

**BOARD OF DIRECTORS
SAN BENITO COUNTY WATER DISTRICT
Agenda For
July 29, 2026
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/81338859881?pwd=Eyzx5bUI0elR0rAUamkb8la8nV604K.1>

Meeting ID

813 3885 9881

Passcode:

559177

Dial Only:

Dial by your location

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

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 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.)

- ## REGULAR AGENDA

- 2

13. Committee/Agency Representative Reports:
 - a. San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)
 - b. Finance Committee (Tonascia/Freeman)
 - c. Investment Committee (Flores/Williams)
 - d. Personnel Committee (Flores/Tonascia)
 - e. Zone 3 Water Supply & Operations Committee (Tonascia/Williams)
 - f. Zone 6 Water Supply & Operations Committee (Tonascia/Wright)
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:**
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Dana Jacobson, General Manager
Employee Organization: SEIU 521 Office and Field Employees Unit
Union Labor Negotiations
16. **CLOSED SESSION:**
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Dana Jacobson, General Manager
Unrepresented Employees:
Management/Confidential/Professional Employees: Accountant, Assistant Engineer, Associate Engineer, Deputy District Engineer, Finance Manager, Human Resources/Administrative Analyst, Operations and Maintenance Manager, Senior Engineer, Supervising Accountant, Water Conservation Program Manager
Management/Confidential/Professional Labor Negotiations

17. **CLOSED SESSION:**
Pursuant to Government Code Section § 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency designated representative: Dana Jacobson
Unrepresented Employee: Assistant General Manager
Performance Evaluation
18. **CLOSED SESSION:**
Pursuant to Government Code Section § 54957.6
CONFERENCE WITH LABOR NEGOTIATOR
Agency designated representative: Jeremy T. Liem
Unrepresented Employee: General Manager
Performance Evaluation
19. **OPEN SESSION:**
Report any action, if any, from Closed Session
20. Adjournment

Adjournment - Unless there is a special meeting prior to that time, the next regular meeting of the Board will be Wednesday, August 26, 2026. 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

June 23, 2026
Special Meeting
3:06 p.m.

The Board of Directors of the San Benito County Water District convened in special session on Tuesday, June 23, 2026, at 3:06 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President Mark Wright, Vice President Joe Tonascia and Directors Sonny Flores and Doug Williams; Director John Freeman was absent. Also present were General Manager Dana Jacobson, District Counsel Jeremy T. Liem, Assistant General Manager Brett Miller and Executive Assistant/Board Clerk Barbara Mauro. Also in attendance was Kelly Tuffo, Special District Counsel.

CALL TO ORDER

President Wright called the meeting to order at 3:06 p.m.

- a. **Pledge of Allegiance to the Flag**
President Wright led the Pledge of Allegiance.
- b. **Roll Call**
Mrs. Mauro called roll; President Wright, Vice President Tonascia and Directors Flores and Williams were present; Director Freeman was absent.
- c. **Approval of the Agenda**
With no changes to the Agenda, a motion was made by Director Flores and seconded by Director Williams; the Agenda was approved by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.
- d. **Speakers will be limited to 5 minutes to address the Board**

AGENDA ITEMS:

1. **CLOSED SESSION: Conference with Legal Counsel**
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Dana Jacobson, General Manager
Employee Organization: SEIU 521 Office and Field Employees Unit
2. **CLOSED SESSION: Conference with Legal Counsel**
Pursuant to Government Code Section 54957.6
Agency Designated Representative: Dana Jacobson, General Manager
Unrepresented Employees:
Management/Confidential/Professional Employees: Accountant, Assistant Engineer, Associate Engineer, Deputy District Engineer, Finance Manager, Human Resources/Administrative Analyst, Operations and Maintenance Manager, Senior Engineer, Supervising Accountant, Water Conservation Program Manager

(The Board convened in Closed Session at 3:08 p.m.)

3. OPEN SESSION:
Report out any action taken, if any, from Closed Session items

(The Board reconvened in Open Session at 4:47 p.m.)

President Wright called the meeting back to order and stated there was no action to report from Closed Session.

ADJOURNMENT

With no further business to discuss, the meeting was adjourned at 4:48 p.m.

Mark Wright, President

Barbara L. Mauro, Executive Assistant/Board Clerk



Agenda

Item

1

June 24, 2026
Regular Meeting
5:01 p.m.

The Board of Directors of the San Benito County Water District convened in regular session on Wednesday, June 24, 2026, at 5:01 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President Mark Wright, Vice President Joe Tonascia and Directors Sonny Flores and Doug Williams; Director John Freeman 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 Resources Technician II Dustin Franco, Human Resources/Administrative Analyst Cindy Tyler, Office Programmer III Anne Stull, Office Specialist II Shannon Darnall and Executive Assistant/Board Clerk Barbara Mauro. Jeff Cattaneo was also present.

CALL TO ORDER

President Wright called the meeting to order at 5:01 p.m.

- a. **Pledge of Allegiance to the Flag**
President Wright led the Pledge of Allegiance.
- b. **Roll Call**
Mrs. Mauro called roll. Members present were: President Wright, Vice President Tonascia and Directors Flores and Williams; Director Freeman 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 Tonascia, the Agenda was approved by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.
- e. **Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda**
There were no public comments.

CONSENT AGENDA:

1. **Approval of Minutes for:** **May 27, 2026 Regular Meeting**
June 17, 2026 Special Meeting
2. **Allowance of Claims**
3. **Acknowledgement of Paid Claims prior to the June Board Meeting**
4. **On Call Contracts – Status Updates**

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

REGULAR AGENDA

5. Recognizing Dustin Franco for 10 Years of Service, Certificate Issued

Mr. Jacobson thanked Mr. Franco for his 10 years of service, which has included taking water quality sampling and measurements of the Hernandez and Paicines reservoirs. Mr. Jacobson presented him with a certificate commemorating this accomplishment. With a motion by Vice President Tonascia and a second by Director Flores, the Board approved recognizing Dustin Franco for 10 years of Service, by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.

6. 2025 Urban Water Management Plan Update

a. Proof of Publication

Mrs. Mauro verified the proof of publication.

b. Presentation of 2025 Urban Water Management Plan Update

Mr. Jacobson reviewed the plan update, stating it was a joint effort by the District, the City of Hollister, Sunnyslope County Water District and the City of San Juan Bautista. He further reported the District is in good condition and that this plan is a compliance document, updated every 5 years. Mr. Jacobson stated it included an analysis of water supply and demand and reviews the conservation programs. All agencies have approved of the update, with the exception of Sunnyslope County Water District, who asked for additional time to review it.

c. Questions of Directors

There were no questions from the Directors.

d. Open Public Hearing

President Wright opened the Public Hearing.

e. Close Public Hearing or continue to later date

With no comments from the public, either in person or via Zoom, President Wright closed the public hearing.

f. Consider Resolution Approving of the 2025 Urban Water Management Plan Update

With a motion by Director Williams and a second by Director Flores, the Board approved Resolution #2026-14, *A Resolution of the Board of Directors of the San Benito County Water District Approving of the 2025 Urban Water Management Plan Update* by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.

7. Consider Authorizing General Manager to Execute a Contract with Todd Groundwater to Prepare Annual Groundwater Reports for Water Years 2026 through 2030 (NTE \$310,975)

Mr. Jacobson reviewed this item for the Board. The Annual Groundwater Report, approved by the Board earlier this year, was the last report under the current contract with Todd Groundwater. He further reported the cost is lower than the previous contract, as to reflect historical spending. Mr. Jacobson and the Zone 6 Committee recommend

approval of a new contract to cover the next five years of reports, through Todd Groundwater.

With no questions from the Board or comments from the public, in person or via Zoom, the Board Authorized the General Manager to Execute a Contract with Todd Groundwater to Prepare Annual Groundwater Reports for Water Years 2026 through 2030 (NTE \$310,975) by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.

8. **Consider Resolution for the San Benito County Water District Acting as the Groundwater Sustainability Agency for the North San Benito Groundwater Basin, Requesting the County of San Benito to Collect a Groundwater Management Fee on the Property Tax Rolls**

Mr. Miller reviewed this item for the Board. Mr. Miller stated the Board recently approved a new Groundwater Management Fee; this resolution is an annual request for San Benito County to collect this fee on the tax rolls, on behalf of the District, for 3166 parcels, for the approximate amount of \$43,766.

With no questions by the Board and no comments by the public, either in person or via Zoom, the Board approved Resolution #2026-15, *a Resolution of the Board of Directors of the San Benito County Water District Acting as the Groundwater Sustainability Agency for the North San Benito Groundwater Basin, Requesting the County of San Benito to Collect a Groundwater Management Fee on the Property Tax Rolls* by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.

9. **Consider Resolution Adopting a Policy for Travel and Expense Reimbursement and Repealing Conflicting Resolutions or Portions Thereof**

Mr. Miller reviewed this item for the Board. He stated amending this policy would now include the District employees and meal reimbursement would be based on GSA established rates, when traveling for training or conferences. This policy would cover board members, District employees and volunteers. Staff will provide guidelines for GSA prior to attendance at training and conferences. This comes to the Board with the recommendation from the Administration Committee. Vice President Tonascia asked to clarify that the Board members were not employees of the District which was confirmed by District Counsel.

With no further questions from the Board and no comments from the public, in person or via Zoom, the Board approved Resolution #2026-16, *A Resolution of the Board of Directors of the San Benito County Water District Adopting a Policy for Travel and Expense Reimbursement and Repealing Conflicting Resolutions or Portions Thereof* by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.

10. **Consider Authorizing the General Manager to Execute a Contract with Gutierrez Consultants to Provide ongoing Grant Administration and Support Services (NTE \$235,000)**

Mr. Jacobson reviewed this item for the Board. He reported Ms. Gutierrez has provided grant administrative services in 2006; she has done a good job on behalf of the District and has been very successful. He reviewed the amount of grant funding she has obtained for the District, particularly on the ADRoP Project. Her current contract with the District is due to run out of funds and there are several upcoming projects the District will need her expertise on.

With no questions from the Board and no comments from the public, either in person or via Zoom, a motion was made by Director Flores and seconded by Director Williams, the Board Authorized the General Manager to Execute a Contract with Gutierrez Consultants to Provide ongoing Grant Administration and Support Services (NTE \$235,000) by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.

