,101,919		\$1,527,521
Amount Due to Other Zones		\$541,266		\$342,577		\$304,052		\$304,052

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Program Budget – Future Projection

	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030
Wages	\$60,000	\$62,400	\$64,896	\$67,492	\$70,192
Contract Services	\$150,000	\$156,000	\$162,240	\$168,730	\$175,479
Material and Equipment	\$1,000	\$1,040	\$1,082	\$1,125	\$1,170
General and Admin	\$6,000	\$6,240	\$6,490	\$6,749	\$7,019
Total Expenses	\$217,000	\$225,680	\$234,707	\$244,095	\$253,859

7

Todd Groundwater Proposal – NTE \$404,230

- ▶ Task 1. Project Management
- ▶ Task 2. Periodic Evaluation of 2022 GSP
- ▶ Task 3. Outreach and Stakeholder Engagement
- ▶ Task 4. Compile and Review Data; Extend and Update Data Management System (DMS)
- ▶ Task 5. Review Plan Area
- ▶ Task 6. Review Basin Setting Components
- ▶ Task 7. Subbasin Surface Water and Groundwater Model Revisions
- ▶ Task 8. Update Water balance
- ▶ Task 9. Review and Revise Sustainability Criteria
- ▶ Task 10. Review and Revise Management Actions and Projects
- ▶ Task 11. Update Plan for GSP Implementation
- ▶ Task 12. Update Monitoring Networks and Protocols
- ▶ Task 13. Prepare and Compile GSP Amendment

8



Questions?

**San Benito County Water District
Agenda Transmittal**

Agenda Item:

9

Meeting Date: September 24, 2025

Submitted By: Dana Jacobson

Presented By: Dana Jacobson

Agenda Title: Consider Authorizing the Board President to Execute the Agreement for Temporary Transfer of Water with Blue Sky Farms and associated Escrow Documents and Execute the Water Transfer Agreement Between San Benito County Water District and Westlands Water District

Detailed Description: Due to lower than expected water demands, the District anticipates having surplus Central Valley Project (CVP) supplies in 2025. After filling San Justo Reservoir, maximizing local recharge, and rescheduling the maximum allowable amount in San Luis Reservoir, the District anticipates a surplus of up to 14,000 acre-feet (AF) of CVP water. According to U.S. Bureau of Reclamation (Reclamation) rules, any amount not delivered to San Benito County or rescheduled in San Luis Reservoir would be turned back to the CVP. The District would only be entitled to a small fraction of this water as part of its 2025 allocation. Staff therefore recommends seeking transfer partners as a means to offset its Fiscal Year 2025-2026 operations and maintenance costs.

On August 27, 2025, the District's Board of Directors approved the transfer of up to 7,000 AF of its 2025 CVP supply to the Kern-Tulare Water District. Staff has identified Blue Sky Farms as a second transfer partner and is recommending transferring up to an additional 7,000 AF to them. However, due to the uncertainty with respect to the amount of surplus CVP supply the District will ultimately have in 2025, Staff is only recommending a transfer of up to 5,000 AF at this time. If the District determines that an additional CVP supplies can be transferred without impacting the County's water supplies, it would enter into a subsequent agreement for such additional amount, up to 2,000 AF.

The transfer of funds under the water transfer agreement with Blue Sky Farms would be facilitated with the use of an escrow account. Blue Sky Farms would pre-fund the account prior to the delivery of water to the District, and funds would be transferred to the District only after water is made available to Blue Sky Farms. The escrow process would require the district to execute the following documents: 1) Memorandum requesting Westlands to deposit transfer water into Blue Sky Farm's account, 2) Joint Escrow Instructions, 3) Exhibit B, Escrow Instructions, 4) Additional Instructions, 5) General Provisions, and 6) Letter Regarding

Conditions Precedent. All of these documents are exhibits of the main water transfer agreement with Blue Sky Farms.

Because Blue Sky Farms is an individual grower within the Westlands Water District (Westlands), Westlands' approval is necessary, and would accept the transfer water on behalf of Blue Sky farms. This requires that the District enter into a separate agreement with Westlands to take delivery of the transfer water, and subsequently credit Bly Sky Farm's water account within Westlands. This agreement can be executed now for up to 7,000 AF, and would not need to be amended if the District ultimately transfers the additional 2,000 AF to Blue Sky Farms.

The water transfer with Blue Sky Farms, in addition to the amount committed to Kern-Tulare Water District, would exceed 20 percent of the District's CVP contract maximum. As a result, the District is required to provide public notice both in San Benito County and Fresno County pursuant to federal law. This noticing has already occurred and will be completed before any transfer water is delivered.

Environmental compliance is already in place for the water transfer. Compliance under the National Environmental Protection Act is achieved under Reclamation's Accelerated Water Transfer Program, and the transfer is exempt under Section 15301 of the California Environmental Quality Act.

Prior Committee or Board Action:

September 9, 2025 Zone 6 Water Supply and Operations Committee Meeting

Financial Impact: _____ Yes _____ ☒ No

Funding Source/ Recap: N/A

Materials included:

1. Committee Recommendation from the Zone 6 Water Supply and Operations Committee
2. Blue Sky Transfer Agreement and Escrow Agreements
3. Westlands Transfer Agreement

Recommendation: Staff and the Committee recommend the Board authorize the Board President to Execute the Agreement for Temporary Transfer of Water with Blue Sky Farms and associated Escrow Documents, and Execute the Water Transfer Agreement Between San Benito County Water District and Westlands Water District.

Action Required: _____ Resolution _____ ☒ Motion _____ Review

Board Action

Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

BOARD AGENDA MEMO

DATE: September 9, 2025

TO: Board of Directors

FROM: Zone 6 Water Supply and Operations Committee
(Tonascia/Wright)

SUBJECT: Committee Recommendation that the Board Authorize the Board President to Execute the Agreement for Temporary Transfer of Water with Blue Sky Farms and associated Escrow Documents and Execute the Water Transfer Agreement Between San Benito County Water District and Westlands Water District

The Zone 6 Water Supply and Operations Committee met on September 9, 2025 and staff reviewed the Temporary Transfer of Water with Blue Sky Farms and associated Escrow Documents and the Water Transfer Agreement Between San Benito County Water District and Westlands Water District.

The Zone 6 Water Supply and Operations Committee recommends the Board Authorize the Board President to Execute the Agreement for Temporary Transfer of Water with Blue Sky Farms and associated Escrow Documents and Execute the Water Transfer Agreement Between San Benito County Water District and Westlands Water District.



Director Tonascia



Director Wright

AGREEMENT
FOR
TEMPORARY TRANSFER OF WATER

This Agreement for the Temporary Transfer of Water (the "Agreement") is entered into this ____ day of _September 2025 by and between San Benito County Water District ("SBCWD") and Blue Sky Farms, ("BSF") and is based upon the following:

A. BSF desires to purchase water from SBCWD in order to meet its needs for irrigation water on lands within Westlands Water District ("WWD"), which is in the Delta Export service area of the Central Valley Project ("CVP").

B. SBCWD has an agricultural water supply under its Central Valley Project contract with the United States No. 8-07-20-W0130A-P.

C. SBCWD has found and determined that it can make available from its 2025-26 supply of CVP contract water in San Luis Reservoir up-to 5,000 acre-feet of water temporary surplus to the existing needs of SBCWD's customers within its boundaries ("Transfer Water").

D. The parties hereto will request delivery of the Transfer Water to BSF's WWD Account No. 605 for agricultural use only, pursuant to contract terms and conditions as are deemed necessary, appropriate, and mutually agreeable.

E. BSF is willing to purchase the Transfer Water if the parties can satisfactorily obtain all necessary approvals prior to November 18, 2025 (the "Required Approvals Date") and arrangements for the delivery of the Transfer Water to BSF's WWD account prior to November 28, 2025 (the "Required Delivery Availability Date").

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL AGREEMENTS CONTAINED HEREIN, THE PARTIES AGREE AS FOLLOWS:

1. Transfer. SBCWD and BSF agree to work cooperatively in an effort to obtain all necessary approvals and achieve a transfer of the Transfer Water as set forth in this Agreement. The Transfer Water shall be transferred to BSF's WWD Account No. 605 on or before the Required Delivery Availability Date.

2. Purchase Price. The purchase price that BSF will pay SBCWD for the Transfer Water shall be One Hundred Eighty-One Dollars and 03 Cents (\$181.03) per acre-foot, or up-to \$905,150.00 for up-to 5,000 acre-feet. Said purchase price shall be inclusive of:

WWD's applicable Contract Rate:	\$21.89/AF
Restoration Fund payment:	\$13.33/AF
Conveyance Pumping O'Neill Rate:	\$0.50/AF
Conveyance Pumping Dos Amigos Rate:	\$0.89/AF
Project Use Energy Direct Pumping Rate:	\$8.54/AF
Subtotal:	\$45.15/AF
and	
SBCWD's Administrative charge of:	<u>\$135.88/AF</u>

For a total to SBCWD of: **\$181.03/AF**

SBCWD will absorb any additional United States Bureau of Reclamation ("USBR") charges without additional charge to BSF. If the USBR does not bill any of the per acre foot charges outlined above, BSF agrees no refund shall be due to BSF. Only Transfer Water delivered to WWD for BSF shall be purchased at the above rate. There will be no amount due on Transfer Water SBCWD cannot transfer.

3. Payment of Purchase Price. The purchase price per acre foot of Transfer Water payable to SBCWD shall be \$181.03, for a total purchase price of up-to \$905,150.00, for up-to 5,000 acre-feet of Transfer Water and will be deposited in the amount below with Placer Title Company, 7700 N. Palm Ave., Suite 101, Fresno, CA 93711, Attn. Gretchan Wheeler, as follows (with the understanding that the parties will submit total adjusted funds based upon the actual Transfer Water made available for transfer):

A deposit with Placer Title Company, 7700 N. Palm Ave., Suite 101, Fresno, CA 93711, Attn. Gretchan Wheeler of Nine Hundred Five Thousand One Hundred Fifty Dollars (\$905,150.00) *plus an amount to cover all commissions and escrow fees*, for up-to 5,000 acre-feet, will be paid by BSF into escrow on or before October 3, 2025 or five (5) business days after execution of this Agreement by both parties or this agreement will become void.

4. Closing of Escrow. Escrow shall close on or before the Required Delivery Availability Date and the Purchase Price proceeds shall be disbursed to the below-named persons upon the transfer of the Transfer Water to BSF's WWD Account No. 605 as follows:

- (a) Up-to Nine Hundred Five Thousand One Hundred Fifty Dollars (\$905,150.00), or \$181.03 per acre-foot for up-to 5,000 acre-feet will be paid to SBCWD upon the transfer of up-to 5,000 acre-feet of the Transfer Water by SBCWD to WWD.

5. Closing Protocols. The Parties shall comply with the following provisions during Escrow:

- (a) The Parties shall execute Joint Escrow Instructions in the form set forth in **EXHIBIT A** and related documents for Placer Title Company, in the

form set forth in **EXHIBITS B, C and D** attached hereto.

(b) If any Transfer Water is paid for by BSF but is not actually made available for timely delivery to BSF's WWD Account No. 605, then any and all amounts paid for such non-delivered Transfer Water, shall be refunded to BSF by SBCWD.

(c) BSF will take delivery of the Transfer Water from WWD pursuant to schedules submitted by WWD and SBCWD and approved by the USBR.

(d) Final payment or escrow disbursements to SBCWD will be subject to the receipt of all approvals that may be required in order for the proposed transfer of Transfer Water to BSF to take place. Each party shall exercise their best efforts to see that such approvals are obtained.

(e) In the event of a default by BSF, the amounts deposited directly to SBCWD and into escrow will be retained in escrow to ensure an adequate source for payment for damages, if any, suffered by SBCWD as a result of that default. Damages would be subject to proof. In the event that all necessary approvals are not obtained by the Required Approvals Date, or in the event the Transfer Water is not made available for timely delivery to BSF by the Required Delivery Availability Date, or in the event of a default by SBCWD, all funds in escrow and any funds SBCWD already received from BSF directly or any funds priorly released from escrow to SBCWD will be immediately returned to BSF and the escrow terminated. If the escrow is terminated due to default of a party, the defaulting party shall pay all escrow cancellation fees; otherwise, they shall be divided equally between BSF and SBCWD, subject to the limitations for BSF as set forth above.

(f) For clarity and to avoid ambiguity, BSF is only required to pay for Transfer Water that is made available for timely delivery to WWD for the benefit of BSF on or before the Required Delivery Availability Date. If some but not all Transfer Water is made available to WWD by that date, BSF shall only pay for the Transfer Water that is made available to WWD by that date and SBCWD shall refund all payments made by BSF for Transfer Water which was not made available due to necessary approvals not being obtained. Nevertheless, if some Transfer Water is made available after the Required Transfer Water Availability Date, and BSF is willing to accept it, BSF shall pay for all Transfer Water that it accepts on the terms set forth in this Agreement or upon other mutually acceptable terms set forth in writing by the parties.

(g) BSF will pay all escrow fees and commissions and BSF agrees to indemnify SBCWD from and against any and all claims and commissions which may arise as a result of BSF's failure to pay such fees and commissions.

6. Pre-Closing Conditions. Prior to the closing of Escrow, the proposed transfer of Transfer Water will be subject to the following conditions:

(a) Any and all approvals for the transfer totaling up-to 5,000 acre-feet of

Transfer Water to BSF's WWD Account No. 605 are obtained from the USBR, WWD, and any other entities for the Transfer Water to be made available for timely delivery to BSF.

(b) SBCWD and BSF have executed and delivered to the Escrow Holder the following: the documents attached as EXHIBITS A through D

7. Post-Closing Conditions. After the closing of Escrow, the transfer of Transfer Water will be subject to the following conditions:

(a) SBCWD shall be responsible for timely payment to the United States of the CVP Contract Rate, the CVPIA Restoration Fund Charges as listed above and any applicable incremental charges, provided BSF at all times is making timely payments of its obligations under this Agreement.

(b) BSF shall be responsible for paying WWD and WWD shall be responsible for paying San Luis and Delta Mendota Transfer Water Authority (SLDMWA) charges. BSF shall also be responsible for paying WWD for other costs and charges as may be imposed upon the Transfer Water by WWD. If this Transfer Water is applied to full cost lands the extra costs associated with that will be paid by BSF.

(c) All releases of Transfer Water by SBCWD for transfer shall be made pursuant to a delivery schedule established cooperatively between SBCWD, BSF, WWD, and any necessary intermediary agencies. Such releases and deliveries shall be so scheduled so that the Transfer Water is made available for timely delivery to BSF's account in WWD by the Required Delivery Availability Date.

(d) The delivery point to WWD for the Transfer Water shall be Reaches 4-7 of the California Aqueduct/San Luis Canal.

(e) BSF agrees that the Transfer Water shall be used for reasonable and beneficial agricultural purposes only upon lands approved for delivery of such Transfer Water within WWD.

(f) The delivery of the Transfer Water shall be subject to available capacity (but BSF shall not be required to pay for Transfer Water that is not made available for timely delivery to BSF due to capacity or other problems).

8. Termination of Agreement. If Escrow does not close by November 28, 2025, or if the parties are unable to secure all necessary approvals for the proposed transfers of Transfer Water prior to the Required Approvals Date, this Agreement shall expire unless mutually extended in writing and deposits shall be returned to BSF less applicable escrow fees and costs.

9. Housekeeping.

(a) BSF and SBCWD agree that the delivery of the Transfer Water under this Agreement shall not give BSF or WWD any further right to acquire SBCWD water

beyond the term of this Agreement.

(b) SBCWD understands that time is of the essence and that they will be required to execute a separate Transfer Water Transfer agreement with WWD.

(c) The Transfer Water will be transferred to and allocated to BSF's WWD Account No. 605 and SBCWD agrees to transmit this information to WWD, if needed.

(d) SBCWD makes no warranty or representations as to the quality or fitness for use of the Transfer Water sold and delivered to BSF pursuant to this Agreement. BSF shall be responsible for all necessary measures at its own expense for any testing, treatment, and other steps required for the intended uses of the Transfer Water.

(e) This Agreement constitutes the entire Agreement between SBCWD and BSF and supersedes any oral agreement, statement, or promise between them relating to the subject matter of this Agreement. Any amendment, including oral modification, must be reduced to writing and signed by both parties to be effective.

(f) The signatories attest that they are authorized to execute this Agreement.

(g) This Agreement may be executed in counterparts, each of which shall be an original but all of which together shall constitute a single document.

(h) Should any litigation commence between the parties to this Agreement concerning the rights and duties of any party pursuant to, related to, or arising from, this Agreement, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to reasonable attorneys' fees and costs of such litigation as shall be determined by the court in such litigation, or in a separate action brought for that purpose.

In WITNESS WHEREOF, the parties executed this Agreement on this day first mentioned above.

SAN BENITO COUNTY WATER DISTRICT

BLUE SKY FARMS

By: _____

By: _____

Doug Williams, President

Erick H. Johnson, Owner

Memorandum

To: Westlands Water District

From: Doug Williams, San Benito County Water District
Erick H Johnson, DBA Blue Sky Farms

Date: September ____, 2025

Attached hereto you will find the "Water Transfer Agreement Between San Benito County Water District and Westlands Water District" for your execution and submittal to USBR for their acknowledgement.

We request that the water transfer described therein be put on your schedule to be transferred into WWD in October of 2025 or at the earliest possible time.

This transfer of 5,000 AF needs to be allocated by you to Blue Sky Farms, WWD account #605 (upon your receipt of the USBR Acknowledgement of Transfer).

Please let us know when the Transfer Water has been allocated to Blue Sky Farms.

Thank you very much for your assistance on this matter.

SAN BENITO COUNTY WATER DISTRICT

By: _____

Doug Williams, President

BLUE SKY FARMS

By: _____

Erick H. Johnson, Owner

**JOINT ESCROW INSTRUCTIONS
ESCROW P-678134**

EXHIBIT A

THESE JOINT ESCROW INSTRUCTIONS are made and effective as of _____, by and between San Benito County Water District ("SBCWD") and Blue Sky Farms ("BSF") with reference to the following facts:

A. SBCWD and BSF are the parties to that certain Agreement for Temporary Transfer of Water dated as of _____, a copy of which is attached hereto as Exhibit A (the "Transfer Agreement"). Pursuant to the Transfer Agreement, SBCWD will cause to have transferred up-to 5,000 acre-feet of Transfer Water to Westlands Water District on behalf of BSF during 2025 (no later than February 28, 2026).

B. Pursuant to Paragraph 3 of the Transfer Agreement, BSF is to make a deposit of \$905,150.00 into an escrow (the "Escrow") on or before October 3, 2025, or five (5) business days after execution of this Agreement by both parties, *plus an amount to cover all commissions and escrow fees* (the "Funds"). The Funds constitute a portion of the purchase price of the Transfer Water to be transferred by SBCWD pursuant to the Transfer Agreement.

C. Placer Title Company ("Escrow Holder") has agreed to act as the escrow holder for the Funds. This Agreement, together with Exhibit A hereto, shall constitute the instructions for the Escrow upon acceptance by Escrow Holder.

THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Establishment of Escrow. Upon execution of these Escrow Instructions by Escrow Holder, the Escrow shall be opened at Escrow Holder's office at 7700 N. Palm Ave., Suite 101, Fresno, CA 93711. The Funds shall be thereupon deposited into the Escrow by BSF and shall be held by Escrow Holder in ***a non-interest bearing account***. Escrow Holder's duties hereunder are expressly limited to holding, investing, and disbursing the Funds. Escrow Holder is under no obligation to take any action under Transfer Agreement or otherwise except as expressly described in these Escrow Instructions.

2. Procedure for Disbursement. Escrow Holder shall not be responsible for determining that the conditions precedent to the distribution of the Funds from the Escrow have been satisfied. The Funds shall be distributed from the Escrow to SBCWD by Escrow Holder upon receipt of escrow instructions from both SBCWD and BSF authorizing such disbursement. SBCWD and BSF shall provide such instructions to Escrow Holder as soon as all conditions

precedent to such disbursement have been satisfied or waived. Disbursement shall occur as soon as possible following the receipt of such instructions.

3. Procedure Following Disbursement. Upon disbursement of the Funds, Escrow Holder shall deliver to SBCWD and BSF escrow statements and any other documents appropriate for delivery out of the Escrow. All escrow fees shall be paid by BSF except as set forth below, and prior to the disbursement of Funds BSF shall deposit into the Escrow an amount sufficient to cover all such fees. Escrow Holder is hereby authorized to disburse its fees from the Escrow following disbursement of the Funds.

If escrow terminates due to the failure of conditions allowing the timely transfer of the Transfer Water, the cancellation fees shall be shared equally by the parties. If the escrow fails to close due to the default of a party, the defaulting party shall pay the cancellation fees.

4. Escrow Holder's Standard Instructions. The standard form escrow instructions of Escrow Holder are attached hereto as Exhibit B, are incorporated herein by this reference, and shall apply to the Escrow. The parties shall execute such additional documents to confirm the application of such standard form escrow instructions as are requested by Escrow Holder.

5. Escrow Provisions. Time is of the essence in these Escrow Instructions. Subject to any contrary provisions of the Transfer Agreement, if the Escrow is not in a position to permit the disbursement of the Funds by November 28, 2025 , without any default by SBCWD or BSF, Escrow Holder shall cancel the Escrow upon receipt of written notice from both SBCWD and BSF authorizing such action. In the absence of such written notice of cancellation, Escrow Holder shall proceed to disburse the Funds as soon as possible. Except as provided in Section 6, upon any cancellation of the Escrow without closing Escrow Holder shall comply with the disbursement provisions of this agreement unless and until notice of cancellation is given by either party.

6. Matters Relating to Escrow Holder. In the event Escrow Holder is unable to comply with these Escrow Instructions without fault on the part of either SBCWD or BSF, the parties shall enter into additional joint escrow instructions instructing Escrow Holder to return to each party the Funds or documents that each has deposited into the Escrow; provided, that any cancellation charges shall be paid as set forth in paragraph 3 above. In the event of conflicting demands upon Escrow Holder with respect to the Funds, Escrow Holder may cease activity with respect to the Escrow and shall retain all Funds pending its receipt of joint instructions from the parties or instructions from the court of competent jurisdiction relating to the disbursement of the Funds. It is understood that the foregoing sentence is intended merely as an accommodation to Escrow Holder and shall in no way affect the rights, duties, or obligations of the parties under these Escrow Instructions, the Transfer Agreement or any other document by which they are bound.

7. Binding Effect. These Escrow Instructions shall be binding upon and shall inure to the benefit of the heirs, personally representative, nominees, successors and assigns of the parties.

8. Governing Law. These Escrow Instructions shall be governed by and construed in accordance with the laws of the State of California.

9. Counterparts. These Escrow Instructions may be executed in counterparts, each of which shall be an original but all of which together shall constitute a single document.

IN WITNESS WHEREFORE, the parties have executed these Escrow Instructions as of the date first above written.

San Benito County Water District

By: _____
Doug Williams, President

Blue Sky Farms

By: _____
Erick H. Johnson, Owner

ACCEPTED:

PLACER TITLE COMPANY

By: _____

Placer Title Company
7700 North Palm Avenue, Suite 101, Fresno, CA 93711
(559) 261-2910 Fax - (559) 261-2963

EXHIBIT B
ESCROW INSTRUCTIONS

TO: **Placer Title Company ("Placer")**
Attn: **Gretchan Wheeler (Escrow Officer)**

Date: _____
File No.: P-678134

Description: San Benito County Water District to Blue Sky Farms up-to 5,000AF (TWA/ #AAWA08125)

This escrow has been opened pursuant to that certain purchase agreement entitled "Agreement for Temporary Transfer of Water and Joint Escrow Instructions" dated _____ ("Purchase Agreement") by and between San Benito County Water District ("Seller") and Blue Sky Farms ("Buyer") with regard to that certain transfer commonly described as the up-to 5,000 acre-foot water transfer. The terms and conditions of the Purchase Agreement are incorporated herein by reference. Placer has been requested to act as escrow agent for the Buyer and Seller (jointly referred to as the "Parties" and individually as a "Party") under the Purchase Agreement.

Placer is willing to act as escrow agent ("Escrow Agent") for the parties pursuant to the Purchase Agreement subject to the following terms and conditions.

1. **Obligations of Escrow Agent.** Escrow Agent shall be responsible only for the applicable portions of Purchase Agreement dealing with financing, escrow, allocation of costs, prorations, and delivery of documents and Seller's assignment of proceeds to pay the broker commission, if any.
2. **Satisfaction of Executory Terms.** Pursuant to the Purchase Agreement, the consummation of the escrow is subject to satisfaction of certain executory terms and provisions which are not the responsibility of Escrow Agent. The Parties shall be solely responsible for determining such satisfaction and shall notify Escrow Agent in writing in a form reasonably satisfactory to Escrow Agent when such executory terms have been **fully** satisfied or are otherwise waived. Escrow Agent's receipt of such written acknowledgment shall constitute a direction to Escrow Agent to close the Escrow.
3. **General Provisions.** Escrow Agent's duties and responsibilities in this escrow are subject to the General Provisions. To the extent that the Purchase Agreement is inconsistent with the General Provisions, the terms of the General Provisions shall control as to Escrow Agent's rights, duties, and responsibilities.

Requirements for Interest Bearing Accounts. In the event that Escrow Agent is requested to deposit funds in an interest-bearing account, Escrow Agent shall not be obligated to open such account until Escrow Agent has received an executed Form W-9 with appropriate taxpayer information from the Party to whose benefit the interest will accrue. The Parties acknowledge that Escrow Agent shall be entitled to a fee of \$50.00 for opening any interest-bearing account.

Funds Held Fee. If in the event that funds remain in escrow for any reason more than 90 days after the close of escrow, or if escrow has not closed 90 days after the estimated closing date set forth in the existing escrow instructions to Escrow Holder ("Dormancy Period"), Escrow Holder will make reasonable efforts to notify the parties regarding same. If funds remain in escrow beyond the Dormancy Period, a monthly "funds held fee" of \$25.00 shall accrue for each month or fraction of a month thereafter that the funds, or any portion thereof, remain in escrow. Escrow Holder is instructed to deduct the monthly funds held fee directly from the funds held in escrow on a monthly or other periodic basis (i.e., quarterly, semi-annually, etc.). The parties agree to pay these sums to compensate Escrow Holder for administering, monitoring, accounting, reminders and other notifications and processing of the funds so held in accordance with this provision.

Document/Funds Delivery: After close of escrow, all documents, funds and statements are to be sent to the undersigned at the addresses provided to Escrow Agent.

Escrow Fees. Escrow Agent shall allocate fees and costs between the Parties in accordance with the Purchase Agreement. The Parties understand that in the event of cancellation of this Escrow, Escrow Agent shall be entitled to a cancellation fee and reimbursement of any direct costs incurred at the request of a Party.