11. **Successor Memorandum of Understanding Between San Benito County Water District and Service Employees International Union Local 521:**

Mr. Miller gave a brief overview of both agenda items #11 and #12. Regarding agenda item #11, compensation changes included increased on-call pay from \$35 to \$40 per day, elimination of continuing education incentive pay, addition of out-of-class pay for temporary promotions, and adjustments to the cafeteria plan and uniform allowances. He added, the total additional cost for fiscal year 26-27 was \$421,000 for both SEIU and MCP units. President Wright asked what out of class pay is for? Mr. Miller explained it applies when employees temporarily take on higher-level positions due to leave or absence, with pay based on either 5% of current salary or the lowest step of the new position, ensuring at least a 5% increase.

a. **Consider Resolution 2026-17 Approving a Successor Memorandum of Understanding with Service Employees International Union Local 521**

With no further questions from the Board and no comments from the public, either in person or via Zoom, the Board approved Resolution #2026-17, *a Resolution of the Board of Directors of the San Benito County Water District Approving a Successor Memorandum of Understanding with Service Employees International Union Local 521* by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.

b. **Authorize Board President to Sign Successor Memorandum of Understanding with Service Employees International Union Local 521**

With no further questions from the Board and no comments from the public, either in person or via Zoom, the Board Authorized the Board President to Sign Successor Memorandum of Understanding with Service Employees International Union Local 521 by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.

12. **Consider Resolution 2026-18 for the Compensation for the Management/Confidential/Professional Employee Group, Accountant, Assistant Engineer, Associate Engineer, Deputy District Engineer, Finance Manager, Human Resources/Administrative Analyst, Operations and Maintenance Manager, Senior Engineer, Supervising Accountant, Water Conservation Program Manager**

Mr. Miller had already reviewed this item, during agenda item #11. Before considering this item, Mr. Craig asked to address the Board. Mr. Craig expressed concern about the equitable treatment of mid-level managers in the compensation process, noting they lacked a voice in negotiations unlike the other groups. He further stated that there was little incentive for those who go above and beyond in their positions and there should be a greater consideration for performance and compensation in discussions leading up to the contract in these circumstances.

Mr. Miller stated, for the group, Management/Confidential/Professional Group, there is a requirement to read an oral summary into the record. President Wright read the following oral summary into the record:

- **Oral Summary**

Government Code section 54953, subsection (d)(3) requires that, before taking final action, the Board of Directors must orally report a summary of the recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of local agency executives and department heads or other similar administrative officers. Therefore, I am reporting the following oral summary regarding such items appearing on the agenda.

Item # 12 pertains to final action by the Board of Directors regarding the recommendation for adoption of a resolution covering salary and benefits for the Management/ Confidential/ Professional Employee group, which includes the Deputy District Engineer, the Finance Manager, the Operations & Maintenance Manager, and Water Conservation Program Manager who constitute local agency executives under Government Code section 3511.1:

- *Effective July 6, 2026, salary schedules will be increased to:*

For the Deputy District Engineer, a minimum monthly salary of \$12,568 and a maximum monthly salary of \$15,582.(this amount was corrected after the completion of the oral statement to \$16,539 and changed in the final version of Resolution 2026-18)

For the Finance Manager, a minimum monthly salary of \$10,783 and a maximum monthly salary of \$14,190.

For the Operations and Maintenance Manager, a minimum monthly salary of \$11,409 and a maximum monthly salary of \$15,014.

For the Water Conservation Program Manager, a minimum monthly salary of \$8,443 and a maximum monthly salary of \$11,111.

- *Effective the first full pay period following July 1, 2027, the salary schedules for the Deputy District Engineer, Operations & Maintenance Manager, Finance Manager, and Water Conservation Program Manager classifications will be adjusted by a 3% cost of living adjustment.*

- *Effective the first full pay period following July 1, 2028, the salary schedules for the Deputy District Engineer, Operations & Maintenance Manager, Finance Manager, and Water Conservation Program Manager classifications will be adjusted by a 3% cost of living adjustment.*

- *Effective July 1, 2026, the Continuing Education Incentive, which provides up to \$67.30 per pay period for completion of Continuing Education Units, will be eliminated.*
 - *Effective July 6, 2026, employees who are required by the District General Manager or designee to work in an upgraded position/classification of limited duration will receive out of class pay in the amount of 5% of base pay or the beginning step salary of the temporary rank being held for all of the time spent in this capacity, whichever is higher.*
 - *Effective as soon as administratively feasible following July 6, 2026, the District will provide on a monthly basis a cafeteria plan allowance for employees based on the employee's enrolled plan and level of insurance coverage for medical, dental, and vision insurance up to the amounts below.*
 - o *For Single Party medical coverage, the District will pay the higher of either:*
 1. *\$1,547 per month (inclusive of cafeteria plan allowance and PEMHCA minimum), OR*
 2. *90% cost of health insurance coverage for the employee's level of enrollment (inclusive of PEMHCA minimum), not to exceed 90% of the cost of PERS GOLD, plus 90% of the cost of Dental insurance for the employee's level of enrollment, plus 90% cost of Vision insurance for the employee's level of enrollment. Under this option, no cash back will be paid to the employee if the employee enrolls in lower cost health insurance or opts out of vision insurance.*
 - o *For 2-Party and Family medical coverage, the District will pay 90% cost of PERS Gold (inclusive of PEMHCA minimum), plus 90% cost of Dental based on level of enrollment, plus 90% cost of Vision based on level of enrollment. No cash back will be paid to the employee if the employee enrolls in lower cost health insurance or opts out of vision insurance.*
 - *Effective July 6, 2026, if an employee elects no District-offered health insurance coverage, the District will pay the employee \$500 per month in cash. This is reduced from the current payment of \$1,285 per month.*
 - *Effective January 1, 2027, the District will reimburse employees in classifications required to wear safety shoes, upon presentation of receipt, \$325 each calendar year for safety shoe purchases. This is increased from the current amount of \$275 per year.*
- The Resolution contains changes for other employees covered by the Management/ Confidential/ Professional Employee group who are not considered local agency executives, and which are not covered by this oral summary.*
- All other items listed in Resolution No 2026-18 are existing elements of compensation for the Management/Confidential/Professional group.*

Vice President Tonascia asked if Mr. Craig's comments would be included in the minutes and Mr. Jacobson stated they would.

With no further questions from the Board and no further comments from the public, either in person or via Zoom, the Board approved Resolution #2026-18 *A Resolution of the Board of Directors of the San Benito County Water District for the Compensation for the Management/Confidential/Professional Employee Group, Accountant, Assistant Engineer, Associate Engineer, Deputy District Engineer, Finance Manager, Human Resources/Administrative Analyst, Operations and Maintenance Manager, Senior Engineer, Supervising Accountant, Water Conservation Program Manager* by 4 affirmative votes, Wright, Tonascia, Flores and Williams and there was 1 absence, Freeman.

13. **Committee/Agency Representative Reports:**
- a. **San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)**
Mr. Jacobson stated he will report on this under his manager's report.
 - b. **Pajaro River Watershed Flood Prevention Authority (Flores/Williams)**
As per Director Flores, general business and long-term projects were discussed.
 - c. **Water Resources Association (Flores/Freeman)**
As per Director Flores, discussion included coverage during Mrs. Osorio's maternity leave and changes to the manager's report to show all efforts for water conservation.
 - d. **Administration Committee (Flores/Williams)**
As per Directors Flores and Williams, this has already been covered.
 - e. **Personnel Committee (Flores/Tonascia)**
As per Directors Flores and Tonascia, this has already been covered.
 - f. **Zone 6 Water Supply & Operations Committee (Tonascia/Wright)**
As per Directors Tonascia and Wright, this has already been covered.
14. **Monthly Operations and Maintenance Report**
Mr. Craig provided an operations update on water management across various locations, including San Justo and Hernandez Reservoirs. He further reported on upcoming meter replacement projects and the upcoming cathodic protection surveys.
15. **General Manager's Report:**
- a. **Reach 1 Operations**
Mr. Jacobson stated he had nothing he wished to report at this time.
 - b. **Zone 3 Operations**
Mr. Jacobson stated Mr. Craig covered this in his report.
 - c. **Zone 6 Operations**
Mr. Jacobson reported there will be 2 agreements coming to the Board, regarding the Yuba water transfers; the Warren Act and the Power agreement.
 - d. **Accelerated Drought Response Project (ADRoP)**
Mr. Jacobson reported the progress on this project which included well construction completion, ongoing pipeline work and the next major authorization needed will be for well pumps, expected at the July meeting.
 - e. **San Luis and Delta-Mendota Water Authority Activities**
Mr. Jacobson reported contracts for the Delta Mendota Canal Subsidence Correction Project were issued. \$37.5 million was awarded to Kiewit Construction while two other contracts were also awarded; one for construction management and the other for permitting support. The total for the three contracts is \$43 million.

f. City of San Juan Bautista Water Supply Plan

Mr. Jacobson reported the City has 30% design work complete; he is recommending that they improve the proposed controls for the system to maintain consistent water quality.

g. B F Sisk Dam Raise Project

Mr. Jacobson stated he had nothing he wished to report at this time.

h. Sustainable Groundwater Management Act Compliance

Mr. Jacobson stated he had nothing he wished to report at this time.

i. Miscellaneous District items

Mr. Jacobson thanked Mrs. Darnall for being willing to take on the responsibilities of the Water Resources Association duties while Mrs. Osorio is on maternity leave.

16. Adjournment

With no further business to discuss, the meeting was adjourned at 6:12 p.m.

Mark Wright, President

Barbara L. Mauro, Executive Assistant/Board Clerk



Agenda

Item

2



San Benito County Water District

Check Register

Packet: APPKT00367 - Board Claims July 29, 2026

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
005115	AAA Business Supplies LP	07/29/2026	Regular	0.00	306.44	61218
000561	Brigantino Irrigation	07/29/2026	Regular	0.00	35.80	61219
000869	Cintas Corporation	07/29/2026	Regular	0.00	214.05	61220
000905	CM Analytical Inc	07/29/2026	Regular	0.00	2,700.00	61221
001264	Don Chapin Company Inc	07/29/2026	Regular	0.00	1,276.33	61222
001553	Fastenal Company	07/29/2026	Regular	0.00	50.93	61223
001901	HDR Engineering Inc	07/29/2026	Regular	0.00	187,248.49	61224
001988	ICONIX Waterworks Inc	07/29/2026	Regular	0.00	3,100.39	61225
002405	John Smith Landfill	07/29/2026	Regular	0.00	167.58	61226
002423	Johnson Lumber Company	07/29/2026	Regular	0.00	84.85	61227
005184	Project Energy Savers, LLC	07/29/2026	Regular	0.00	1,779.47	61228
004218	SJ Electro Systems, Inc.	07/29/2026	Regular	0.00	19,660.50	61229
004554	Sunnyslope County Water District	07/29/2026	Regular	0.00	334,714.29	61230
004728	Todd Groundwater	07/29/2026	Regular	0.00	1,069.00	61231
004814	Underground Service Alert	07/29/2026	Regular	0.00	2,983.62	61232

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	24	15	0.00	555,391.74
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	0	0	0.00	0.00
	24	15	0.00	555,391.74

Fund Summary

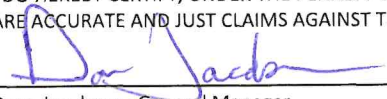
Fund	Name	Period	Amount
999	Pooled Cash	7/2026	555,391.74
			555,391.74

Authorization Signatures

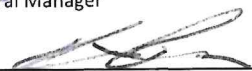
Board Claims Approval

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.