SELLER(S):

San Benito County Water District
By Doug Williams, President

BUYER(S):

Blue Sky Farms
Erick H. Johnson, Owner

Placer Title Company
7700 N Palm, Suite 101
Fresno, CA 93711

Date: September __, 2025—Escrow No: P-678134
Property Address: 5,000 AF WATER TRANSFER CA

EXHIBIT C
ADDITIONAL INSTRUCTIONS
(Addendum #2)

ADDITIONAL TERMS & CONDITIONS

UNUSUAL ESCROW SERVICES: The undersigned parties hereby agree to pay an additional escrow fee for the following additional and unusual service pursuant to California Insurance Code 12401.8.

Additional Service provided:
Agreed fee for said service: \$650.00

Buyer:
Blue Sky Farms

Erick H. Johnson, Owner

Date Signed: _____

Seller:
San Benito County Water District

Doug Williams, President

Date Signed: _____

Exhibit D
GENERAL PROVISIONS

1. DEPOSIT OF FUNDS AND DISBURSEMENTS

All funds deposited in this escrow from any source shall be deposited by escrow holder in a non-interest bearing demand account or accounts in a state or national bank or savings and loan association. The depositors, may, at their election, request deposit of funds in an interest bearing account and escrow holder may charge a fee for establishing such account. The deposit of funds in a non-interest bearing account by escrow holder may result in escrow holder receiving a range of economic benefits from bank in the form of services, credits, benefits, or other things of value. All disbursement shall be made by Escrow Holder's check unless otherwise instructed in writing.

2. PRORATIONS AND ADJUSTMENTS

All prorations and/or adjustments called for in this escrow are to be made on the basis of a thirty (30) day month unless otherwise instructed in writing. The phrase "close of escrow" as used in this escrow means the date on which documents are recorded and relate only to proration and/or adjustments unless otherwise specified.

3. RECORDATION OF INSTRUMENTS

Escrow Holder is authorized to record any documents delivered through this escrow, if necessary or proper for the issuance of the requested policy of title insurance. Recordation of documents shall be construed as "close of escrow" unless otherwise specified in these instructions.

4. AUTHORIZATION TO FURNISH COPIES

Escrow Holder is authorized to furnish copies of these instructions, supplements, amendments or notices of cancellations, and closing statements in this escrow, to the real estate broker(s), agents, lender(s), attorney(s), accountant(s) involved in this escrow as well as the title insurer issuing any requested policy(ies) of title insurance upon the request of said lenders, real estate brokers, agents, attorneys, accountants and title insurer. Escrow Holder is also authorized to furnish to the Buyer's lender, all documents that support Seller's debits being paid through escrow.

5. PERSONAL PROPERTY TAXES

No examination, UCC search or insurance as to personal property and/or the amount of payment of personal property taxes is required unless otherwise instructed in writing.

6. PROPERTY TAXES--Intentionally deleted

7. SUPPLEMENTAL PROPERTY TAXES--Intentionally deleted

8. AUTHORIZATION TO CORRECT OR AMEND DEED – Intentionally deleted

9. RIGHT OF CANCELLATION / EARNEST MONEY DISPUTES

Unless the purchase and sale agreement between the parties provides to the contrary, any party instructing Escrow Holder to cancel this escrow shall timely file a notice of cancellation in the specific office of Escrow Holder which is handling the escrow, and so state the reason for cancellation. Upon receipt of such request, Escrow Holder, shall prepare cancellation instructions in accordance with the terms of the request for signatures of the principals and shall forward same to the principals by certified and/or regular mail. If a written objection to cancellation is not received in Escrow Holder's office within ten (10) days after date of mailing, Escrow Holder is authorized at its option to comply with the notice, as well as demand for payment of Escrow Holder's cancellation charges and other fees or costs incurred in the escrow and set forth in the cancellation instructions. If a written objection is received or Escrow Holder does not receive mutual instructions signed by all parties, Escrow Holder is authorized at its sole discretion to hold all earnest money deposits in this escrow, and take no further action until otherwise directed either by mutual instructions or final order of a court of competent jurisdiction. Escrow Holder may collect its cancellation charges and other fees or costs incurred in the escrow unless a written objection to said fees and/or charges was received in writing by Escrow Holder within ten (10) days of mailing the cancellation instructions. This does not in any way limit or revoke the right of Escrow Holder to elect to file an interpleader or institute other legal action as set forth in Paragraph 10 of these General Provisions.

10. ACTION IN INTERPLEADER

The principals hereto expressly agree that you, as Escrow Holder, have the absolute right at your election to file an action in interpleader requiring the principals to answer and litigate their several claims and rights among themselves and you are authorized to deposit with the clerk of the court all documents and funds held in escrow. In the event such action is filed, the principals jointly and severally agree to pay your cancellation charges and costs, expenses and reasonable attorney's fees which you are required to expend or incur in such interpleader action, the amount thereof to be fixed and judgment therefor to be rendered by the court. Upon the filing of such action, you shall thereupon be fully released and discharged from all obligations to further perform any duties or obligations otherwise imposed by the terms of this escrow.

11. TERMINATION OF AGENCY OBLIGATION AND PAYMENT OF FEES AND CHARGES

If there is no action taken on this escrow within three (3) months after the estimated closing date as shown on the escrow instructions or any written extensions thereof, Escrow Holder's agency obligation shall terminate at Escrow Holder's option, and Escrow Holder shall prepare cancellation instructions for all parties in the manner set forth in Section 9 (Cancellation) and Section 10 (Interpleader). Nothing in this section limits or revokes Escrow Holder's right to file an interpleader or institute other legal action pursuant to paragraph 10 of these General Provisions.

12. CONFLICTING INSTRUCTIONS

Should Escrow Holder before or after close of escrow receive or become aware of any conflicting demands or claims with hereby, Escrow Holder shall have the right to discontinue any or all further acts on Escrow Holder's part until the conflict is resolved to Escrow Holder's satisfaction, and Escrow holder shall have the further right to commence or defend any action or proceeding for the determination of the conflict as provided in Paragraph 9 (Cancellation) and Paragraph 10 (Interpleader) of these General Provisions.

13. ABANDONED, UNCLAIMED OR DISPUTED FUNDS

Any funds held by Escrow Holder after close of escrow, or after conflicting demands have been made to Escrow Holder regarding the funds, or any funds abandoned or remaining unclaimed shall be assessed a holding fee of \$15.00 per month, which may be withdrawn from the funds on deposit. Any such funds described in this paragraph shall be maintained pursuant to paragraph 1 of these General Provisions, unless otherwise instructed by the principals in writing. After three years, the remaining amount of any unclaimed or abandoned funds may escheat to the State of California. Nothing in this section limits or evokes the right of Escrow Holder to file an interpleader or other court action pursuant to paragraph 10 of these General Provisions.

14. INSURANCE POLICIES OTHER THAN TITLE INSURANCE--Intentionally deleted**15. USURY AND NOTE DISCLOSURE--Intentionally deleted****16. LIMITATION OF LIABILITY RE: CLERICAL OR MATHEMATICAL ERRORS**

In the event Escrow Holder miscalculates or otherwise makes an error in determining applicable prorations, in computing, paying, and/or obtaining lender or other payoff demands or statements, or in determining the amount of required funds from either party for the close of escrow, such error or miscalculation shall not relieve any party from any liability such party would otherwise have had if no such error or miscalculation had been made. To the extent that Escrow Holder shall advance its own funds to mitigate the effects of any miscalculation or error, Escrow Holder shall have the right to immediate reimbursement of such amounts advanced, together with interest at the rate of 10% per annum on the amount advanced plus any attorney's fees or collection fees incurred.

17. AGREEMENT OF COOPERATION OR REIMBURSEMENT (UNJUST ENRICHMENT)

In the event that any party to this escrow received funds or is credited with funds to which they are not entitled, for whatever reason, they agree upon written demand of Escrow Holder, to return said funds to the proper party entitled or to Escrow Holder for disbursement. Escrow Holder may advance its own funds to mitigate the effects of any erroneous disbursement or credit of funds to which a party to the escrow was not entitled. Escrow Holder may bring a lawsuit to enforce either the return of said funds, or the reimbursement of said funds. In the event that Escrow Holder brings such lawsuit, the parties agree to reimburse the prevailing party in any such action, its reasonable attorney's fees and costs incurred in such action.

18. REAL ESTATE CONTRACTS

Escrow Holder is not a party to the underlying Real Estate Contract. Unless the Real Estate Contract also constitutes joint escrow instructions, which instructions have been accepted in writing by escrow holder, escrow holder accepts no responsibility to discharge conditions or contingencies of the contract, and then only to the extent required by that portion of the contract which constitutes escrow instructions.

19. FACSIMILES AND ELECTRONICALLY TRANSMITTED DOCUMENTS AND SIGNATURES

In the event the parties to the transaction transmit signed documents or instructions (other than those documents which must be recorded and bear original notarized signatures) to Escrow Holder by facsimile, e-mail, or other electronic means authorized by law, Escrow Holder may rely on said documents, instructions or signatures in the same manner as if they bore original signatures. Upon Escrow Holder's request, the party transmitting the document or instruction will provide Escrow Holder the original of the document or instruction which bears original signatures within 72 hours after transmission.

20. REPRESENTATION AND INDEMNIFICATION.

The parties who have affixed their signature(s) to these instructions do hereby represent that they have no knowledge of any obligations, debts, easements, covenants or agreements, other than those specific items referenced within these instructions or any amendment thereto that might result in a lien, outstanding interest, or exception to title as of the close of escrow. Said parties do hereby indemnify and agree to reimburse Escrow Holder for any loss, costs, and attorney's fees resulting from any false representation or failure to disclose such matters referred to under this paragraph, and those which might be created hereafter but prior to said close of escrow.

21. ESCROW NOT RESPONSIBLE FOR PAYMENT OF BILLS

The undersigned acknowledge that any bills or charges for repairs, work or inspections on the property are solely the responsibility of the parties to this escrow. Escrow Holder will not be responsible for payment of or collection of payment from parties to this escrow for any bills submitted to escrow other than those that have been approved for payment on the Buyer's, Seller's and Borrower's settlement statements, and which Escrow Holder reserves the right to refuse to pay through escrow.

22. AUTHORIZATION TO OBTAIN PAYOFF AND OTHER INFORMATION

The undersigned hereby instructs and authorizes escrow holder to obtain pay off demands and such other information as escrow holder deems necessary from any creditors or lien holders that are to be paid in whole or in part through this escrow and authorizes said creditors or lien holders to provide such information to escrow holder.

BY OUR SIGNATURES SET FORTH BELOW, THE PARTIES ACKNOWLEDGE THAT WE HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS CONTAINED HEREIN, IN THEIR ENTIRETY. THESE GENERAL PROVISIONS ARE PART OF THE ESCROW INSTRUCTIONS AND MAY BE EXECUTED IN COUNTERPARTS, EACH OF WHICH SHALL BE DEEMED AN ORIGINAL REGARDLESS OF THE DATE OF ITS EXECUTION AND DELIVERY AND ALL SUCH COUNTERPARTS TOGETHER SHALL CONSTITUTE ONE DOCUMENT.

Date: _____

Seller(s):

Buyer(s):

By: _____

By: _____

San Benito County Water District

Blue Sky Farms

By: Doug Williams

By: Erick H. Johnson

President

Owner

RE: Escrow No. P-678134

Gretchan Wheeler
Escrow Officer
Placer Title Company
7700 North Palm Avenue, Suite 101
Fresno, CA 93711

Dear Ms. Wheeler:

All conditions precedent to disbursement of the funds you now hold in P-678134 have now been satisfied. Please disburse funds as soon as possible and close the above numbered escrow. Any funds payable to seller or buyer shall be made via a check payable to seller or buyer.

Please let The Water Agency, Inc. know when these documents are ready, and they will pick them up and deliver them.

Thank you for your assistance on this matter.

SAN BENITO COUNTY WATER DISTRICT

By: _____

Doug Williams, President

BLUE SKY FARMS

By: _____
Erick H. Johnson, Owner

WATER TRANSFER AGREEMENT BETWEEN SAN BENITO COUNTY WATER DISTRICT AND WESTLANDS WATER DISTRICT

This Agreement is made effective this ____ day of September 2025, by and between San Benito County Water District, hereinafter referred to as “SBCWD”, and Westlands Water District, hereinafter referred to as “WWD.”

RECITALS:

- A. Both parties to the Agreement are public agencies of the State of California, duly formed and operating under the laws of the state, and are empowered to enter into contracts to manage the water supply available to it for the benefit of its constituents, and
- B. SBCWD is a contractor with the Bureau of Reclamation (Bureau) and is entitled to receive Central Valley Project (CVP) Contract Water therefrom pursuant to Contract No. 8-07-20-W0130A-P between the Bureau and SBCWD providing for water service, and WWD is a contractor with the Bureau and is entitled to receive CVP Contract Water there from pursuant to Contract No. 14-06-200-495A-IR1-P.
- C. SBCWD is willing to transfer **up to 7,000** acre-feet (AF) of its 2025-26 CVP to WWD’s Account No. 605. Water will be delivered to WWD during **October through February 2026**.
- D. WWD anticipates a water supply insufficient to meet its 2025-26 crop water demands and desires to obtain additional water supplies from SBCWD for its Account No. 605.
- E. The parties have determined that the transfer under this Agreement will have no significant environmental impact and shall not increase the cost, nor reduce the supply, of water to other CVP contractors.

AGREEMENT

- 1. This Agreement shall terminate on February 28, 2026.

DELIVERY AND COST OF CVP WATER TO WWD

- 2. Pursuant to the terms and conditions of the Bureau’s approval, SBCWD will make available to WWD’s Account No. 605 **up to 7,000** AF of its 2025-26 CVP contract water for delivery during **October through February 2026**, pursuant to a schedule approved by the Bureau in coordination with SBCWD and WWD.
- 3. The point of delivery of water to WWD shall be from WWD turnouts in Reaches 4, 5, 6 and 7 of the California Aqueduct/San Luis Canal. Deliveries of water from SBCWD to WWD shall be measured by DWR.

4. SBCWD agrees to pay its Bureau rates for CVP services required to effectuate the transfer. WWD is responsible for paying the San Luis and Delta Mendota Water Authority O&M charge. Other internal fees of and payments to be made to SBCWD are by separate agreement and are not part of this purchase and transfer and therefore such fees, if any, are not included in this or any other agreement. Should SBCWD's agreement with the third parties for whom this water is being delivered to WWD terminate, SBCWD shall have the absolute right to terminate this Agreement.
5. SBCWD shall be responsible for the cost of obtaining any and all approvals legally required for the delivery of CVP water to WWD. Such approvals shall be identified and agreed to by the parties within fifteen (15) days from the execution of the Agreement. Should the SBCWD determine that any approvals so identified are unreasonable, in SBCWD's sole and absolute discretion, SBCWD shall have the right to terminate this Agreement by providing WWD with written notice within thirty (30) days of execution of this Agreement.

APPROVALS

6. The performance by both parties to this Agreement is contingent upon approval of the transfer contemplated herein by the Bureau.

MISCELLANEOUS

7. Approvals: Both parties shall cooperate in securing Bureau approvals.
8. Notice: Any notice, request, tender, demand, delivery, approval, or other communication providing for, required, or arising under this Agreement shall be in writing and shall be deemed delivered three (3) business days after deposit in the United States mail or by email, addressed to the party as follows:

SAN BENITO COUNTY WATER DISTRICT
30 Mansfield Rd
Hollister, CA 95024-0899
Attention: Dana Jacobson
djacobson@sbcwd.ca.gov

WESTLANDS WATER DISTRICT
P. O. Box 5199
Fresno, CA 93755
Attention: Stephen Farmer
sfarmer@www.ca.gov

9. General Indemnity: Each party agrees to protect, defend, indemnify, and hold harmless the other party, its officers, agents, servants, employees, and consultants from and against any and all losses, claims, liens, demands, and causes of action of every kind and character on account of personal injuries or death or damages to property and, without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or non-performance by the indemnifying party hereunder.
10. Successors and Assigns: The terms and provisions of this Agreement shall bind and shall inure to the benefit of the successors and assigns of the respective parties thereto.
11. Amendments: Amendments to this Agreement shall be effective only if in writing, and then only when signed by the authorized representatives of the respective parties.
12. Force Majeure: Except as otherwise provided herein, all obligations of the parties hereto shall be suspended so long as, and to the extent that, the performance thereof shall be prevented by earthquakes, fires, tornadoes, facility failures, floods, drownings, strikes, other casualties or acts of God, orders of court or governmental agencies having jurisdiction over the subject matter thereof or other events or causes beyond the control of the parties hereto.
13. Specific Performance: It is agreed by the parties hereto that in this arid region the water delivered herein is of unique value and that, in the event of breach of this Agreement, specific performance of the Agreement in accordance with its terms and conditions shall be proper injunctive relief.
14. Consistent with the provisions of Water Code Sections 475 and 1244, the parties agree that neither this transfer nor this Agreement is evidence of the availability of surplus water beyond the terms of this Agreement or lack of beneficial use of the water involved in this Agreement, and they shall not contend otherwise.

IN WITNESS WHEREOF, the parties execute this Agreement on this day and year first above mentioned.

WESTLANDS WATER DISTRICT

SAN BENITO COUNTY WATER DISTRICT

By _____
Stephen Farmer, Chief Administrative Officer

By _____
Doug Williams, President

**San Benito County Water District
Agenda Transmittal**

Agenda Item:

10

Meeting Date: September 24, 2025

Submitted By: Dana Jacobson

Presented By: Dana Jacobson

Agenda Title: Consider Authorizing the General Manager to Amend the Contract with WBCP Inc. for the recruitment of the District Engineer to include additional direct expenses (NTE \$6,900)

Detailed Description: In June 2024, the San Benito County Water District's (District) Board of Directors approved a contract (attached) with WBCP Inc to provide recruitment services for the District Engineer position. It authorized a total expenditure of up to \$31,400, which included a flat fee of \$24,900 for consulting services and up to \$6,500 for additional direct expenses incurred by WBCP Inc. during the recruitment. These expenses included costs for travel, advertising, and development of marketing materials.

The District initiated recruitment for the District Engineer in May of 2025 and WBCP Inc incurred the direct expenses contemplated under the contract. However, the recruitment was not successful, and staff intends to relaunch the effort in September 2025. This will require WBCP to incur additional direct expenses related to this recruitment, which were not included in the original contract. WBCP Inc. has provided an estimate of such costs, which will not exceed \$6,900 as described in the attached proposal.

Materials Included:

1. Amendment to Contract with revised scope
2. Original WBCP Inc. Contract

Financial Impact: ☒ Yes ☐ No

This contract amendment would obligate the District to additional costs not to exceed \$6,900.

Funding Source/ Recap: N/A

Recommendation: Staff recommends that the Board approve an amendment to the contract with WBCP Inc. to increase the authorized direct expenses by an amount not to exceed \$6,900.

Action Required: ☐ Resolution ☒ Motion ☐ Review

Board Action

_____ Resolution No. ____ Motion By _____ X _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

The Professional Services Contract entered into on April 8, 2025 between the San Benito County Water District (District) and WBCP, Inc. (Consultant) is amended as follows:

1. The scope, completion schedule and compensation for Consultant's service as set forth in Exhibits A and B of the said Contract shall include Cost Sheet/Timeline Policy; Service Cost for District Engineer Redo Recruitment and is attached hereto as EXHIBIT "C" entitled "ADDITIONAL DIRECT EXPENSES" and incorporated herein by reference.

2. Except as specifically amended herein, the above-referred Contract shall remain in full force and effect.

DISTRICT

DATED

By: _____
General Manager

WBCP, Inc.

DATED

By: _____

COST SHEET/TIMELINE POLICY.....**SERVICE COST FOR DISTRICT ENGINEER REDO RECRUITMENT**

Description of Services/Deliverables:	Inclusive Rate per Recruitment:
Consulting Services: Phases I-IV in the proposal's recruitment strategy/phases section.	\$0
Expenses Include: Travel to client location (up to 2 trips); document shipping fees/delivery charges to facilitate virtual meetings, panel packet content; fees for background and reference checks; may include fee for one additional consultant to travel (and related expenses) and facilitate an additional panel for one day (\$700/day); brochure/graphic design (\$950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn \$395, InMails \$300, Circa Diversity Job Boards \$295, Zoom Info \$299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment.	<p>Estimated costs including: Recruiter Travel - \$900 Position Advertising (Print & Digital) - \$5500 Material Production, Shipping, & Misc. Additional Costs - \$500</p> <p>Total up to \$6,900 (direct expenses not-to-exceed)</p>

Additional Cost

Upon request, WBCP can coordinate candidate travel and related expenses. Since this service falls outside of the standard scope of work, clients who choose this option should anticipate an estimated travel reimbursement of up to \$1,500 per non-local candidate. This estimate typically covers lodging, primary transportation, and/or a stipend.

Timeline Policy

To ensure the success and efficiency of our recruitment services, the following policies regarding cost and timelines are in place:

1. **Timeline Development:** Timelines provided to our clients are valid for **10 business days**. If a timeline is not secured or confirmed within this period, it may no longer be available. In such cases, the timeline may be reassigned to another client, and a revised timeline will be provided.
2. **Work Performed Out of Scope:** To deliver optimal results, adherence to agreed-upon dates and times for critical recruitment milestones (e.g., shortlist meeting and interview dates) is required. Any changes to these timelines after the recruitment process has commenced may result in:
 - a. **Forfeiture of the Recruitment Guarantee:** Deviating from the agreed timeline will void the recruitment services guarantee.
 - b. **Additional Charges:** Adjustments to timelines will incur additional fees, billed at our standard hourly rate.

SAN BENITO COUNTY WATER DISTRICT PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made and entered into this 8 day of April, 2025, by and between the San Benito County Water District, ("District,") and WBCP, Inc., ("Consultant").

1. Description of Project: District desires to undertake a recruitment for District Engineer--recruit and screen candidates.

("the project") and to engage Consultant to provide the required professional services relating to the project.

2. Scope of Services - Basic; Completion: Consultant shall perform those basic services in connection with the project as are set forth more particularly in EXHIBIT "A" entitled "SCOPE OF CONSULTANT SERVICES" and shall complete said services in accordance with the completion schedule for them incorporated in said Exhibit.

3. Scope of Services - Additional, Completion Schedule: It is understood by District and Consultant that it may be necessary, in connection with the project, for Consultant to perform or secure the performance of services other than those set forth in EXHIBIT "A". In each such instance, Consultant shall advise the District, in advance and in writing, of the need for such additional services, their cost and the estimated time required to perform them (if applicable). Consultant shall not proceed to perform any such required additional services until District has determined that such service is beyond the scope of the basic services to be provided, is required, and has given written authorization to perform or obtain it. Each additional service so authorized shall constitute an amendment to this Agreement, shall be identified and sequentially numbered as "Additional Consultant Service Order No. 1" and so forth, shall be subject to all of the provisions of this Agreement, and shall be attached as EXHIBIT "D" entitled "SCOPE OF CONSULTANT SERVICES - ADDITIONAL; COMPLETION SCHEDULE."

4. Changes to Scope of Work - Basic Services: District may at any time and, upon a minimum of ten (10) days' written notice, modify the scope of basic services to be provided under this Agreement. Consultant shall, upon receipt of said notice, determine the impact on both time and compensation of such change in scope and notify District in writing. Upon agreement between District and Consultant as to the extent of said impacts to time and compensation, an amendment to this Agreement shall be prepared describing such changes. Execution of the amendment by District and Consultant shall constitute the Consultant's notice to proceed with the changed scope.

5. Compensation; Retention: Consultant shall be compensated for services rendered to District pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT "B" entitled "COMPENSATION." Amounts due to Consultant from District for services rendered shall be evidenced by the submission to District by Consultant of an invoice, prepared in a form satisfactory to District, setting forth the amount

of compensation due for the period covered. Each such invoice shall be forwarded to District so as to reach it on or before the fifteenth (15th) day of the month next following the month or months, or other applicable period, for which the services invoiced were provided. All such invoices shall be in full accordance with any and all applicable provisions of this Agreement. District will make payment on each such invoice within thirty (30) days of its receipt, provided however that if Consultant submits an invoice which is incorrect, incomplete, or not in accordance with the provisions of this Agreement, then District shall not be obligated to process any payment to Consultant until a correct and complying invoice has been submitted.

6. Responsibility of Consultant: By executing this Agreement, Consultant warrants to District that Consultant possesses, or will arrange to secure from others, all of the professional capabilities, experience, resources and facilities necessary to provide to District the services contemplated under this Agreement. Consultant further warrants that it will follow the highest current, generally accepted professional care, skill, diligence and practices to make findings, render opinions, prepare factual presentations, and provide professional advice and recommendations regarding this project for which services are rendered under this Agreement and that the Consultant shall, at no cost to the District, re-perform services which fail to satisfy the foregoing Standard of Care.

7. Responsibility of District: To the extent appropriate to the project contemplated by this Agreement, District shall:

7.1 Assist Consultant by placing at its disposal all available information pertinent to the project, including previous reports and any other relevant data.

7.2 Guarantee access to and make all provision for Consultant to enter upon public and private property as required for Consultant to perform its services.

7.3 Examine all studies, reports, specifications, proposals and other documents prepared and presented by Consultant, and render verbally or in writing as may be appropriate, decisions pertaining thereto within a reasonable time so as not to delay the progress of the work by Consultant.

7.4 Designate in writing a person to act as District's representative with respect to work to be performed under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define District's policies and decision with respect to materials, equipment, elements and systems pertinent to Consultant's services.

8. Indemnification: Consultant shall hold District, its officers, boards and commissions, and members thereof, its employees (collectively "District"), harmless of and free from the negligent acts, errors and omissions of Consultant arising out of its performance of the services provided under this Agreement. Should District be named in any suit, or should any claim be made against District by suit or otherwise arising out of this Agreement, or Consultant's negligent acts, errors and omissions in its performance of the services provided for by this Agreement, Consultant shall defend and indemnify the District for any judgment rendered

against District or by any sums paid out in settlement or otherwise, but only to the extent caused by the negligent act, error or omission in the rendering of services under this contract.

9. Insurance: During the term of this Agreement, Consultant shall maintain in full force and effect at its own cost and expense the following insurance coverage:

9.1 Workers' Compensation Insurance to cover its employees, and Consultant shall require all contractors and subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of the subcontractors' employees. Each Workers' Compensation policy shall be endorsed with the provision that it will not be canceled or altered without first giving thirty (30) days prior notice to the District by certified or registered mail.

9.2 Public Liability Insurance including personal injury and property damage insurance for all activities of the Consultant and its contractors and subcontractors arising out of or in connection with this contract, written on a comprehensive general liability form including, but not limited to, Broad Form Property Damage, blanket contractual, products liability and completed operations, hazards, vehicle coverage and non-owned auto liability coverage in an amount not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit personal injury and property damage for each occurrence.

9.3 Professional Liability Insurance Covering Errors and Omissions. The limits of coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) with a provision for no more than \$25,000 deductible. Consultant may not disclaim responsibility or avoid liability for the acts or omissions of its subcontractors or other professional consultants.