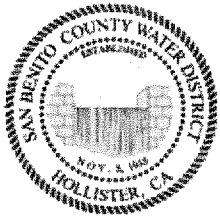


Dana Jacobson, General Manager



Brett Miller, Assistant General Manager

Mark Wright, Board President



San Benito County Water District

Payment Register

APPKT00367 - Board Claims July 29, 2026

01 - Vendor Set 01

Bank: AP - Accounts Payable

Vendor Number	Vendor Name	Total Vendor Amount
<u>005115</u>	AAA Business Supplies LP	306.44

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		07/23/2026	306.44		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>2507998-0</u>	Office Supplies	07/15/2026	08/14/2026	0.00	276.40
<u>2508199-0</u>	Office Supplies	07/16/2026	08/15/2026	0.00	214.30
<u>C2507998-7</u>	Office Supplies -Refund	07/15/2026	08/14/2026	0.00	-184.26

Vendor Number	Vendor Name	Total Vendor Amount
<u>000561</u>	Brigantino Irrigation	35.80

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		07/23/2026	35.80		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>220000154910</u>	Maintenance Supplies	07/14/2026	08/13/2026	0.00	35.80

Vendor Number	Vendor Name	Total Vendor Amount
<u>000869</u>	Cintas Corporation	214.05

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		07/23/2026	214.05		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>4276451074</u>	Weekly Service	07/21/2026	08/20/2026	0.00	214.05

Vendor Number	Vendor Name	Total Vendor Amount
<u>000905</u>	CM Analytical Inc	2,700.00

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		07/23/2026	2,700.00		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>86937</u>	Water Quality Testing	07/13/2026	08/12/2026	0.00	2,700.00

Vendor Number	Vendor Name	Total Vendor Amount
<u>001264</u>	Don Chapin Company Inc	1,276.33

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		07/23/2026	1,276.33		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>210938</u>	Maintenance Supplies	07/08/2026	08/07/2026	0.00	1,132.94
<u>211148</u>	Maintenance Supplies	07/13/2026	08/12/2026	0.00	143.39

Vendor Number	Vendor Name	Total Vendor Amount
<u>001553</u>	Fastenal Company	50.93

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		07/23/2026	50.93		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>MN0191041340</u>	Inventory Control -Nuts & Bolts	07/06/2026	08/20/2026	0.00	50.93

Vendor Number	Vendor Name	Total Vendor Amount
<u>001901</u>	HDR Engineering Inc	187,248.49

Payment Type	Payment Number	Payment Date	Payment Amount		
Check		07/23/2026	187,248.49		
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount
<u>1200839007</u>	Engineering Services	06/26/2026	07/26/2026	0.00	80,245.93
<u>1200846616</u>	Engineering Services	07/17/2026	08/16/2026	0.00	107,002.56

Payment Register
APPKT00367 - Board Claims July 29, 2026

Vendor Number	Vendor Name					Total Vendor Amount
<u>001988</u>	ICONIX Waterworks Inc					3,100.39
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		07/23/2026	3,100.39			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>U2616025481</u>	Maintenance Supplies	07/17/2026	08/16/2026	0.00	3,100.39	
Vendor Number	Vendor Name					Total Vendor Amount
<u>002405</u>	John Smith Landfill					167.58
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		07/23/2026	167.58			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>01-01168192</u>	Dump Fees	07/13/2026	08/12/2026	0.00	167.58	
Vendor Number	Vendor Name					Total Vendor Amount
<u>002423</u>	Johnson Lumber Company					84.85
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		07/23/2026	84.85			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>294821</u>	Maintenance Supplies	07/10/2026	08/10/2026	0.00	21.52	
<u>295070</u>	Maintenance Supplies	07/20/2026	08/10/2026	0.00	63.33	
Vendor Number	Vendor Name					Total Vendor Amount
<u>005184</u>	Project Energy Savers, LLC					1,779.47
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		07/23/2026	1,779.47			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>26-942</u>	WRA Advertising Supplies	07/14/2026	08/13/2026	0.00	1,779.47	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004218</u>	SJ Electro Systems, Inc.					19,660.50
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		07/23/2026	19,660.50			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>CD99619469</u>	Engineering Services	05/28/2026	06/27/2026	0.00	7,318.00	
<u>CD99623520</u>	Scada Support	06/29/2026	07/29/2026	0.00	10,378.00	
<u>CD99623525</u>	Scada Support	06/30/2026	07/30/2026	0.00	9,282.50	
<u>CR999921696</u>	Engineering Services	06/19/2026	07/19/2026	0.00	-7,318.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004554</u>	Sunnyslope County Water District					334,714.29
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		07/23/2026	334,714.29			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>INV00562</u>	Plant Operations - Lessalt	06/30/2026	07/30/2026	0.00	84,338.47	
<u>INV00563</u>	Plant Operations -West Hills	06/30/2026	07/30/2026	0.00	250,375.82	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004728</u>	Todd Groundwater					1,069.00
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		07/23/2026	1,069.00			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>37653 726</u>	Engineering Services	07/08/2026	08/07/2026	0.00	1,069.00	
Vendor Number	Vendor Name					Total Vendor Amount
<u>004814</u>	Underground Service Alert					2,983.62
Payment Type	Payment Number	Payment Date	Payment Amount			
Check		07/23/2026	2,983.62			
Payable Number	Description	Payable Date	Due Date	Discount Amount	Payable Amount	
<u>1645662026</u>	Annual Service Fee	07/20/2026	08/19/2026	0.00	2,983.62	

Payment Summary

Bank Code	Type	Payable Count	Payment Count	Discount	Payment
AP	Check	24	15	0.00	555,391.74
Packet Totals:		24	15	0.00	555,391.74

Cash Fund Summary

Fund	Name	Amount
999	Pooled Cash	-555,391.74
Packet Totals:		-555,391.74

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 3

Meeting Date: July 29, 2026

Submitted By: Leilani Vidal

Presented By: Dana Jacobson

Agenda Title: Acknowledgement of Paid Claims prior to the July 2026 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
Specialty Construction	61125	\$1,468,846.11	Engineering Services	06/29/26
Sanra Clara Valley Water District	61146	\$5,117.04	Agency reimbursement	07/09/26
See attached Check Register APPKT00354 (Mid-month Board Claims)				07/15/26

<i>Wire Transfers</i>				
USBR (pay.gov)	Wire Transfer	\$971,075.77	Contract repayment #40	06/26/26
Specialty Construction	Wire Transfer	\$77,307.69	Retention Escrow Payment	06/29/26
San Luis Delta Mendota Water Authority	Wire Transfer	\$95,703.75	O&M delivery costs (July 2026 advanced water delivery payment form)	07/09/26
USBR (pay.gov)	Wire Transfer	\$147,698.52	Water Payment (July Payment Recap)	07/09/26

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 _____

VENDOR: 004450 Specialty Construction Inc.

61125

06/29/2026

DATE	INVOICE #	DESCRIPTION	AMOUNT
6/18/2026	8 R2	Engineering Services	1,468,846.11

CHECK TOTAL 1,468,846.11

US Bank EFT # 61125

APPKT00341

EFT DATE
06/29/2026

PAY THIS AMOUNT
\$1,468,846.11

PAY *** VOID *** NON-NEGOTIABLE *** VOID *** FOR INFORMATION ONLY *** VOID ***

TO THE ORDER OF Specialty Construction Inc.
645 Clarion Court
San Luis Obispo, CA 93401

AP
US Bank

VENDOR: 004315 Santa Clara Valley Water Dist

61146

07/09/2026

DATE	INVOICE #	DESCRIPTION	AMOUNT
7/9/2026	070926	Advanced Payment Draw Down -Inv 9AP	5,117.04

CHECK TOTAL 5,117.04

US Bank EFT # 61146

APPKT00350

EFT DATE
07/09/2026

PAY THIS AMOUNT
\$5,117.04

PAY *** VOID *** NON-NEGOTIABLE *** VOID *** FOR INFORMATION ONLY *** VOID ***

TO THE Santa Clara Valley Water Dist
ORDER P. O. Box 20130
OF San Jose, CA 95160-0130