9.4 Certificates of Insurance and properly executed endorsements in a form acceptable to the District Counsel evidencing the coverage required by the clauses set forth above shall be filed with the District at the time of execution of this agreement. Each such policy shall be endorsed with the following language:

(1) The San Benito County Water District is named as additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents, and employees against liability for personal and bodily injuries, deaths or property damage or destruction arising in any respect, directly or indirectly, in the performance of the contract.

(2) The insurance provided is primary and no other insurance held or owned by the District shall be called upon to contribute to a loss.

(3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured.

(4) The coverage provided by this policy shall not be canceled, non-renewed, or

substantially reduced in amount or scope, without thirty (30) days prior to written notice given to the District by certified mail.

(5) All rights of subrogation are hereby waived against the District, its officers and employees when acting within the scope of their appointment or employment.

10. Confidentiality: All District information disclosed to Consultant during the course of performance of services under this Agreement shall be treated as confidential and shall not be disclosed to any other persons or parties except as authorized by District, or required by law.

11. Conflict of Interest: Consultant warrants that neither Consultant, nor any of its employees, agents or subcontractors, have a conflict of interest with respect to the work to be performed under this Agreement, nor shall such individuals, during this term of this Agreement, acquire any interest which would conflict in any manner with the performances of services hereunder.

12. Nondiscrimination: During the performance of this Agreement, Consultant will not discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex or age. Consultant will take affirmative action to insure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, creed, color, national origin, sex or age.

13. Independent Contractor: District and Consultant agree that the relationship between them created by this Agreement is that of an employer-independent contractor. Consultant shall be solely responsible for the conduct and control of the work performed under this Agreement. Consultant shall be free to render professional consulting services to others during the term of this Agreement, so long as such activities do not interfere with or diminish Consultant's ability to fulfill the obligations established herein to District.

14. Commencement of Services: Consultant shall proceed with the project upon execution of this Agreement by the parties.

15. Notice to Proceed; Progress; Completion: Upon execution of this Agreement by the parties, District shall give Consultant written notice to proceed with the work. Such notice may authorize Consultant to render all of the services contemplated herein, or such portions or phases as may be mutually agreed upon. In the latter event, District shall, in its sole discretion, issue subsequent notices from time to time regarding further portions or phases of the work. Upon receipt of such notices, Consultant shall diligently proceed with the work authorized and complete it within the agreed time period.

16. Ownership of Documents: Title to all documents, drawings, specifications, and the like with respect to work performed under this Agreement shall vest with District at such time as District has compensated Consultant, as provided herein, for the services rendered by Consultant in connection with which they were prepared.

17. Designation of Key Personnel: The individuals specified in the attached EXHIBIT "C" shall provide the services set forth herein, and shall be the persons primarily in charge of such work. Prior to the provision of work by any other individuals on this project, such other individuals shall first be approved, in writing, by the District Manager or his designee.

18. Mistake of Fact: Each party understands that if any fact with respect to any matter covered by this Agreement is found hereafter to be other or different from the facts now believed by that party to be true, such party expressly accepts and assumes the risk of such possible differences in fact and agrees that this Agreement shall be in all respects effective and not subject to termination or rescission by reason of any such difference in facts.

19. Term; Termination: The term of this Agreement shall commence upon District's issuance to Consultant of a notice to proceed for all or a portion of the work, as herein above provided, and shall terminate upon District's acceptance and payment for all or such portion of the work as was authorized by such notice, including any and all retention. Notwithstanding the foregoing, District may, in its sole discretion, terminate this Agreement at any time and for any reason whatsoever by giving at least ten (10) days prior written notice of such termination to Consultant. In this latter event, Consultant shall be entitled to compensation for all services rendered and work performed for District to the date of such termination.

20. General Provisions:

20.1 Access to Records: Consultant shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for District under this Agreement on file for at least one (1) year following the date of final payment to Consultant by District. Any duly authorized representative(s) of District shall have access to such records for the purpose of inspection, audit and copying at reasonable times, during Consultant's usual and customary business hours. Consultant shall provide proper facilities to District's representative(s) for access and inspection. Consultant shall be entitled to reasonable compensation for time and expenses relate to such access and inspection activities, which shall be considered to be an additional service to the District, falling under the provisions of SECTION 4 herein above.

20.2 Assignment: This Agreement is binding on the heirs, successors, and assigns of the parties hereto and shall not be assigned by either District or Consultant without the prior written consent of the other. Any attempt by Consultant to so assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect.

20.3 Compliance with Laws, Rules, Regulations: All services performed by Consultant pursuant to this Agreement shall be performed in full compliance with all applicable federal, state, and District laws, including any rules, standards or regulations promulgated thereunder.

20.4 Exhibits Incorporated: All Exhibits referred to in this Agreement and attached to it are hereby incorporated in it by this reference.

20.5 Integration; Amendment: This Agreement represents the entire understanding of District and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in it. This Agreement may not be modified or altered except by amendment in writing sign by both parties.

20.6 Waiver/Validity: Consultant agrees that waiver by District of any one or more of the conditions of performance under this Agreement shall not be construed as waiver of any other condition of performance under this Agreement. The acceptance by the District of the performance of any work or services by Contractor shall not be deemed to be a waiver of any term or condition of this Agreement.

21. Jurisdiction: District and Consultant agree that the law governing this Agreement shall be that of the State of California. Any suit brought by either party against the other arising out of the performance of this Agreement shall be filed and maintained in the Municipal or Superior Court of the County of San Benito. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall continue to be in full force and effect.

22. Attorney's Fees: In the event any dispute between the parties hereto arising from or relating to this Agreement shall result in litigation, the prevailing party shall be entitled to all reasonable costs, including, but not limited to, actual attorney's fees.

23. Notice: Any notices, required to be given pursuant to this Agreement, shall be deemed to have been given by their deposit, postage prepaid, in the United States Postal Service, addressed to the parties as follows:

- a. To District : San Benito County Water District
 30 Mansfield Road
 Hollister, CA 95023

- b. To Consultant: Wendi Brown, President
 WBCP, Inc.
 213 E. Main Street
 Rogue River, OR 97537

Nothing hereinabove shall prevent either District or Consultant from personal deliver of any such notices to the other party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement the day

and year first above written.

District:

CONSULTANT:

By:

Signed by:

Dana Jacobson

0116A09E005B4A1...

General Manager

Title

4/9/2025 | 11:35 AM PDT

Date

By:

DocuSigned by:

Wendi Brown

929F774B55DB46B...

President

Title

4/9/2025 | 11:26 AM PDT

Date

EXHIBIT A



RECRUITMENT SERVICES



**San Benito County
Water District**

DISTRICT ENGINEER

May 30, 2024

WWW.WBCPINC.COM

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I. COVER LETTER.....

May 30, 2024

Cindy Tyler
HR/Administrative Analyst
San Benito County Water District
30 Mansfield Road
Hollister, CA 95023



RE: San Benito County Water District – District Engineer Recruiting Services

It is our pleasure to submit this proposal for recruitment services to secure your ideal candidate to serve as the District Engineer of the San Benito County Water District. **WBCP has worked on many similar recruitments, and we look forward to the opportunity to partner with your organization on this critical position!**

We trust our proposal will showcase our client-focused recruitment process and will act as a testament that we are passionate about what we do to make our clients happy.

It has been proven that great employees are looking for great employers, not just a paycheck. WBCP provides a broader perspective to recruitment services – going beyond securing the ideal candidate – we brand your organization as an employer of choice. We use eye-catching marketing materials, innovative search practices, and responsive and respectful communications with your applicants and stakeholders. **We guarantee we will fill your position, and we guarantee that placement for 12 months.** We provide a fair and equal recruitment process that also focuses on attracting ethnic and gender-diverse applicant pools.

WBCP is talented at working with you to identify the strengths, challenges, and opportunities of this job, the ideal candidate, and your community and organizational culture. WBCP will work with your stakeholders to design a recruitment strategy that will include a customized engagement process. We will have a series of meetings, discussions, stakeholder interviews, and survey(s) to get to know you, the organization, the community, the culture, and the staff whom the applicable staff.

My team and I know the California candidate marketplace and have many clients in your region, such as **the County of San Benito, San Benito Council of Governments, County of Fresno, County of Merced, Monterey One Water, Valley Water, San Joaquin Tributaries Authority, and City of Milpitas (just to name a few).** We have exceptional experience successfully recruiting for Engineering positions, with several of our recent notable recruitments including, but not limited to:

- City Engineer, City of Milpitas, CA
- City Engineer (Manager of Engineering), City of Berkeley, CA
- City Engineer/Assistant Public Works Director, City of San Rafael, CA
- Director of Engineering, Monterey One Water, CA
- Principal Engineer & Engineering Series, San Rafael Sanitation District, CA
- Engineering Utility Operations & Maintenance Manager, Valley Water, CA

To see a full list of our clients and successful recruitments, visit: <https://tinyurl.com/5t5ery59>

Either I or one of my experienced executive recruiters will take the lead in managing this recruitment. We have over two decades of experience in public sector executive search services and have provided direct search services through WBCP since 2004. My executive recruiters are all highly personable and have unique backgrounds that make them well-equipped to take on your recruitments, as you can see on pages 8 & 9 of this proposal. WBCP now has offices in Oregon, Arizona, North Carolina, and California, including offices in the South Bay Area and Central California.

Confidential

I. COVER LETTER.....

WBCP, Inc. staff are experts in the virtual recruitment process. We are providing these services seamlessly and will be able to effectively support a virtual recruitment process or coordinate in-person interviews and/or hybrid virtual and/or in-person interviews.

Recruiting top talent has become the number-one topic among administrators. New and innovative recruitment strategies are critical to identifying and securing candidates with a deep understanding of how to assess and meet community needs and address future challenges. WBCP understands the complexity of community leadership, and we are prepared to provide a thorough, complete, and fair recruitment process to provide a diverse applicant pool. **Upon our 2023 year-end review, we found that over the last three years, 90% of our applicants and 83% of our candidates placed in positions with our clients came from diverse backgrounds.** In fact, because of our ability to reach diverse applicant pools, we were hired by two national Latino organizations to recruit for an Executive Director and other leadership positions: Latino Public Broadcasting and Radio Bilingüe (two of the largest Latino national nonprofit organization in the U.S.).

Clients choose our firm over others because of our ability to work with your support staff and stakeholder group (including boards, appointed/elected officials, and engaged constituents), manage all details of a recruitment process, and secure great candidates. Our dedication and commitment to the client are complemented by our deep understanding and ability to effectively navigate challenging political climates.

Our clients have great things to say about the quality of the service we provide and the amazing candidates we find them, In fact, many of our clients are return customers. Please feel comfortable reaching out to these organizations to get their feedback directly.

Lastly, I love what I do, and I am passionate about finding exceptional candidates who are also passionate about serving others. My staff and I are driven and desire to exceed client expectations. I appreciate your consideration in retaining our services and hope to have an opportunity to work with you in the future.

Best Regards,



Wendi Brown | Founder/President, WBCP, INC.

wendi@wbcpinc.com | 541-664-0376

www.wbcpinc.com

DIVERSITY

83%

*of WBCP candidates
placed in positions
come from a diverse
background*

II. BACKGROUND & QUALIFICATIONS.....

Principal: Wendi Brown, President

Company Legal Name: WBCP, Inc.

Tax ID: 81-5454037

Website: www.wbcpinc.com

Phone: 866-929-WBCP (9227) / 541-664-0376

Address:

- **Oregon (and WBCP, Inc. Headquarters):** 213 E Main St., Rogue River, OR, 97537; and City of Grants Pass, 97526
- **California:** San Jose, Gilroy, Roseville, and Santa Barbara
- **Arizona:** City of Gilbert, 85233
- **Washington:** City of Seattle, 98107
- **Texas:** City of Dallas, 75077
- **Utah:** City of Salt Lake City, 84121
- **North Carolina:** City of Jacksonville, 28540



WOMEN OWNED

WBCP is a 100% women-owned business, an S Corporation, not part of a parent company, and is a registered small business through the US Small Business Administration (SBA). WBCP is registered to do business in all states we serve, and files and pays California S Corporation and personal income tax to the State of California.

BUSINESS HISTORY

WBCP, Inc. has been in business since 2004, and serves nonprofit and public sector organizations. WBCP offers a variety of services, including: partial and full service search services for individual contributor, supervisor, management and executive management positions; human resources consulting: organizational development, training, classification and compensation studies, analysis and assessments, etc.

II. BACKGROUND QUALIFICATIONS.....

WBCP has over 20 years of experience providing search services for public sector and non-profit organizations. We have successfully secured professionals and provided other consulting services in California, Arizona, Colorado, Idaho, New York, Oregon, Utah, and Washington.

Cities of: Anaheim (CA), Arcata (CA), Ashland (OR), Astoria (CA), Atwater (CA), Berkeley (CA), Calistoga (CA), Central Point (OR), Ceres (CA), Chandler (AZ), Colfax (CA), Corte Madera (CA), Culver City (CA), Davis (CA), Dunsmuir (CA), Duvall (WA), Fremont (CA), Fresno (CA), Garibaldi (OR), Grants Pass (OR), Gold Hill (OR), Hemet (CA), Hubbard (OR), Independence (OR), Irvine (CA), Laguna Beach (CA), Larkspur (CA), Lincoln (CA), Livermore (CA), Livingston (CA), Long Beach (CA), Medford (OR), Milpitas (CA), Napa (CA), Novato (CA), Oakland (CA), Oxnard (CA), Palo Alto (CA), Park City (UT), Pasadena (CA), Petaluma (CA), Phoenix (AZ), Phoenix (OR), Pismo Beach (CA), Port Hueneme (CA), Redding (CA), Riverside (CA), Rochester (NY), Roseville (CA), Rogue River (OR), Sacramento (CA), San Francisco (CA), San Rafael (CA), Santa Maria (CA), Santa Paula (CA), Santa Rosa (CA), Solvang (CA), Sonoma (CA), Sutter Creek (CA), Talent (OR), Truckee (CA), Ventura (CA), Vernon (CA), Victorville (CA), West Hollywood (CA), and Windsor (CA).