AP
US Bank



San Benito County Water District

Check Register

Packet: APPKT00354 - Board Claims -July mid-month 7/15/26

By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: AP-Accounts Payable						
001866	Gutierrez Consultants	07/15/2026	EFT	0.00	9,570.00	12
000018	A-1 Services	07/15/2026	Regular	0.00	828.00	61147
000081	Alan Zeisbrich	07/15/2026	Regular	0.00	2,790.00	61148
000355	B&S Supply	07/15/2026	Regular	0.00	1,482.22	61149
000415	Before the Movie Inc	07/15/2026	Regular	0.00	453.00	61150
000561	Brigantino Irrigation	07/15/2026	Regular	0.00	6,079.72	61151
000869	Cintas Corporation	07/15/2026	Regular	0.00	885.69	61152
000937	Corrpro Companies, Inc.	07/15/2026	Regular	0.00	138,500.00	61153
001043	Dataflow Business Systems Inc	07/15/2026	Regular	0.00	403.04	61154
001256	Dokken Engineering	07/15/2026	Regular	0.00	2,000.00	61155
001264	Don Chapin Company Inc	07/15/2026	Regular	0.00	980.52	61156
001375	Edges Electrical Group	07/15/2026	Regular	0.00	747.84	61157
001409	ELC Consulting	07/15/2026	Regular	0.00	9,297.35	61158
001590	Ford Equipment Repair Co.	07/15/2026	Regular	0.00	1,400.00	61159
001592	Foster & Foster Inc	07/15/2026	Regular	0.00	9,000.00	61160
001793	Golden State Portables	07/15/2026	Regular	0.00	900.00	61161
001949	Hollister Auto Parts Inc	07/15/2026	Regular	0.00	15.27	61162
001988	ICONIX Waterworks Inc	07/15/2026	Regular	0.00	5,940.45	61163
002423	Johnson Lumber Company	07/15/2026	Regular	0.00	207.43	61164
002699	Kennedy/Jenks Consultants Inc.	07/15/2026	Regular	0.00	152,142.96	61165
002783	Landscape Design by Rosemary Brid	07/15/2026	Regular	0.00	800.00	61166
002874	Liebert Cassidy Whitmore Prof Law C	07/15/2026	Regular	0.00	6,920.00	61167
003247	McKinnon Lumber, Inc.	07/15/2026	Regular	0.00	273.42	61168
003399	Mission Village Voice Media LLC	07/15/2026	Regular	0.00	544.00	61169
003419	Monterey Bay Air Resources District	07/15/2026	Regular	0.00	2,188.00	61170
003488	NEXGEN Asset Management	07/15/2026	Regular	0.00	52,019.00	61171
003589	Pajaro River Watershed Flood Preve	07/15/2026	Regular	0.00	10,000.00	61172
003606	Pape' Machinery	07/15/2026	Regular	0.00	627.30	61173
003607	Parcel Quest	07/15/2026	Regular	0.00	5,998.00	61174
003752	Pitney Bowes	07/15/2026	Regular	0.00	912.14	61175
004174	Rossi's Tire & Auto Service	07/15/2026	Regular	0.00	38.22	61176
004456	Spurzem & Liem LLP	07/15/2026	Regular	0.00	4,537.50	61177
004495	Stericycle, Inc.	07/15/2026	Regular	0.00	243.18	61178
004554	Sunnyslope County Water District	07/15/2026	Regular	0.00	21,391.80	61179
004728	Todd Groundwater	07/15/2026	Regular	0.00	22,700.00	61180
004771	Toro Petroleum Corporation	07/15/2026	Regular	0.00	5,149.12	61181
004810	U.S. Bank Corporation	07/15/2026	Regular	0.00	5,642.24	61182
005130	U.S. Bank Trust Company, National A	07/15/2026	Regular	0.00	1,250.00	61183
004811	U.S. Geological Survey	07/15/2026	Regular	0.00	27,085.00	61184
004854	Verdant Commercial Capital LLC	07/15/2026	Regular	0.00	239.81	61185
000604	C. Overaa & Co	07/15/2026	Bank Draft	0.00	2,331,011.20	167632902
004293	San Luis & Delta-Mendota WA	07/15/2026	Bank Draft	0.00	219,257.04	167633232
004937	Webster Bank	07/15/2026	Bank Draft	0.00	214,776.80	167633799

Check Register

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
005045	Zions Bancorporation, N.A.	07/15/2026	Bank Draft	0.00	20,503.00	167634023

Bank Code AP Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	66	39	0.00	502,612.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	6	4	0.00	2,785,548.04
EFT's	2	1	0.00	9,570.00
	74	44	0.00	3,297,730.26

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash	7/2026	3,297,730.26
			<u>3,297,730.26</u>

Pay.gov payment requested

6/25/2026

Release date

6/26/2026

Vendor	Payment prepared	Invoice no.	Description	GL Account no.	Amount
Bureau of Reclamation (USBR-LA)	6/25/2026	070126	USBR Contract Repayment #40	600-15010-0207-07	\$ 971,075.77
				Total payment amount	\$ 971,075.77

Daily Pay.gov total \$ 971,075.77

Customer # 3000019331

Online entry by:

Belani Vidal

Date

6/26/26

Wire Transfer Requested

6/29/2026

Release date

6/29/2026

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount
Specialty Construction	6/18/2026	7 R2 RET	Retention Escrow Payment	600-13510-C129-02	\$ 77,307.69
Total wire transfer					\$ 77,307.69

Daily wire activity total	\$ 77,307.69
---------------------------	--------------

Online entry by:

Gerlan Vidal
Date 6/29/26

Approved for release online by:

Kelly Urbina
Date 6/29/26

Wire Transfer Requested 7/8/2026 Release date 7/9/2026

Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount
San Luis Delta Mendota Water Authority	7/8/2026	070826	O&M delivery costs (July, 2026 advanced water delivery payment form)	600-54000-0000-07	\$ 95,703.75
Total wire transfer					\$ 95,703.75

Daily wire activity total	\$ 95,703.75
---------------------------	--------------

Online entry by: *Quilley Udel*
 Date: 7/9/26

Approved for release online by: *Cindy Paine*
 Date: 7/9/26

Pay.gov payment requested

7/8/2026

Release date

7/9/2026

Vendor	Payment Recap date prepared	Invoice no.	Description	GL Account no.	Amount
Bureau of Reclamation (USBR-LA)	6/4/2026	060426	June prepaid 2,000 AF AG	600-51100-0000-07	\$ (38,200.00)
Bureau of Reclamation (USBR-LA)	7/8/2026	070826	June usage 2,095 AF AG	600-51100-0000-07	\$ 40,014.50
Bureau of Reclamation (USBR-LA)	7/8/2026	070826	Sept prepay 2,011 AF M&I	600-51140-0000-07	\$ 56,850.97
Bureau of Reclamation (USBR-LA)	7/8/2026	070826	Sept prepay 1,000 AF AG	600-51100-0000-07	\$ 19,500.00
Bureau of Reclamation (USBR-LA)	7/8/2026	070826	June usage 2,095 AF AG Restoration	600-52100-0000-07	\$ 28,575.80
Bureau of Reclamation (USBR-LA)	7/8/2026	070826	June usage 2,095 AF AG Direct Pumping	600-52110-0000-07	\$ 28,450.10
Bureau of Reclamation (USBR-LA)	7/8/2026	070826	June usage 2,095 AF AG Direct Pumping Other	600-52110-0000-07	\$ 12,507.15
				Total payment amount	\$ 147,698.52

Daily Pay.gov total \$ 147,698.52

Customer # 3000019331

Online entry by:

Date


7/9/26



Agenda

Item

4



Fiscal Year 2026 On-Call Contract Activity Report
MCC Controls dba Primex - *Control System Services (SCADA Services)
Contract #: PRIMEX-2024 OC
Board Meeting 7/29/26

**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
	Closed	\$ 47,288	\$ 347,995	9	RTU-17 and device upgrades	1.31.25	\$ 47,287.80
	Closed	\$ 113,756	\$ 234,239	10	RTU 1,12,15,16,18 Hardware Upgrades	7.13.25	\$ 113,755.71
	Open	\$ 30,000	\$ 204,239	11	RTU 17 PLC and Device Upgrades	8.14.25	\$ 9,435.00
	Closed	\$ 46,528	\$ 157,711	12	RTU 12 PLC and Device Upgrades	11.26.25	\$ 46,527.80
	Closed	\$ 49,598	\$ 108,113	13	RTU 15 PLC and Device Upgrades	12.3.25	\$ 49,597.80
	Closed	\$ 47,948	\$ 60,165	14	RTU 16 PLC and Device Upgrades	12.3.25	\$ 47,947.80
	Closed	\$ 49,788	\$ 10,377	15	RTU 18 PLC and Device Upgrades	12.3.25	\$ 49,787.80
	Open	\$ 10,378	\$ (1)	16	RTU 1 PLC and Device Upgrades	4.14.26	
\$ 813,000		\$ 813,001	\$ (1)				\$ 781,950.80

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



Agenda

Item

5



Quarterly Investment Report

as of 3/31/2026

San Benito County Water District

Monthly Investment Report

Portfolio Summary

March 31, 2026

Investment	Par Value	Market Value	% of Portfolio	Original Term in days	Days to Maturity	Yield to Maturity
Local Agency Investment Funds	\$ 38,338,386.80	\$ 38,338,386.80	34.00%	1	1	3.83%
CAMP	24,516,255.16	24,516,255.16	21.74%	1	1	3.80%
Local Banks	3,686,495.54	3,686,495.54	3.27%	1	1	0.42%
Certificates of Deposit	5,690,000.00	5,635,168.48	5.00%	1,515	1,352	4.08%
Federal Agency Securities	40,650,000.00	40,582,401.00	35.99%	1,469	308	3.80%
Total and average	\$ 112,881,137.50	\$ 112,758,706.98	100.00%	1,279	989	3.69%

THIS SCHEDULE OF INVESTMENTS IS IN COMPLIANCE WITH THE INVESTMENT POLICY AS ESTABLISHED AND SUFFICIENT FUNDS WILL BE AVAILABLE TO MEET CASH FLOW REQUIREMENTS FOR THE NEXT SIX MONTHS. FAIR VALUES PROVIDED BY US BANK, MULTIBANK, AND LAIF.

NOTE: THE EFFECTIVE RATE OF RETURN INCLUDES CAPITAL GAINS FROM INVESTMENT SALES. THESE GAINS ARTIFICIALLY INFLATE THE EXPECTED YIELD.

Brett Miller, Assistant General Manager

Date

San Benito County Water District

Quarterly Investment Report

Quarterly Comparison

March 31, 2026

Investment	Current Quarter (3rd)			Prior Quarter (2nd)			Market Value Change
	Par Value	Market Value	% of Portfolio	Par Value	Market Value	% of Portfolio	
Local Agency Investment Funds	\$ 38,338,386.80	\$ 38,338,386.80	34.00%	\$ 15,779,564.68	\$ 15,779,564.68	14.76%	\$ 22,558,822.12
CAMP	24,516,255.16	24,516,255.16	21.74%	27,274,209.13	27,274,209.13	25.51%	(2,757,953.97)
Local Banks	3,686,495.54	3,686,495.54	3.27%	14,802,955.49	14,802,955.49	13.85%	(11,116,459.95)
Certificates of Deposit	5,690,000.00	5,635,168.48	5.00%	4,955,000.00	4,931,450.17	4.61%	703,718.31
Federal Agency Securities	40,650,000.00	40,582,401.00	35.99%	44,000,000.00	44,121,525.50	41.27%	(3,539,124.50)
Total and average	\$ 112,881,137.50	\$ 112,758,706.98	100.00%	\$ 106,811,729.30	\$ 106,909,704.97	100.00%	\$ 5,849,002.01

Reason for the changes between quarters:

Local Agency Investment Funds Moved property tax payment received late December into LAIF (\$8 Million). Also, deposited Bond Drawdown proceeds (\$14.5M) to LAIF.

CAMP Used \$2.7 million for operations like construction payments.

Local Banks Moved property tax payment received late December into LAIF (\$8M). Also, used funds for operations like construction payments (\$3M).

Certificates of Deposit Moved matured Federal Security to CDs (\$700,000).

Federal Agency Securities Moved matured security to CDs (\$700,000) and used funds for operations like construction payments (\$2.8M).

Monthly Investment Report
Interest Earnings Summary
March 31, 2026

Fiscal Year to	Month Ending	Date
	March 31	
CD/Coupon/Discount Investments:		
Interest Collected	\$ 41,191.38	\$ 996,282.28
Plus: Accrued Interest at End of Period	390,874.23	390,874.23
Less: Accrued Interest at Beginning of Period	(273,315.87)	(147,349.00)
Less: Accrued Interest at Purchase During Period	-	(24.90)
Interest Earned during Period	158,749.74	1,239,782.61
Adjusted by Premiums and Discount:	-	-
Adjusted by Capital Gains or Losses	-	613,468.74
Earnings during Period	158,749.74	1,853,251.35
Cash/Checking/Heritage/LAIF/CAMP Accounts		
Interest Collected	81,168.72	1,842,365.51
Plus: Accrued Interest at End of Period	-	-
Less: Accrued Interest at Beginning of Period	-	(558,001.85)
Interest Earned during Period	81,168.72	1,284,363.66
Total Interest Earned during Period	239,918.46	2,524,146.27
Total Adjustments from Premiums and Discounts	-	-
Total Capital Gains or Losses	-	613,468.74
Total Earnings during Period	\$ 239,918.46	\$ 3,137,615.01

Monthly Investment Report

March 31, 2026

CUSIP	Issuer	Purchase date	Par Value	Market Value	Current Rate	% of Investments	Original Term in days	Days to Maturity	Yield to Maturity
-------	--------	---------------	-----------	--------------	--------------	------------------	-----------------------	------------------	-------------------

Local Agency Investment Funds

N/A	Local Agency Investment Funds	\$ 38,338,386.80	\$ 38,338,386.80	38,338,386.80	3.826%	34.0%	1	1	3.826%
Subtotal and average									

C.A.M.P.

N/A	California Asset Management	\$ 24,516,255.16	\$ 24,516,255.16	24,516,255.16	3.800%	21.7%	1	1	3.800%
Subtotal and average									

Local Banks

N/A	US Bank	\$ 1,162,167.35	\$ 1,162,167.35	1,162,167.35	0.00%	1.0%	1	1	0.00%
N/A	Multi-Bank	\$ 332,845.03	\$ 332,845.03	332,845.03	0.00%	0.3%	1	1	0.00%
N/A	Heritage Bank	2,191,483.16	2,191,483.16	2,191,483.16	1.260%	1.9%	1	1	1.260%
Subtotal and average									

Certificates of Deposit

914359A07	University Community Crd Un	9/24/2025	249,000.00	248,123.52	3.650%	0.2%	730	542	3.894%
04846L6A8	Alliant CMNTY Bankers	9/29/2025	245,000.00	243,880.35	3.700%	0.2%	730	547	4.014%
458657MP5	Intercredit Bank	9/30/2025	249,000.00	248,727.61	3.850%	0.2%	730	548	3.994%
152577DD1	Central Bank	9/25/2025	249,000.00	247,727.61	3.850%	0.2%	723	723	4.118%
310567AV4	Farmers ST Bank	9/26/2025	249,000.00	247,725.12	3.850%	0.2%	1,095	909	4.066%
0561L6G82	BMW Bank	9/19/2025	245,000.00	242,420.15	3.650%	0.2%	1,460	1,267	3.974%
412022EA9	Hardin County Savings	9/19/2025	249,000.00	245,235.12	3.500%	0.2%	1,460	1,267	3.966%
59151MCQ5	Method Bank	9/19/2025	249,000.00	246,278.43	3.800%	0.2%	1,460	1,267	4.137%
36830MBW0	Cbank	9/26/2025	249,000.00	245,207.73	3.500%	0.2%	1,460	1,274	3.967%
46659CLO1	JP Morgan	9/30/2025	240,000.00	236,964.00	3.750%	0.2%	1,458	1,276	4.138%
74160NMT4	Prime Alliance Bank	9/30/2025	249,000.00	245,850.15	3.750%	0.2%	1,461	1,278	4.137%
58404DYM7	Medallion Bank	9/16/2025	249,000.00	245,272.47	3.650%	0.2%	1,825	1,629	4.015%
30259XC7	FNB Oxford Bank	9/17/2025	249,000.00	245,835.21	3.900%	0.2%	1,825	1,630	4.211%
32110YU86	First National Bank	9/19/2025	249,000.00	244,752.06	3.600%	0.2%	1,825	1,632	4.016%
38150V6U8	Goldman Sachs Bank	9/23/2025	245,000.00	240,756.60	3.600%	0.2%	1,825	1,636	4.021%
75946ABJ4	Reliance Bank	9/25/2025	249,000.00	245,805.33	3.900%	0.2%	1,825	1,638	4.213%
222484AB3	County National Bank	9/29/2025	249,000.00	245,820.27	3.900%	0.2%	1,825	1,642	4.211%
44042VDC9	Horizon Bank	9/29/2025	249,000.00	246,325.74	3.950%	0.2%	1,823	1,640	4.212%
89679RAB9	Tristar Bank	9/29/2025	249,000.00	246,325.74	3.950%	0.2%	1,823	1,640	4.212%
795451ES8	Sallie Mae Bank	2/11/2026	245,000.00	244,039.60	3.950%	0.2%	1,825	1,777	4.038%
856288EF8	State Bank India New York	2/12/2026	245,000.00	244,573.70	4.000%	0.2%	1,825	1,778	4.039%
61779EBG4	Morgan Stanley BK LKD INSTL	2/17/2026	245,000.00	242,949.35	4.050%	0.2%	1,822	1,783	4.239%
61779G5X9	Morgan Stanley Private Bank	2/17/2026	245,000.00	245,004.90	4.050%	0.2%	1,822	1,783	4.050%
Subtotal and average									

Federal Agency Securities

91282CHH7	US Treasury AP-2026	6/15/2023	5,000,000.00	5,004,000.00	4.125%	4.4%	1,095	76	3.739%
912828Y95	US Treasury N-2026	6/14/2022	3,350,000.00	3,329,364.00	1.875%	3.0%	1,507	122	3.729%
91282CJT9	US Treasury AJ-2027	1/15/2024	5,000,000.00	5,009,850.00	4.000%	4.4%	1,095	290	3.748%
3130ARUL3	Federal Home Loan CD-9027	5/18/2022	2,300,000.00	2,288,937.00	3.500%	2.0%	1,825	414	3.934%
91282CJR3	US Treasury AH-2028	12/31/2023	25,000,000.00	24,950,250.00	3.750%	22.1%	1,825	640	3.867%
Subtotal and average									

Total and average

\$ 112,881,137.50	\$ 112,758,706.98	100.0%	1,279	989	3.691%
-------------------	-------------------	--------	-------	-----	--------



Quarterly Investment Report

as of 6/30/2026

San Benito County Water District

Monthly Investment Report

Portfolio Summary

June 30, 2026

Investment	Par Value	Market Value	% of Portfolio	Original Term in days	Days to Maturity	Yield to Maturity
Local Agency Investment Funds	\$ 44,660,646.20	\$ 44,660,646.20	34.32%	1	1	3.82%
CAMP	35,795,001.42	35,795,001.42	27.51%	1	1	3.78%
Local Banks	6,271,002.13	6,271,002.13	4.82%	1	1	0.42%
Certificates of Deposit	8,140,000.00	8,019,238.18	6.16%	1,543	1,356	4.39%
Federal Agency Securities	35,650,000.00	35,384,714.50	27.19%	1,563	276	4.05%
Total and average	\$ 130,516,649.75	\$ 130,130,602.43	100.00%	1,284	975	3.98%

THIS SCHEDULE OF INVESTMENTS IS IN COMPLIANCE WITH THE INVESTMENT POLICY AS ESTABLISHED AND SUFFICIENT FUNDS WILL BE AVAILABLE TO MEET CASH FLOW REQUIREMENTS FOR THE NEXT SIX MONTHS. FAIR VALUES PROVIDED BY US BANK, MULTIBANK, AND LAIF.

NOTE: THE EFFECTIVE RATE OF RETURN INCLUDES CAPITAL GAINS FROM INVESTMENT SALES. THESE GAINS ARTIFICIALLY INFLATE THE EXPECTED YIELD.

Brett Miller, Assistant General Manager Date

San Benito County Water District

Quarterly Investment Report

Quarterly Comparison

June 30, 2026

Investment	Current Quarter (4th)			Prior Quarter (3rd)			Market Value Change
	Par Value	Market Value	% of Portfolio	Par Value	Market Value	% of Portfolio	
Local Agency Investment Funds	\$ 44,660,646.20	\$ 44,660,646.20	34.32%	\$ 38,338,386.80	\$ 38,338,386.80	34.00%	\$ 6,322,259.40
CAMP	\$ 35,795,001.42	\$ 35,795,001.42	27.51%	\$ 24,516,255.16	\$ 24,516,255.16	21.74%	11,278,746.26
Local Banks	\$ 6,271,002.13	\$ 6,271,002.13	4.82%	\$ 3,686,495.54	\$ 3,686,495.54	3.27%	2,584,506.59
Certificates of Deposit	\$ 8,140,000.00	\$ 8,019,238.18	6.16%	\$ 5,690,000.00	\$ 5,635,168.48	5.00%	2,384,069.70
Federal Agency Securities	\$ 35,650,000.00	\$ 35,384,714.50	27.19%	\$ 40,650,000.00	\$ 40,582,401.00	35.99%	(5,197,686.50)
Total and average	\$ 130,516,649.75	\$ 130,130,602.43	100.00%	\$ 112,881,137.50	\$ 112,758,706.98	100.00%	\$ 17,371,895.45

Reason for the changes between quarters:

Local Agency Investment Funds	Moved property tax payment received May into LAIF (\$6 Million).
CAMP	Moved \$6 Million in bond proceeds reimbursements and moved Matured Federal Agency Securities (\$5M).
Local Banks	Normal operations net revenues retained on going vendor payments (\$2.5M).
Certificates of Deposit	Moved \$2 Million in bond proceeds reimbursements to CDs.
Federal Agency Securities	Moved matured security to CAMP (\$5M).