Counties of: Alameda (CA), Colusa (CA), Contra Costa (CA), El Paso (CO), Fresno (CA), Humboldt (CA), Jackson (OR), King (WA), Lake (CA), Lane (OR), Los Angeles (CA), Marin (CA), Mariposa (CA), Mendocino (CA), Merced (CA), Mono (CA), Napa (CA), Nevada (CA), Orange (CA), Placer (CA), Riverside (CA), Sacramento (CA), San Benito (CA), San Bernardino (CA), San Mateo (CA), San Francisco (CA), San Joaquin (CA), San Luis Obispo (CA), Santa Barbara (CA), Santa Clara (CA), Santa Cruz (CA), Shasta (CA), Solano (CA), Sonoma (CA), Stanislaus (CA), Tuolumne (CA), Yuba (CA), and Yolo (CA).

Local and National Councils, Boards, and Districts: Boulder Creek Protection District, California Prison Industry Authority (CALPIA), Cosumnes Community Services District, Hass Avocado Board (HAB), Jackson County Fire District 5, Los Angeles County Employees Retirement Association (LACERA), Mendocino County Air Quality Management District, Metropolitan Transportation Commission (MTC), Modesto Irrigation District, Monterey One Water, Nevada Irrigation District, Newark Chamber of Commerce, North American Blueberry Council/U.S. Highbush Blueberry Council (NABC/USHBC), Oakland Housing Authority, Olivehurst Public Utility District, Orange County Employees Retirement System (OCERS), Port of Long Beach (CA), Placer County Transportation Planning Agency (PCTPA), Rogue Valley Sewer Services, Sacramento Area Flood Control Agency (SAFCA), Sacramento Employment & Training Agency (SETA), Sacramento Public Library Authority, Sacramento Sewer District, Sacramento Suburban Water District, San Benito Council of Governments, San Diego Port Authority, San Joaquin County Employees' Retirement Association (SJCERA), San Rafael Sanitation District (SRSD), Sonoma County Library, Tri-City Mental Health Authority (TCMHA), Truckee-Donner Public Utility District (TDPUD), Tuolumne Utilities District, and Valley Water.

Nonprofit and Joint Powers Authorities (JPAs): Center Point, Central California Legal Services (CCLS), Community Food Bank, Community Works, Dogs for Better Lives/Dogs for the Deaf, Downtown Streets Team, First 5 (Alameda County, California Association, Fresno, Santa Barbara County, San Mateo), Futures Without Violence (Family Violence Protect Fund), Gold Coast Health, Greater Richmond Interfaith Program (GRIP), Los Angeles Unified School District (LAUSD), La Public Media, Latino Public Broadcasting, Northern Valley Catholic Social Service (NVCSS), Options Recovery, Radio Bilingüe, Sacramento Public Library Authority (SPLA), Sacramento Superior Court, Santa Cruz County Animal Services Authority, Teton County Joint Housing Authority (TCJHA), Transitions-Mental Health Association, Valley Consortium for Medical Education (VCME), Water Forum and West Angeles Church of God in Christ.

Private Organizations: CDS Publications, Central California Truck and Trailer, Morton & Pitalo, NAVA, SWEED, Tekmangement, Touchstone Accounting.

Consulting services (classification and compensation services, competency modeling, job description development, job family development, job analysis): City of Fremont, City of Medford, City of Santa Maria, City of Santa Paula, County of Humboldt, County of Mariposa, County of Santa Barbara, and County of San Luis Obispo.

INDUSTRIES

- Organizational Leadership
- Economic Development
- Facilities & Operations
- Financial, Administrative Services, Accounting, Auditing
- Health & Human Services, Housing, Unhoused
- HR, Risk, Labor/Employee Relations
- Information Technology
- Legal, Counsel, Clerk
- Library
- Marketing, Communications, PR
- Parks & Rec, Community Services, Arts
- Planning, Environmental, Community Development, Building, Transit
- Public Safety
- Public Works, Transportation, Engineering

II. BACKGROUND & QUALIFICATIONS.....

BELOW IS A LIST OF SIMILAR RECRUITMENTS WBCP HAS MANAGED:

PUBLIC WORKS, TRANSPORTATION, ENGINEERING

- Chief Operating Officer, Water Utility Enterprise, Valley Water, CA
- Chief Operating Officer, Administrative and Contract Services, Valley Water, CA
- Director of Transportation, County of Riverside, CA
- Director of Engineering, City of Ceres, CA
- Director of Engineering, Monterey One Water, CA
- Director of Utilities, City of Sacramento, CA
- Director of Public Works, City of Solvang, CA
- Director of Public Works, City of Roseville, CA
- Director of Public Works, City of San Rafael, CA
- Director of Public Works, City of Santa Maria, CA
- Director of Public Works, City of Sacramento, CA
- Director of Public Works, City of Ashland, OR
- Director of Public Works, County of Shasta, CA
- Director of Public Works, County of Yuba, CA
- Director of Public Works & Transportation, City of Irvine, CA
- Director of Electric Utility, City of Roseville, CA
- Director of Electric Utility, Truckee Donner Public Utility District (TPUD), CA
- Assistant Director Public Works, County of Marin, CA
- Assistant Director of Public Works, City of Santa Paula, CA
- Assistant Director of Public Works – Transportation, City of Davis, CA
- Assistant Director of Public Works/City Engineer, City of San Rafael, CA
- Assistant Operating Officer of Watershed Stewardship & Planning Div., Valley Water, CA
- Assistant Operating Officer, Treated Water, Valley Water, CA
- Assistant Operating Officer, Dam Safety and Capital Delivery, Valley Water, CA
- City Engineer, City of Milpitas, CA
- Utilities Systems Superintendent, City of Calistoga, CA
- Deputy Director Public Works, Civil/Traffic Engineer, County of Marin, CA
- Deputy Director Public Works/Traffic Engineer, City of San Rafael, CA
- Deputy PW Director/Principal Civil Engineer/Traffic Engineer, City of Santa Maria, CA
- Deputy Public Works Directors: Engineering & Transportation and Operations & Zero Waste, City of Berkeley, CA
- Deputy Transportation Officer & Transportation and Mobility Planning Manager, City of Culver City, CA
- Deputy Operating Officer, Watersheds Design and Construction, Valley Water, CA
- Deputy Operating Officer, Water Utility Capital, Valley Water, CA
- Deputy Operating Officer, Watersheds Operations and Maintenance, Valley Water, CA
- Deputy Operating Officer, Raw Water, Valley Water, CA
- Manager of Public Works – Utilities, City of Milpitas, CA
- Manager of Engineering (City Engineer), City of Berkeley, CA
- Civil Engineering Manager – Structures & Capital Group, County of Santa Barbara, CA
- Street Maintenance Superintendent, City of Roseville, CA
- Unit Manager, Treatment Plant Design & Commissioning Manager, Valley Water, CA
- Unit Manager, Engineering Utility Operations and Maintenance Manager, Valley Water, CA

II. BACKGROUND & QUALIFICATIONS.....

PUBLIC WORKS, TRANSPORTATION, ENGINEERING (CON'T)

- Unit Manager, Asset Management, Valley Water, CA
- Engineering/CIP Manager, City of Petaluma, CA
- Structures and Capital Group Manager, County of Santa Barbara, CA
- Senior Civil Engineer, City of San Rafael, CA
- Senior Civil Engineer, City of Petaluma, CA
- Senior Civil Engineer & Civil Engineer, County of Marin, CA
- Senior Civil Engineer or Associate Civil Engineer, City of San Rafael, CA
- Senior Engineer, City of Roseville, CA
- Senior Engineer, Town of Corte Madera, CA
- Senior Engineer, Environmental/Water Utilities, City of Roseville, CA
- Senior Engineer – Dam Safety, Nevada Irrigation District, CA
- Principal Engineer & Engineering Series, San Rafael Sanitation District, CA
- Principal Engineer, Sacramento Area Flood Control Agency, CA
- Principal Civil Engineer, City of Santa Maria, CA
- Traffic Engineer, City of Pasadena, CA
- Senior Environmental Planner, Valley Water, CA
- Project Engineer/Power Engineer, City of Palo Alto, CA
- Project Director, City of San Rafael, CA
- Electric Project Engineer, City of Palo Alto, CA
- Assistant Engineer & Junior Engineer, City of San Rafael, CA
- Electric Linesperson/Cable Splicer (High Voltage Lineman), City of Palo Alto, CA
- Electric Operations Manager, City of Palo Alto, CA
- Civil Engineer, Project Manager & Assistant Project Manager, Morton and Pitalo, CA
- Industrial / Mechanical Senior Engineer, SWEED, OR
- Multiple Civil Engineering & Project Management Positions, City of Petaluma, CA
- Power Engineering Manager, City of Roseville, CA

Check out our full list of
recruitments here:

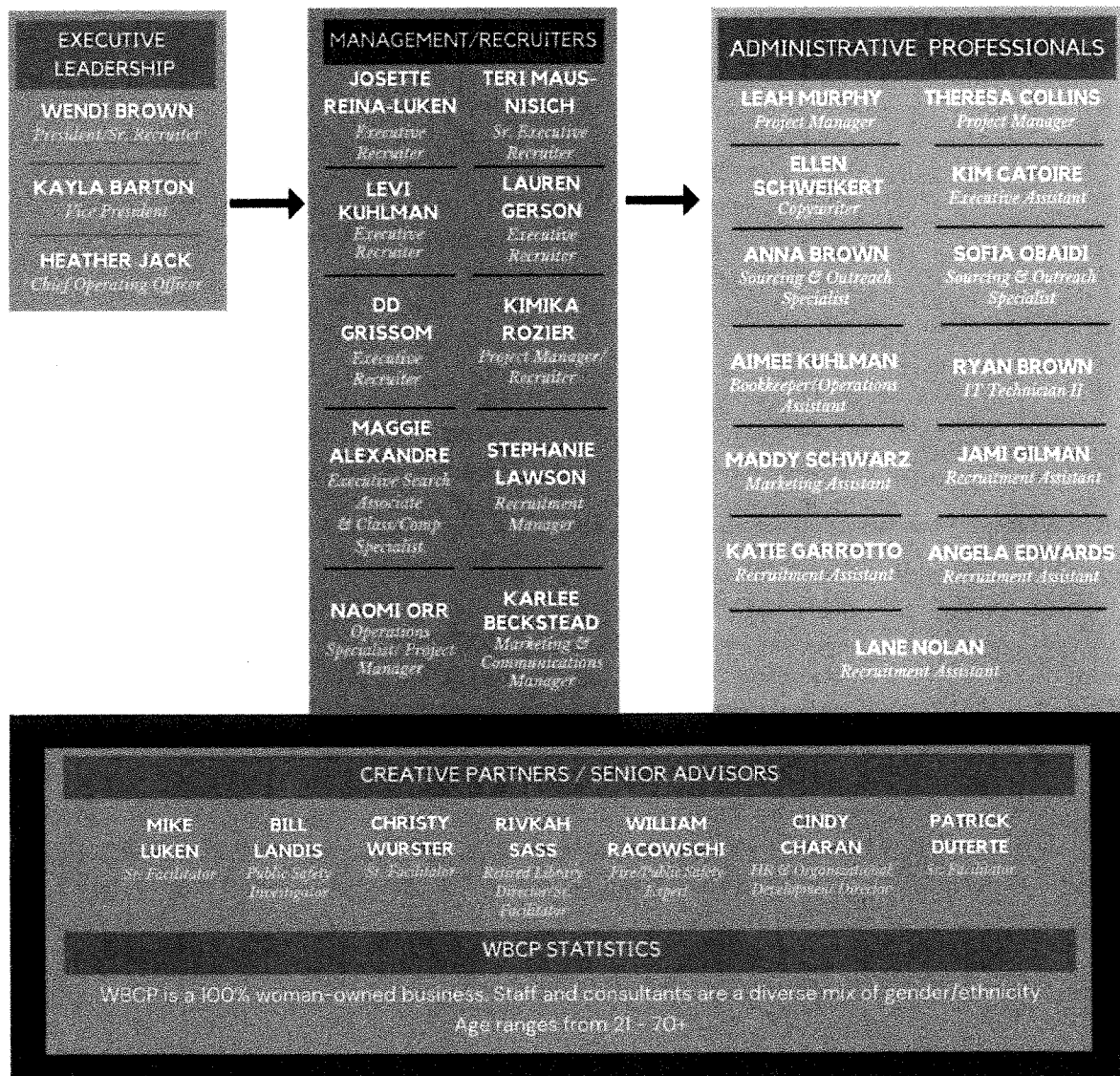
<https://tinyurl.com/5t5ery59>

III. GUARANTEE.....

(1) We guarantee successful placement and will provide continued consulting services at no additional consulting fees (client will pay for any additional direct cost expenses) until a candidate is identified, **OR**

(2) If a candidate selected and appointed by the Client terminates employment for any reason before the completion of the **first 12 months of service**, WBCP will provide the Client with the necessary consulting services required to secure a replacement. Professional consulting services will be provided at no cost to the Client. However, additional expenses will be covered by the Client. The Guarantee is valid for one recruitment/replacement up to a year from their departure.