Monthly Investment Report
Interest Earnings Summary
June 30, 2026

Month Ending		Fiscal Year to
June 30		Date
CD/Coupon/Discount Investments:		
Interest Collected	\$ 587,166.50	\$1,637,214.43
Plus: Accrued Interest at End of Period	166,174.00	166,174.00
Less: Accrued Interest at Beginning of Period	(18,610.47)	(147,349.00)
Less: Accrued Interest at Purchase During Period	-	(24.90)
Interest Earned during Period	734,730.03	1,656,014.53
Adjusted by Premiums and Discounts:	-	-
Adjusted by Capital Gains or Losses	-	613,468.74
Earnings during Period	734,730.03	2,269,483.27
Cash/Checking/Heritage/LAIF/CAMP Accounts		
Interest Collected	112,946.65	2,450,247.01
Plus: Accrued Interest at End of Period	-	-
Less: Accrued Interest at Beginning of Period	-	(558,001.85)
Interest Earned during Period	112,946.65	1,892,245.16
Total Interest Earned during Period		
847,676.68	3,548,259.69	
Total Adjustments from Premiums and Discounts		
-	-	-
Total Capital Gains or Losses		
-	613,468.74	
Total Earnings during Period		
\$ 847,676.68	\$4,161,728.43	

June 30, 2026

CUSIP	Issuer	Purchase date	Par Value	Market Value	Current Rate	% of Investments	Original Term in days	Days to Maturity	Yield to Maturity
-------	--------	---------------	-----------	--------------	--------------	------------------	-----------------------	------------------	-------------------

Local Agency Investment Funds	N/A	Local Agency Investment Funds	\$ 44,660,646.20	3.816%	34.32%	1	3.816%
Subtotal and average			44,660,646.20		34.32%	1	3.816%

C.A.M.P.	N/A	California Asset Management	\$ 35,795,001.42	\$ 35,795,001.42	3.780%	27.51%	1	1	3.780%
		Subtotal and average	\$ 35,795,001.42	\$ 35,795,001.42	3.780%	27.51%	1	1	3.780%

Local Banks	N/A	US Bank	\$	3,946,539.65	3,946,539.65	0.00%	3.03%	1	1	0.000%
	N/A	MtL-Bank	\$	126,139.33	126,139.33	0.00%	0.10%	1	1	0.000%
	N/A	Heritage Bank		2,198,323.15	2,198,323.15	1.260%	1.69%	1	1	1.260%
		Subtotal and average		6,271,002.13	6,271,002.13		4.82%	1	1	0.420%

914359AQ7	University Community Cld Un	9/24/2025	249,000.00	247,496.04	3.650%	0.19%	730	451	4.15%
04846LAG6	Atlantic CMNTY Bankers	9/29/2025	245,000.00	243,326.65	3.700%	0.19%	730	456	4.261%
458657MP5	Intercredit Bank	9/30/2025	249,000.00	247,706.20	3.800%	0.19%	730	457	4.226%
310567AV4	Farmers ST Bank	9/26/2025	249,000.00	246,114.09	3.850%	0.19%	1,095	818	4.393%
564759TR9	Manufacturers & Traders TR CO	5/26/2026	244,000.00	242,744.28	4.100%	0.19%	1,095	1,060	4.288%

05612LGB2	BMW Bank	9/19/2025	245,000.00	240,171.05	3.650%	0.18%	1,460	1,776	4.304%
412022EA9	Hardin County Savings	9/19/2025	249,000.00	243,051.26	3.500%	0.19%	1,460	1,776	4.293%
59151MCG5	Method Bank	9/19/2025	249,000.00	243,955.19	3.800%	0.19%	1,460	1,776	4.474%
36830MBW0	Gbank	9/26/2025	249,000.00	243,009.06	3.500%	0.19%	1,460	1,183	4.294%
46659CLQ1	JP Morgan	9/30/2025	240,000.00	234,772.80	3.750%	0.18%	1,458	1,185	4.470%
74160NMT4	Prime Alliance Bank	9/30/2025	249,000.00	243,546.90	3.750%	0.19%	1,461	1,187	4.472%
23204H4J8	Customers Bank	6/3/2026	244,000.00	243,077.68	4.250%	0.19%	1,460	1,433	4.365%
32022RF51	1ST Financial Bank	6/3/2026	244,000.00	241,816.20	4.100%	0.19%	1,460	1,433	4.347%
58404DYM7	Medallion Bank	9/16/2025	249,000.00	242,304.39	3.650%	0.19%	1,825	1,538	4.347%
30259XCFC7	FNB Oxford Bank	9/17/2025	249,000.00	243,213.24	3.900%	0.19%	1,825	1,539	4.504%
32110YU86	First National Bank	9/19/2025	249,000.00	241,813.86	3.600%	0.19%	1,825	1,541	4.346%
38150V6U8	Goldman Sachs Bank	9/23/2025	245,000.00	237,850.90	3.600%	0.18%	1,825	1,545	4.363%
75946ABJ4	Reliance Bank	9/25/2025	249,000.00	243,178.38	3.900%	0.19%	1,825	1,547	4.504%
222484AB3	County National Bank	9/29/2025	249,000.00	243,195.81	3.900%	0.19%	1,825	1,551	4.501%
44042WDG9	Horizon Bank	9/29/2025	249,000.00	243,671.40	3.950%	0.19%	1,823	1,549	4.502%
89679FAB9	Tristler Bank	9/29/2025	249,000.00	243,671.40	3.950%	0.19%	1,823	1,549	4.502%
795451ES8	Sallie Mae Bank	2/11/2026	245,000.00	240,903.60	3.950%	0.19%	1,825	1,686	4.348%
856288EF8	State Bank India New York	2/12/2026	245,000.00	241,410.75	4.000%	0.19%	1,825	1,687	4.349%
61779EBG4	Morgan Stanley BK LKD INSTL	2/17/2026	245,000.00	240,244.55	4.050%	0.18%	1,822	1,689	4.513%
61779G5X9	Morgan Stanley Private Bank	2/17/2026	245,000.00	241,939.95	4.050%	0.19%	1,822	1,689	4.347%
89235MTV3	Toyco FINL SVCS BK	4/16/2026	244,000.00	246,128.72	4.100%	0.19%	1,825	1,750	4.366%
59013LNN0	Merrick Bank	5/29/2026	249,000.00	246,801.33	4.150%	0.19%	1,825	1,793	4.349%
90353ECY7	USF Federal Credit Union	5/29/2026	249,000.00	248,472.12	4.300%	0.19%	1,825	1,793	4.348%
949764WZ3	Wells Fargo Bank	5/29/2026	249,000.00	247,899.42	4.250%	0.19%	1,825	1,793	4.350%
17290GPP6	CBNA	6/18/2026	244,000.00	243,592.52	4.500%	0.19%	1,825	1,813	4.537%
897926DW8	Trust Bank	6/23/2026	239,000.00	238,137.21	4.450%	0.18%	1,825	1,818	4.531%
Subtotal and average			8,140,000.00	8,019,238.18			1,543	1,356	4.386%

912828Y95	US Treasury N-2026	6/14/2022	3,350,000.00	3,344,941.50	1.875%	2.57%	1,507	31	3.656%	3.985%	3.982%
91282CJT9	US Treasury AJ-2027	1/15/2024	5,000,000.00	5,000,400.00	4.00%	3.84%	1,095	199	3.985%	4.132%	4.432%
3130ARJL3	Federal Home Loan CD-9027	5/18/2022	2,300,000.00	2,287,373.00	3.50%	1.76%	1,825	323	4.132%	4.432%	4.432%
91282CJR3	US Treasury AH-2028	12/31/2023	25,000,000.00	24,752,000.00	3.750%	19.02%	1,825	549	4.432%	4.432%	4.432%
Subtotal and average			35,650,000.00	35,384,714.50		27.19%	1,563	276	4.051%	3.982%	3.982%
Total and average			\$ 130,516,649.75	\$ 130,130,602.43		100.00%	1,284	975	3.982%	3.982%	3.982%



4/20/26 and 5/20/26

Reports

Informational

San Benito County Water District

Monthly Investment Report

Portfolio Summary

April 30, 02026

Investment	Par Value	Market Value	% of Portfolio	Original Term in days	Days to Maturity	Yield to Maturity
Local Agency Investment Funds	\$ 36,660,646.02	\$ 36,660,646.02	32.28%	1	1	3.81%
CAMP	24,592,490.52	24,592,490.52	21.65%	1	1	3.78%
Local Banks	5,921,535.17	5,921,535.17	5.21%	1	1	0.42%
Certificates of Deposit	5,934,000.00	5,880,838.80	5.18%	1,528	1,343	4.08%
Federal Agency Securities	40,650,000.00	40,528,458.00	35.68%	1,469	278	3.89%
Total and average	\$ 113,758,671.71	\$ 113,583,968.51	100.00%	1,279	964	3.70%

THIS SCHEDULE OF INVESTMENTS IS IN COMPLIANCE WITH THE INVESTMENT POLICY AS ESTABLISHED AND SUFFICIENT FUNDS WILL BE AVAILABLE TO MEET CASH FLOW REQUIREMENTS FOR THE NEXT SIX MONTHS. FAIR VALUES PROVIDED BY US BANK, MULTIBANK, AND LAIF.

NOTE: THE EFFECTIVE RATE OF RETURN INCLUDES CAPITAL GAINS FROM INVESTMENT SALES. THESE GAINS ARTIFICIALLY INFLATE THE EXPECTED YIELD.

Brett Miller, Assistant General Manager Date

**Monthly Investment Report
Interest Earnings Summary**

April 30, 2026

	Month Ending April 30	Fiscal Year to Date
CD/Coupon/Discount Investments:		
Interest Collected	\$ 11,970.48	\$1,008,252.76
Plus: Accrued Interest at End of Period	18,610.47	18,610.47
Less: Accrued Interest at Beginning of Period	(390,874.23)	(147,349.00)
Less: Accrued Interest at Purchase During Period	-	(24.90)
Interest Earned during Period	(360,293.28)	879,489.33
Adjusted by Premiums and Discount:	-	-
Adjusted by Capital Gains or Losses	-	613,468.74
Earnings during Period	(360,293.28)	1,492,958.07
Cash/Checking/Heritage/LAIF/CAMP Accounts		
Interest Collected	400,747.22	2,243,112.73
Plus: Accrued Interest at End of Period	-	-
Less: Accrued Interest at Beginning of Period	-	(558,001.85)
Interest Earned during Period	400,747.22	1,685,110.88
Total Interest Earned during Period	40,453.94	2,564,600.21
Total Adjustments from Premiums and Discounts	-	-
Total Capital Gains or Losses	-	613,468.74
Total Earnings during Period	\$ 40,453.94	\$ 3,178,068.95

Monthly Investment Report
Pooled Investments
April 30, 2026

CUSIP	Issuer	Purchase date	Par Value	Market Value	Current Rate	% of Investments	Original Term in days	Days to Maturity	Yield to Maturity
Local Agency Investment Funds									
N/A	Local Agency Investment Funds		\$ 36,660,646.02	\$ 36,660,646.02	3.811%	32.3%	1	1	3.811%
	Subtotal and average		36,660,646.02	36,660,646.02		32.3%	1	1	3.811%
C.A.M.P.									
N/A	California Asset Management		\$ 24,592,490.52	\$ 24,592,490.52	3.780%	21.7%	1	1	3.780%
	Subtotal and average		24,592,490.52	24,592,490.52		21.7%	1	1	3.780%
Local Banks									
N/A	US Bank		\$ 3,626,983.86	\$ 3,626,983.86	0.00%	3.2%	1	1	0.000%
N/A	Multi-Bank		100,815.51	\$ 100,815.51	0.00%	0.1%	1	1	0.000%
N/A	Heritage Bank		2,193,735.80	2,193,735.80	1.260%	1.9%	1	1	1.260%
	Subtotal and average		5,921,535.17	5,921,535.17		5.2%	1	1	0.420%
Certificates of Deposit									
914359AQ7	University Community Crd Un	9/24/2025	249,000.00	248,086.17	3.650%	0.2%	730	512	3.919%
04846LAG8	Atlantic CMNTY Bankers	9/29/2025	245,000.00	243,875.45	3.700%	0.2%	730	517	4.033%
458657MP5	Intercredit Bank	9/30/2025	249,000.00	248,302.80	3.800%	0.2%	730	518	4.003%
152577DD1	Central Bank	9/25/2025	249,000.00	247,745.04	3.850%	0.2%	910	693	4.126%
310567AV4	Farmers ST Bank	9/26/2025	249,000.00	247,742.55	3.850%	0.2%	1,095	879	4.070%
05612LGB2	BMW Bank	9/19/2025	245,000.00	242,280.50	3.650%	0.2%	1,460	1,237	4.000%
412022EA9	Hardin County Savings	9/19/2025	249,000.00	245,147.97	3.500%	0.2%	1,460	1,237	3.987%
59151MCQ5	Method Bank	9/19/2025	249,000.00	246,412.89	3.800%	0.2%	1,460	1,237	4.128%
36830MBW0	Gbank	9/26/2025	249,000.00	245,113.11	3.500%	0.2%	1,460	1,244	3.989%
46659CLQ1	JP Morgan	9/30/2025	240,000.00	237,076.80	3.750%	0.2%	1,458	1,246	4.132%
74160NMT4	Prime Alliance Bank	9/30/2025	249,000.00	245,994.57	3.750%	0.2%	1,461	1,248	4.128%
58404DYM7	Medallion Bank	9/16/2025	249,000.00	245,011.02	3.650%	0.2%	1,825	1,599	4.048%
30259XCF7	FNB Oxford Bank	9/17/2025	249,000.00	246,166.38	3.900%	0.2%	1,825	1,600	4.183%
32110YU86	First National Bank	9/19/2025	249,000.00	244,503.06	3.600%	0.2%	1,825	1,602	4.048%
38150V6U8	Goldman Sachs Bank	9/23/2025	245,000.00	240,487.10	3.600%	0.2%	1,825	1,606	4.056%
75946ABJ4	Reliance Bank	9/25/2025	249,000.00	246,148.95	3.900%	0.2%	1,825	1,608	4.184%
222484AB3	County National Bank	9/29/2025	249,000.00	246,166.38	3.900%	0.2%	1,825	1,612	4.181%
44042WDG9	Horizon Bank	9/29/2025	249,000.00	246,666.87	3.950%	0.2%	1,823	1,610	4.182%
89679RAB9	Tristar Bank	9/29/2025	249,000.00	246,666.87	3.950%	0.2%	1,823	1,610	4.182%
795451ES8	Sallie Mae Bank	2/11/2026	245,000.00	243,904.85	3.950%	0.2%	1,825	1,747	4.052%
856288EF8	State Bank India New York	2/12/2026	245,000.00	244,431.60	4.000%	0.2%	1,825	1,748	4.053%
61779EBG4	Morgan Stanley BK LKD INSTL	2/17/2026	245,000.00	243,461.40	4.050%	0.2%	1,822	1,750	4.194%
61779G5X9	Morgan Stanley Private Bank	2/17/2026	245,000.00	244,987.75	4.050%	0.2%	1,822	1,750	4.051%
89235MTV3	Toyoto FINL SVGS BK	4/16/2026	244,000.00	244,458.72	4.100%	0.2%	1,825	1,811	4.058%
	Subtotal and average		5,934,000.00	5,880,838.80		5.2%	1,528	1,343	4.083%
Federal Agency Securities									
91282CHH7	US Treasury AP-2026	6/15/2023	5,000,000.00	5,002,800.00	4.125%	4.4%	1,095	46	3.680%
912828Y95	US Treasury N-2026	6/14/2022	3,350,000.00	3,335,260.00	1.875%	2.9%	1,507	92	3.629%
91282CJT9	US Treasury AJ-2027	1/15/2024	5,000,000.00	5,009,700.00	4.000%	4.4%	1,095	260	3.724%
3130ARUL3	Federal Home Loan CD-9027	5/18/2022	2,300,000.00	2,277,948.00	3.500%	2.0%	1,825	384	4.433%
91282CJR3	US Treasury AH-2028	12/31/2023	25,000,000.00	24,902,750.00	3.750%	21.9%	1,825	610	3.991%
	Subtotal and average		40,650,000.00	40,528,458.00		35.7%	1,469	278	3.891%
	Total and average		\$113,758,671.71	\$113,583,968.51		100.0%	1,279	964	3.704%

San Benito County Water District

Monthly Investment Report

Portfolio Summary

May 31, 2026

Investment	Par Value	Market Value	% of Portfolio	Original Term in days	Days to Maturity	Yield to Maturity
Local Agency Investment Funds	\$ 42,660,646.02	\$ 42,660,646.02	32.54%	1	1	3.81%
CAMP	35,684,498.36	35,684,498.36	27.22%	1	1	3.78%
Local Banks	5,219,235.26	5,219,235.26	3.98%	1	1	0.42%
Certificates of Deposit	7,169,000.00	7,083,422.79	5.40%	1,529	1,349	4.24%
Federal Agency Securities	40,650,000.00	40,457,488.50	30.86%	1,469	247	3.89%
Total and average	\$ 131,383,379.64	\$ 131,105,290.93	100.00%	1,268	946	3.84%

THIS SCHEDULE OF INVESTMENTS IS IN COMPLIANCE WITH THE INVESTMENT POLICY AS ESTABLISHED AND SUFFICIENT FUNDS WILL BE AVAILABLE TO MEET CASH FLOW REQUIREMENTS FOR THE NEXT SIX MONTHS. FAIR VALUES PROVIDED BY US BANK, MULTIBANK, AND LAIF.

NOTE: THE EFFECTIVE RATE OF RETURN INCLUDES CAPITAL GAINS FROM INVESTMENT SALES. THESE GAINS ARTIFICIALLY INFLATE THE EXPECTED YIELD.

Brett Miller, Assistant General Manager Date

Monthly Investment Report
Interest Earnings Summary
May 31, 2026

	Month Ending May 31	Fiscal Year to Date
CD/Coupon/Discount Investments:		
Interest Collected	\$ 41,795.17	\$1,050,047.93
Plus: Accrued Interest at End of Period	615,052.59	615,052.59
Less: Accrued Interest at Beginning of Period	(18,610.47)	(147,349.00)
Less: Accrued Interest at Purchase During Period	-	(24.90)
Interest Earned during Period	638,237.29	1,517,726.62
Adjusted by Premiums and Discounts	-	-
Adjusted by Capital Gains or Losses	-	613,468.74
Earnings during Period	638,237.29	2,131,195.36
Cash/Checking/Heritage/LAIF/CAMP Accounts		
Interest Collected	94,187.63	2,337,300.36
Plus: Accrued Interest at End of Period	-	-
Less: Accrued Interest at Beginning of Period	-	(558,001.85)
Interest Earned during Period	94,187.63	1,779,298.51
Total Interest Earned during Period	732,424.92	3,297,025.13
Total Adjustments from Premiums and Discounts	-	-
Total Capital Gains or Losses	-	613,468.74
Total Earnings during Period	\$ 732,424.92	\$ 3,910,493.87