IV. ORGANIZATIONAL CHART.....



V. WBCP KEY STAFF.....

WENDI BROWN
*Lead Consultant/
Sr. Executive
Recruiter*



I am the President of WBCP, with over 20 years of experience in marketing and advertising and combine this with my background in recruiting to successfully place hard-to-fill, management, and executive positions. My team and I are passionate about helping organizations improve their recruitment services, place great talent, conduct department assessments, redesign antiquated processes, revise job descriptions, conduct salary and benchmark studies, and more. I have worked in various industries – advertising and public relations, national real estate franchisor, global manufacturing – and I have worked with nonprofit and public sector organizations since 1999. Formerly, I was an internal Human Resources Consultant for the County of Orange, California, providing countywide communications, human resources, executive search, and recruiter training services to the Assistant Chief Executive Office/Human Resources Director and, at that time, 25 decentralized departments, with 17,000 employees, serving a community of 300,000. I have a Bachelor’s of Science in Business Administration with an emphasis in Marketing from Colorado Technical University; have earned several certificates in Project Management, Global Business, Marketing, and Human Resources; and working toward a Master’s in Management at Southern Oregon University

TERRI MAUS-NISICH
Sr. Executive Recruiter



Terri Maus-Nisich holds a pivotal role as one of our Senior Executive Recruiters, leveraging her extensive background as a distinguished leader in local government. With a local government career spanning over 40 years, Terri’s journey includes transformative roles within the County of Santa Barbara, where she ascended from Parks Director to Assistant County Executive Officer, overseeing vital municipal and health/human service departments. Her remarkable impact encompasses leadership in Homeless Services, Communications, and Emergency Management, driving community engagement, disaster recovery, and support for vulnerable populations. Before her tenure in Santa Barbara, Terri spent 15 years with the City of Santa Clarita in roles ranging from analyst to Deputy City Manager. Throughout her remarkable career, Terri prioritized strategic planning, organizational development, and innovative problem-solving, garnering numerous awards. She holds a Bachelor’s Degree from UC Santa Barbara, a Masters of Public Administration from Cal State Northridge, and a graduate certificate from Harvard University’s JFK School of Government.

V. WBCP KEY STAFF.....

LEVI KUHLMAN
Executive Recruiter



Levi Kuhlman is an Executive Recruiter at WBCP, and an experienced professional with a multifaceted career spanning across executive recruitment, real estate, and entrepreneurship. He has worked extensively with local municipalities, special districts, and not-for-profit organizations across the Western region, with a focus in California, Oregon, and Idaho. Levi has conducted many successful recruitments in various industries including planning, rent stabilization and housing, engineering, finance, city management, transportation and transit, community development, building and safety, public safety, risk management, and information technology. Levi serves as a skilled and diplomatic liaison, earning a reputation for his personalized approach to recruiting. Before joining the ranks of WBCP, he advocated on behalf of tenants, landlord, and clients. With a diverse skill set and a commitment to excellence, Levi continues to make significant contributions to WBCP, his clients, and broadening the professional community one recruitment at a time.

LAUREN GERSON
Executive Recruiter



Lauren Gerson is a seasoned Executive Recruiter at WBCP, where she draws on over 15 years of experience in career services, customer relations, and operations. Her recruiting expertise extends across various industries, with notable success in health and human services, utilities, and finance. Lauren has helped organizations across multiple states fill hard-to-hire positions at every level, from individual contributors to executives. Lauren's diverse professional journey began in operations and events management, where she honed her expertise in human resources, business management, and regulatory compliance. She later transitioned to career services, and prior to joining WBCP, worked with a career coaching company helping job-seekers better leverage their skills and overcome barriers to employment. Lauren holds a Bachelor's degree in Philosophy from Whittier College. She brings a unique perspective to her role, and is committed to making a positive impact both professionally and personally. With her unwavering dedication and client-centric focus, Lauren continues to drive success and excellence in executive recruitment at WBCP.

JOSETTE REINA-
LUKEN
Executive Recruiter



Josette, an Executive Recruiter at WBCP, specializes in government finance and the water industry with nearly 30 years of experience. Her career began in IT, managing software implementations and leading training and sales teams. After earning her MBA, she transitioned to municipal agencies, holding various management positions, including Administrative Manager and Financial Manager. With expertise in budgeting, strategic planning, and organizational development, Josette has made significant contributions to the agencies she's served. She holds a Bachelor's Degree in Political Science/Public Administration from the University of South Florida, an MBA from the University of Phoenix, and certificates in Human Resources from the California State University and Leadership from the University of Davis.

V. WBCP KEY STAFF.....

KIMIKA ROZIER

*Recruiter/Project
Manager*



Kimika brings a diverse and dynamic background to her role as Project Manager/Recruiter at WBCP, Inc. Her career journey began on the volleyball courts, where she excelled as a professional player before transitioning into the role of a volleyball agent in Canada. This experience laid the foundation for her expertise in recruiting, honing skills that she further developed while recruiting college athletes. In 2019, Kimika pivoted into the corporate world, leveraging her mathematics background to carve out a successful career in finance and accounting. She served as a Finance and Accounting Recruiting Manager at prominent firms. Throughout her career, Kimika has utilized her project management skills extensively, especially in her capacity as a full desk recruiter. With over ten years of recruiting experience, including four years within the corporate agency sector, Kimika brings a wealth of knowledge, a unique perspective, and proven expertise to her role at WBCP, Inc.

KAYLA BARTON

Vice President



Kayla Barton serves as the Vice President of Operations and Administration at WBCP. With over a decade of experience, she has adeptly led diverse and collaborative teams across various sectors, including high-growth retail chains, large-scale manufacturing, and start-up ventures. Kayla is known for her balanced approach to enhancing operational efficiencies, streamlining processes, and implementing innovative strategies that not only reduce expenses but also boost customer engagement. She is deeply committed to fostering inclusive workplace cultures where every team member feels heard and valued. Known for her ability to scale both teams and processes effectively, Kayla has built a successful track record in supporting the expansion and success of growing businesses.

HEATHER JACK

*Chief Operating
Officer*



Heather Jack is WBCP's Chief Operating Officer and lead Project Manager. Since starting at WBCP in 2015, she has grown into an integral part of the business. Heather uses her strong organizational skills and attention to detail to support all recruitments from start to finish, coordinate timelines, oversee the team's productivity. Meeting clients' deadlines and major milestones is one of Heather's top priorities, making her our go-to person for all things calendar and project management-related. Heather also assists with projects in human resources with several municipalities in Oregon and California. Other aspects of her role include supporting employee engagement, salary and benchmark studies, and business operations. During her time at WBCP, Heather has modernized processes and scaled technology systems for the company. Prior to working with WBCP, Heather worked at Hannon Library, developing organizational, research, and interpersonal skills. Heather has a Bachelor of Science degree in Anthropology and a double minor in Environmental Studies and French from Southern Oregon University.

REVIEW OTHER EMPLOYEES & CONSULTANT
PARTNERS ON OUR WEBSITE:
WWW.WBCPING.COM/WBCP-TEAM

VI. RECRUITMENT STRATEGY / PHASES.....

WBCP knows how to customize your search strategy to meet your unique recruitment needs. We customize your recruitment based on the specific needs, target audience, and challenges for each recruitment; however, below is a baseline approach for most recruitments.

CLIENT & STAKEHOLDER MEETINGS

We require the Client and/or Search Committee, and other stakeholders identified by the Client, be involved in the initial and final phases of this recruitment. These are critical phases to ensure we obtain a clear sense of the priorities and the successful hire of the right candidate. WBCP will meet with various stakeholders as warranted by the Client and the level of the position in the organization. These meetings will allow us an opportunity to gather information and gain knowledge about the organization, community, and unique aspects of the recruitment to design the ideal candidate professional profile, advertising materials, and strategic approach



FEEDBACK OUTCOME / TIMELINE DEVELOPMENT

Following the Client/stakeholder meetings, we will develop a detailed timeline for the recruitment along with a proposed advertising plan for approval.

CREATIVE DEVELOPMENT

Immediately following the client feedback activities, we will draft the competencies for the recruitment and advertising material/recruitment brochure for the Client's review. This information will summarize what was learned from Client-related interviews and will be used to advertise the opening.

MARKETING STRATEGY & IMPLEMENTATION

WBCP will execute a customized marketing/ad plan once the job announcement is created. An ad plan could include the following (based on assumptions), and will be customized based on information gathered in Phase I:

DIGITAL ADVERTISING WITH DIVERSITY IN MIND

WBCP utilizes digital advertising to obtain diverse applicant pools, leveraging local and national job boards, associations, and social media. In partnership with a diversity platform, our postings reach up to 600 local employment and diversity websites, connecting across 15,000+ community organizations and niche sites, tapping into a job bank of 2 million resumes. Our 2023 review indicates that 83% of candidates placed with WBCP clients have diverse backgrounds — a 21% increase from last year's review.

EMAIL & DIRECT MAIL ADVERTISING

In addition to tapping into WBCP's existing pool of potential applicants, we have the capability to access various professional lists. We actively seek out additional lists through associations, contacts, and other strategic channels.

SOURCING/HEADHUNTING

WBCP employs a proactive approach by reaching out to targeted individuals and cultivating new connections through referrals from reputable sources. As a LinkedIn recruiter, we harness the power of over 350 million profiles to identify and engage with ideal candidates. Additionally, WBCP utilizes cutting-edge AI tools for precise Boolean searches, enabling us to uncover niche candidates effectively.

COMMUNICATION WITH CLIENT

We will provide weekly updates on the progress of this search unless the client prefers more or less frequent communications. We tailor our communications in accordance with our Client's needs.



VI. RECRUITMENT STRATEGY / PHASES.....

RESUME ASSESSMENT

WBCP will review resumes as they are received and/or at the close of the recruitment. Those candidates determined to be the most highly qualified will be selected for a screening interview.

SCREENING INTERVIEWS / REPORT TO CLIENT

WBCP does not restrict the number of applicants or candidates to be screened. Rather, we interview candidates who meet our ideal candidate criteria; frequently this group amounts to 20 candidates, or on average 20% of the applicant pool. Following the completion of the phone screen interviews, we will develop a report/recommended shortlist of candidates, which includes: resumes, cover letters, and a one-page profile summary of candidates' professional history, including a brief overview of WBCP's assessment and the results of their phone screen. We will meet with the selection committee/Client to review this report and select candidates for interviews. In this meeting, we will review the recruitment plan and discuss the final stages of the selection process.



COMMUNICATION WITH CANDIDATES

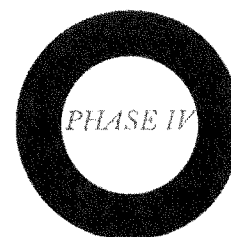
WBCP will take responsibility for communicating with the applicants/candidates during each phase of the search process and Client should refer any inquiries from potential or existing applicants directly to WBCP.

SELECTION PROCESS

WBCP will design and administer an appropriate final selection process based on the needs of the Client (tailored to the need and recruitment). WBCP will facilitate the invitation and coordination of these meetings/interviews and provide additional assessment tools/recommendations such as interview questions, writing and presentation exercises, problem solving scenarios, etc.

COMMUNICATION WITH CLIENT

Following the interviews and the Client's top candidate(s) selection, we will assist the Client with facilitating a thorough background and reference check. A typical approach includes a review of federal, state, and local criminal background checks and academic verification by a licensed background agency. Reference checks are conducted over the phone by a senior consultant and a final report is provided to the Client. References are completed on candidate(s) being considered after initial/panel interviews.



NEGOTIATIONS

Once the client reviews and is comfortable with the findings in the background and reference report, we are available to assist with negotiations on compensation, benefits, start date, and other transition details.

VII. SCOPE OF WORK.....

- Facilitate initial kick-off meeting with Client and other meetings that may include Executive Leadership, staff, community, and other stakeholders to assist with identifying the ideal candidate profile.
- Assist Client hiring authority/stakeholders in modifying the job description (as needed), and develop a recruitment announcement, marketing materials, and advertising plan for the recruitment.
- Attend all other meetings and engagements as needed or identified by the Client.
- Implement advertising plan including: publication, headhunting, direct mail, and other online and email marketing efforts.
- Provide timely updates and progress reports to the client regarding search services; every two weeks or as Client identifies is needed.
- Preliminary internet searches will be conducted on recommended candidates.
- Coordinate interview panel(s) as needed, or coordinate this process with Client.
- Receive and review applicants and screen those applicants to identify top candidates. Top screened paper applicants will be video/phone screened by recruiter to identify the key competencies (technical and interpersonal) to assist in identifying the top group of candidates who will be recommended at the Client/WBCP shortlist meeting.
- Facilitate shortlist meeting with Client – review and select candidates who will be invited to interview.
- Coordinate invitations to candidates.
- Develop interview questions and other selection details to meet specific needs and identify key competencies of candidates.
- Facilitate interviews with panel(s).
- Background and reference checks will be conducted with candidates who are identified as final candidates after initial Client interviews have been conducted. Background checks will typically include the following: criminal (local, state, and federal), education, credit, social security. References will be conducted based on a 360-degree perspective and will include staff, peers, and superiors. Onsite background services are available at an additional fee (see fees for details)
- Facilitate offer and negotiations with selected candidate; as directed by Client.

VIII. RECRUITMENT TIMELINE.....

BELOW IS A SAMPLE OF AN EXECUTIVE SEARCH TIMELINE THAT
WBCP WILL CUSTOMIZE FOR THIS RECRUITMENT

Week 1:

- Secure services with search firm, WBCP, Inc.
 - WBCP can schedule a Kickoff meeting as soon as we are selected.
- WBCP: review search parameters and recruiting processes with Client
 - Interview with hiring authority and other stakeholders for competencies
 - Identification of advertising venues and ideal candidate prospects
 - Calls, meetings, or coordination with other stakeholders for information gathering

Weeks 1 + 2:

- Develop and approvals: recruitment process, deadlines, ad plan and strategy, recruitment timeline and brochure
- Print coordination (if applicable)

Weeks 2 + 3:

- **OPEN RECRUITMENT AND AD PLAN:** Implement marketing plan and direct mail (if applicable)
- Secure panel member calendars
- Timeline may be extended if direct mail piece is included (i.e., print/postage)
- Finalize panel members and interview logistics and invitations to panel members

Weeks 4, 5, + 6:

- Receive applications –Collect and source applicants will continue until recruitment closes

Weeks 7 + 8:

- **CLOSE RECRUITMENT AND ADVERTISING**
- Conduct initial phone screen to identify shortlist of candidates
- Preliminary check on shortlist candidates (Google search)
- Candidate profiles developed and short list recommendations to client

Weeks 9 + 10:

- **MEETING - Client confirms selection of candidates to be advanced to panel interviews**
- Finalize questions, presentation, in-basket (as determined)
- Coordinates invitations with selected top candidates (shortlist)
- Produce panel candidate interview packets

Weeks 10 + 11:

- WBCP facilitates interview process – Interview process will be customized based on client and community needs:
 - **Day 1: Panel Interviews Conducted; Day 2: 2nd Interviews with executive leaders;**
 - 3rd interviews may be scheduled as needed with Boards/Commissions, etc.;
 - As needed schedule staff and/or community discussions/meetings

Week 12:

- WBCP conducts background and reference checks (backgrounds may be conducted by Client if current contract exists)
- WBCP conducts full reference checks for candidate(s) selected for Board/Commission interviews; or when Client is interested in making an offer

NEGOTIATIONS / HIRE:

- Hire date to accommodate possible candidate relocation
- Client (WBCP available to assist in process) conducts offer and facilitates salary negotiations with preferred candidate

IX. REFERENCES.....

1-Monterey One Water, California

Positions Filled:

- Director of Engineering

Contact Information:

- Diane Ooms, Principal Personnel Analyst - DOoms@marincounty.org | 415-473-3045

2-San Joaquin Tributaries Authority, California

Positions Filled:

- Executive Director (active)

Contact Information:

- Jennifer Persike, President/Founder, JP&CO - jp@jenniferpersike.com | 916-296-3981

3-San Rafael Sanitation District, California

Positions Filled:

- Principal Engineer & Engineering Series

Contact Information:

- Alissa Curtin, -Alissa.Curtin@cityofsanrafael.org

4-Valley Water (Formerly Santa Clara Valley Water District), California

Positions Filled:

- Engineering Utility Operations & Maintenance Manager
- Associate Civil Engineer, Dam Safety

Contact Information:

- Courtney Letts, Supervising Program Administrator - CLetts@valleywater.org | 408-630-2981

X. MARKETING MATERIAL EXAMPLES.....

*Click below to see our marketing samples for similar positions. To see all of our brochures, visit: wbcpinc.com/closed-jobs-private/ and use the password: #wbcp202212**

- [Director of Engineering, Monterey One Water, CA](#)
- [Executive Director, San Joaquin Tributaries Authority, CA](#)
- [City Engineer/Public Works Director, City of Hemet, CA](#)
- [Manager of Engineering \(City Engineer\), City of Berkeley, CA](#)
- [City Engineer/Director of Engineering Services, City of Ceres, CA](#)
- [City Engineer/Assistant Public Works Director, City of San Rafael, CA](#)
- [Principal Engineer & Engineering Series, San Rafael Sanitation District, CA](#)
- [Senior Civil Engineer & Civil Engineer, County of Marin, CA](#)
- [Senior Civil Engineer or Associate Civil Engineer, City of San Rafael, CA](#)

XI. COST PROPOSAL.....

WBCP will not limit the number of hours we work on a recruitment, rather we charge a flat rate and will spend the time necessary to ensure we are successful. Consulting fees will be billed in thirds at the beginning (open for applications and advertising campaign launched), middle (shortlist selection), and end of the recruitment process (selection made and background/ references concluded).

SERVICE COST PER RECRUITMENT DISTRICT ENGINEER

Description of Services/Deliverables	Inclusive Rate per Recruitment:
Consulting Services: Phases I-IV in the proposal's recruitment strategy/phases section.	\$24,900 (flat rate)
Expenses include: Travel to client location (up to 1 trip); document shipping fees/delivery charges to facilitate virtual meetings, panel packet content; fees for background and reference checks; may include fee for one additional consultant to travel (and related expenses) and facilitate an additional panel for one day (\$700/day); brochure/graphic design (\$950); marketing and advertising which may include: print and postage (if applicable); online job boards; social media; sourcing; and may include flat fee pricing for: LinkedIn \$395, InMails \$300, Circa Diversity Job Boards \$295, Zoom Info \$299. These expenses will be billed based on what is expended and based on the needs of the client/recruitment.	\$4,500 – \$6,500 (direct expenses not-to-exceed)

Force Majeure: Client agrees that WBCP, Inc. is not responsible for any events or circumstances beyond its control (e.g., including but not limited to war, riots, embargoes, strikes, and/or Acts of God) that prevent WBCP, Inc. from meeting its obligations under this Agreement.

Work Performed Out Of Scope: To provide the best results for our clients, we strongly recommend a steadfast commitment to agreed-upon dates/times for critical recruitment milestones (shortlist meeting and interview dates). Any timeline changes to agreed upon dates after a recruitment has been opened may result in additional charges at our hourly rate.

XII. OTHER.....

INSURANCE

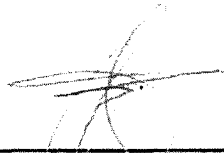
WBCP and its sub-consultants have reviewed the contractual agreement and the Insurance Requirements. If selected, WBCP will execute said agreement and will provide the required insurance documents. WBCP will submit certificates of insurance as evidence of the required coverage limits. Insurance policies include: liability, errors and omissions, workers compensation, and vehicle insurance.

CONFIDENTIALITY SAFEGUARDS

Confidentiality is paramount in the work we do. We ensure that the client and candidate information we receive, and conversations with our client (and certainly discussions in closed session) are kept confidential. There are several physical safeguards we have in place including: locked and alarmed office space, password, and encryption protected information on our computers and servers, multiple backup systems. As information is shared with our client, we discuss the importance of confidentiality and why it is important to the candidates they are considering but also brands the organization appropriately. We also ask candidates who are interviewed to keep candidate information confidential, as they may see or meet a candidate during the process. We emphasize that confidentiality is not just until the recruitment is completed, and a candidate is hired, confidentiality is in perpetuity. Leaked information is not a reputation that a client wants to receive, as this could deter future applicants from applying.

ORGANIZATIONAL DIVERSITY STATEMENT

WBCP embraces cross-cultural diversity and we are committed to equitable treatment and elimination of discrimination in all its forms at all organizational levels and throughout all consulting practices, including search services. We strive to reach diverse groups of people to inform them of leadership opportunities. **Upon our 2023 year-end review, we found that over the last three years, 90% of our applicants and 83% of our candidates placed in positions with our clients came from diverse backgrounds.** We will make extensive efforts to attract a qualified applicant pool that represents a broad range of gender and ethnically diverse individuals.



Wendi Brown, President

MAY 30, 2024

Date



Client, Title

4/8/25

Date

**San Benito County Water District
Agenda Transmittal**

Agenda Item: //

Meeting Date: September 24, 2025

Submitted By: District Counsel

Presented By: District Counsel

Agenda Title: Consider Resolution Authorizing General Manager to Accept Interests in Real Property

Detailed Description:

Government Code § 27281 requires government agencies to actively accept grants of real estate, including easements. Agencies can accept on a case-by-case basis, or can authorize an agency official to accept the real estate on the agency's behalf.

Prior Committee or Board Action:

None

Financial Impact: _____ Yes ___X___ No

Funding Source/ Recap: N/A

Materials included:

Draft Resolution

Recommendation:

Adopt a resolution authorizing the General Manager to accept grants of interests in real estate, including easements.

Action Required: ___X___ Resolution _____ Motion _____ Review

Board Action

Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

RESOLUTION NO. 2025-16

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN BENITO COUNTY WATER DISTRICT**

**A RESOLUTION AUTHORIZING GENERAL MANAGER TO ACCEPT DEEDS OR
GRANTS CONVEYING INTERESTS IN OR EASEMENTS UPON REAL ESTATE**

WHEREAS, Government Code § 27281 requires governmental agencies to affirmatively accept granted interests in real property;

WHEREAS, Government Code § 27281(a) permits governmental agencies to authorize the acceptance of interests in real property on a case-by-case basis by the execution of a certificate of acceptance;

WHEREAS, Government Code § 27281(b) permits governmental agencies to delegate the authority to accept interests in real property to specific officers or agents;

WHEREAS, Board authorization accepting real property interests on a case-by-case basis is an unnecessary administrative burden, and authorizing the General Manager to accept such interests is efficient and appropriate;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The foregoing findings are true and correct and are adopted by the District Board as though set forth in full;
2. The General Manager is authorized to accept and consent to deeds and grants of interests and easements upon real estate without further Board approval, and authorized to execute and any and all documents necessary or convenient to effectuate the acceptance of such real property interests.

The foregoing Resolution was passed and adopted at a regular meeting of the Board of Directors of the San Benito County Water District held on September 24, 2025, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSENT: DIRECTORS:

ABSTAIN: DIRECTORS:

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2025-16)

Doug Williams
President

ATTEST:

Barbara L. Mauro
Board Secretary



Agenda

Item

14 (e)

Phase 1 (Task 1) Liner Raise MP 3.5 to MP 7.2

Phase 1 (Task 1) Description	MP 3.5 - 7.2 (Partial Pool 1)
	Estimated Construction Cost
<p>Phase 1 (Task 1): Restore the canal to a 4,600 cfs delivery capacity, from Mile Post (MP) 3.5 to MP 7.2, designed to achieve 4,600 cfs, without accounting for potential future subsidence (generally referred to as an approximate 2-foot raise).</p> <p>The design should assume Intertie Pumping Plant (DCI) will have an operational range from 0 to 700 cfs and is located at MP 7.2.</p> <p>NOTE - This scenario does not include canal capacity restoration downstream of DCI.</p>	\$19,750,000

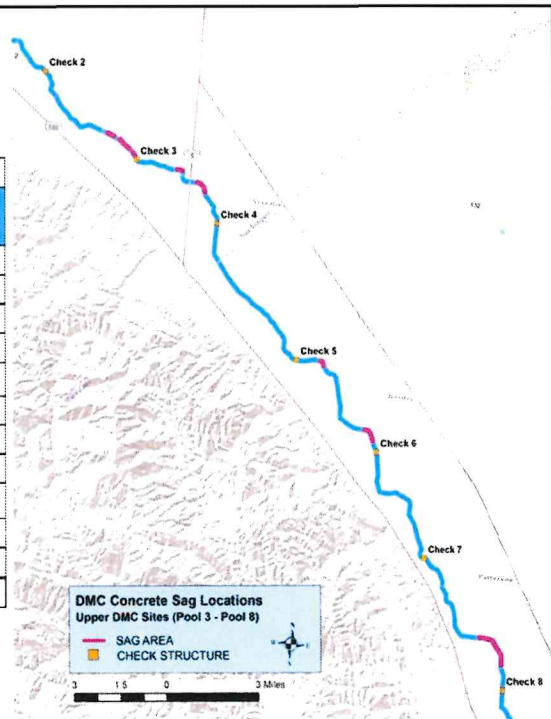


1

Phase 1 (Task 2) - Summary of Sag Repair Costs

Sag Locations				2 ft. Raise		
Pool	# of Sag Locations		MP	Distance (ft)	Estimated Cost	
3	4	1	19.34 - 19.54	1,056	\$1,400,000	
		2	19.80 - 19.86	317	\$400,000	
		3	20.13 - 20.17	211	\$275,000	
		4	20.37 - 20.48	581	\$750,000	
4	2	5	22.02 - 22.20	950	\$1,500,000	
			Sub-Total			\$4,325,000
		6*	22.88 - 23.33	2,376	\$3,100,000	
6	2	7*	30.62 - 30.80	950	\$1,000,000	
		8*	33.50 - 34.01	2,693	\$2,900,000	
8	1	9*	42.31 -43.46	6,072	\$6,900,000	
Sub-Total					\$13,900,000	
Total Estimated Sag Repair Cost					\$18,225,000	

Note: *4 Identified priority sag areas from July 10, 2025, Special Joint Workshop



2

Phase 1(Task 3) - Panel Repair 5 YR. Program

Pool No.	No. Sites	Planned Year of Repair (x\$1,000)				
		Yr 1 (4 Sites)	Yr 2 (5 Sites)	Yr 3 (5 Sites)	Yr 4 (5 Sites)	Yr 5 (5 Sites)
1	1				\$ 1,200	
3	6	\$ 1,100	\$ 1,100	\$ 2,400	\$ 1,200	\$ 1,200
4	4	\$ 1,100	\$ 2,200			\$ 1,200
6	4			\$ 1,200	\$ 1,200	\$ 2,400
8	6	\$ 2,200	\$ 2,200	\$ 2,400		
9	2				\$ 1,200	\$ 1,200
13	1				\$ 1,200	
Total:	24	\$ 4,400	\$ 5,500	\$ 6,000	\$ 6,000	\$ 6,000

*3% esc. per year, includes non-contract costs

Total: \$ 27,900

Repairs to be prioritized based on the following criteria:

- Accessibility and staging areas
- Priority/Highly subsidized Pool
- Urban Canal Section
- Fill Section
- Continued/Recent movement occurring
- Severity of damage

***24 assumed sites. Additional sites currently being investigated.**