Monthly Investment Report
Pooled Investments
May 31, 2026

CUSIP	Issuer	Purchase date	Par Value	Market Value	Current Rate	% of Investments	Original Term in days	Days to Maturity	Yield to Maturity
Local Agency Investment Funds									
N/A	Local Agency Investment Funds		\$ 42,660,646.02	\$ 42,660,646.02	3.811%	32.54%	1	1	3.811%
	Subtotal and average		42,660,646.02	42,660,646.02		32.54%	1	1	3.811%
C.A.M.P.									
N/A	California Asset Management		\$ 35,684,498.36	\$ 35,684,498.36	3.780%	27.22%	1	1	3.780%
	Subtotal and average		35,684,498.36	35,684,498.36		27.22%	1	1	3.780%
Local Banks									
N/A	US Bank		\$ 2,668,471.87	\$ 2,668,471.87	0.00%	2.04%	1	1	0.000%
N/A	Multi-Bank		354,847.83	\$ 354,847.83	0.00%	0.27%	1	1	0.000%
N/A	Heritage Bank		2,195,915.56	2,195,915.56	1.260%	1.67%	1	1	1.260%
	Subtotal and average		5,219,235.26	5,219,235.26		3.98%	1	1	0.420%
Certificates of Deposit									
914359AQ7	University Community Crd Un	9/24/2025	249,000.00	247,750.02	3.650%	0.19%	730	481	4.041%
04846LAG8	Atlantic CMNTY Bankers	9/29/2025	245,000.00	243,537.35	3.700%	0.19%	730	486	4.161%
458657MP5	Intercredit Bank	9/30/2025	249,000.00	247,941.75	3.800%	0.19%	730	487	4.127%
152577DD1	Central Bank	9/25/2025	249,000.00	247,030.41	3.850%	0.19%	910	662	4.303%
310567AV4	Farmers ST Bank	9/26/2025	249,000.00	247,025.43	3.850%	0.19%	1,095	848	4.208%
564759TR9	Manufacturers & Traders TR CC	5/26/2026	244,000.00	243,777.96	4.100%	0.19%	1,095	1,090	4.132%
02007QCT6	Ally Bank	5/28/2026	244,000.00	243,775.52	4.100%	0.19%	1,095	1,092	4.133%
05612LGB2	BMW Bank	9/19/2025	245,000.00	241,141.25	3.650%	0.18%	1,460	1,206	4.159%
412022EA9	Hardin County Savings	9/19/2025	249,000.00	243,990.12	3.500%	0.19%	1,460	1,206	4.151%
59151MCQ5	Method Bank	9/19/2025	249,000.00	245,282.43	3.800%	0.19%	1,460	1,206	4.284%
36830MBW0	Gbank	9/26/2025	249,000.00	243,947.79	3.500%	0.19%	1,460	1,213	4.153%
46659CLQ1	JP Morgan	9/30/2025	240,000.00	236,032.80	3.750%	0.18%	1,458	1,215	4.282%
74160NMT4	Prime Alliance Bank	9/30/2025	249,000.00	244,889.01	3.750%	0.19%	1,461	1,217	4.280%
58404DYM7	Medallion Bank	9/16/2025	249,000.00	243,395.01	3.650%	0.19%	1,825	1,568	4.222%
30259XCF7	FNB Oxford Bank	9/17/2025	249,000.00	244,493.10	3.900%	0.19%	1,825	1,569	4.361%
32110YU86	First National Bank	9/19/2025	249,000.00	242,892.03	3.600%	0.19%	1,825	1,571	4.222%
38150V6U8	Goldman Sachs Bank	9/23/2025	245,000.00	238,931.35	3.600%	0.18%	1,825	1,575	4.226%
75946ABJ4	Reliance Bank	9/25/2025	249,000.00	244,468.20	3.900%	0.19%	1,825	1,577	4.361%
222484AB3	County National Bank	9/29/2025	249,000.00	244,513.02	3.900%	0.19%	1,825	1,581	4.355%
44042WDG9	Horizon Bank	9/29/2025	249,000.00	245,001.06	3.950%	0.19%	1,823	1,579	4.356%
89679RAB9	Tristar Bank	9/29/2025	249,000.00	245,001.06	3.950%	0.19%	1,823	1,579	4.356%
795451ES8	Sallie Mae Bank	2/11/2026	245,000.00	242,040.40	3.950%	0.18%	1,825	1,716	4.233%
856288EF8	State Bank India New York	2/12/2026	245,000.00	242,554.90	4.000%	0.19%	1,825	1,717	4.233%
61779EBG4	Morgan Stanley BK LKD INSTL	2/17/2026	245,000.00	241,665.55	4.050%	0.18%	1,822	1,719	4.369%
61779G5X9	Morgan Stanley Private Bank	2/17/2026	245,000.00	243,098.80	4.050%	0.19%	1,822	1,719	4.231%
89235MTV3	Toyoto FINL SVGS BK	4/16/2026	244,000.00	242,448.16	4.100%	0.18%	1,825	1,780	4.244%
59013LNN0	Merrick Bank	5/29/2026	249,000.00	247,991.55	4.150%	0.19%	1,825	1,823	4.240%
90353ECY7	USF Federal Credit Union	5/29/2026	249,000.00	249,694.71	4.300%	0.19%	1,825	1,823	4.238%
949764WZ3	Wells Fargo Bank	5/29/2026	249,000.00	249,112.05	4.250%	0.19%	1,825	1,823	4.240%
	Subtotal and average		7,169,000.00	7,083,422.79		5.40%	1,529	1,349	4.238%
Federal Agency Securities									
91282CHH7	US Treasury AP-2026	6/15/2023	5,000,000.00	5,000,650.00	4.125%	3.81%	1,095	15	3.808%
91282BY95	US Treasury N-2026	6/14/2022	3,350,000.00	3,339,916.50	1.875%	2.55%	1,507	61	3.682%
91282CJT9	US Treasury AJ-2027	1/15/2024	5,000,000.00	5,006,700.00	4.000%	3.82%	1,095	229	3.784%
3130ARUL3	Federal Home Loan CD-9027	5/18/2022	2,300,000.00	2,289,972.00	3.500%	1.75%	1,825	353	3.959%
91282CJR3	US Treasury AH-2028	12/31/2023	25,000,000.00	24,820,250.00	3.750%	18.93%	1,825	579	4.218%
	Subtotal and average		40,650,000.00	40,457,488.50		30.86%	1,469	247	3.890%
	Total and average		\$ 131,383,379.64	\$ 131,105,290.93		100.00%	1,268	946	3.835%

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 6

Meeting Date: July 29, 2026

Submitted By: Brett Miller

Presented By: Michael A. Craig

Agenda Title: Sole Source Purchase of TechnoFlo Systems Water Meters — Approval of Purchase in the Amount of \$295,732

Detailed Description:

Background

The San Benito County Water District (District) operates a system of water meters of various sizes throughout its service area. These meters are critical to the accurate measurement and billing of water deliveries to District customers and are integral to the District's water management operations.

The District currently has in service water meters manufactured by TechnoFlo Systems. These meters were custom built to the District's specifications and are integrated into the District's existing metering infrastructure. Staff has determined that replacement and spare meters must match the existing meters currently in service to ensure compatibility, consistent performance, and operational continuity.

Proposed Purchase

Staff requests Board approval to authorize the sole source purchase of seventy (70) water meters from TechnoFlo Systems — seventy (70) meters at each of the following sizes — for a total purchase price of **\$295,732**:

Meter Size	Quantity	Source
4"	20	TechnoFlo Systems
6"	20	TechnoFlo Systems
8"	10	TechnoFlo Systems

10"	10	TechnoFlo Systems
12"	10	TechnoFlo Systems
Total	70	

Total Purchase Amount: \$295,732

Sole Source Justification

The District's Procurement Policy (Resolution No. 2024-03, adopted March 27, 2024) requires that purchases greater than \$30,000 be subject to a Request for Quote (RFQ) process and approval of the Board of Directors. The same policy provides that sole or preferred source purchases, or situations where three (3) competitive quotes are required but not available, must be justified in writing and approved by the General Manager.

The total purchase amount of \$295,732 exceeds the \$30,000 threshold, thereby requiring Board approval. Additionally, because this is a sole source purchase, the written justification requirement of the Procurement Policy is satisfied by this staff report.

The sole source justification for this purchase is as follows:

- The TechnoFlo Systems meters proposed for purchase are custom built to the District's specifications.
- The meters currently in service throughout the District's system are TechnoFlo Systems meters of the same custom design.
- Purchasing meters from any other manufacturer would result in incompatible equipment that does not match the existing meters in service, creating operational, maintenance, and measurement consistency issues.
- Because the meters are custom built to District specifications, competitive pricing from alternative suppliers is not possible for this identical product.
- The District's prior precedent for sole source procurement recognizes that when a product is only available from one source — or is custom-built to District specifications — sole source procurement is the appropriate and justified method of acquisition.

PROCUREMENT POLICY COMPLIANCE

Per the District's current Procurement Policy (Resolution No. 2024-03), the Purchasing Authorization Table establishes the following approval levels:

Purchase Amount	Purchase Type	Approval Level
\$0 – \$2,000	Purchase Order	Department Manager
>\$2,000 – \$5,000	Purchase Order Process	Manager of Administration, Finance and Business Services or General Manager
>\$5,000 – \$30,000	Request for Quote	General Manager
>\$30,000	Request for Quote	Board of Directors

The proposed purchase of \$295,732 falls in the category requiring Board of Directors approval. The sole source exception under the Procurement Policy requires that the justification be made in writing, which is satisfied by this staff report.

PREVIOUS COMMITTEE/BOARD ACTION

None on this item. However, the meters were presented as part of the budget and have been budgeted.

Prior Committee or Board Action:

Financial Impact: X Yes No

Funding Source/ Recap: Total Purchase Amount: \$295,732

Vendor: TechnoFlo Systems

Funding Source/Recap: To be confirmed by staff at time of purchase order issuance. The purchase will be processed in accordance with the District's Procurement Policy (Resolution No. 2024-03).

Recommendation:

Staff recommends that the Board of Directors approve the sole source purchase of ten (70) water meters (twenty each at 4" and 6", and ten each of 8", 10", and 12") from TechnoFlo Systems in the total amount of **\$295,732**, and authorize the General Manager to execute all documents necessary to complete the purchase.

Material Included for Information/Consideration:

- Quote from TechnoFlo 6-22-26 \$295,732.00

Action Required: Resolution X Motion Review

Board Action

_____ Resolution No. ____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

TechnoFlo

S Y S T E M S

326 Prosperity Circle
Porterville, CA 93257
Phone: (559) 783-1207
Fax: (559) 783-1209

Web Site: www.technoflo.com
E-Mail: sales@technoflo.com

QUOTE

Quote #	TFQQ38630
Date	06/22/26
Expires	7/22/2026
Est. Shipping	TBD
Terms	Net 30
FOB	Origin
Quoted by	Cristian Ramirez
Bid Date	
Engineer	
Job	

Quote To:

Michael Craig
San Benito County Water District
30 Mansfield Road
Hollister, CA 95024-0899

Phone: (831)637-8218
Fax: (831)637-7267

Ship To:

Part #	Qty	Description	Unit Price	Ext. Price
PV30-04-SB	20	4" 150 PSI TF Vertical Upflow Tee Tube Meter Electronic Propeller Meter with Digital Display 500 GPM Indicator / .001 Acre Feet Totalizer 4.04 ID 3.5" Dia. Propeller 20.0" "A" Dimension, 4.10" "C" Dimension 1" SS Heavy Coupling at Top on Back of Tube Fitting White Epoxy Coating 9" Dia Head / 15.5" Drop Pipe to tip of Propeller SPECIAL Per San Benito Specifications	\$3,896.40	\$77,928.00
PV30-06-SB	20	6" 150 PSI TF Vertical Upflow Tee Tube Meter Electronic Propeller Meter with Digital Display 1200 GPM Indicator / .001 Acre Feet Totalizer 6.015 ID 5.25" Dia. Propeller 22.4" "A" Dimension, 5.15" "C" Dimension 1" SS Heavy Coupling at Top on Back of Tube Fitting White Epoxy Coating 9" Dia Head / 17.0" Drop Pipe to tip of Propeller SPECIAL Per San Benito Specifications	\$3,896.40	\$77,928.00
PV30-08-SB	10	8" 150 PSI TF Vertical Upflow Tee Tube Meter Electronic Propeller Meter with Digital Display 1500 GPM Indicator / .001 Acre Feet Totalizer 8.100 ID 5.25" Dia. Propeller 31.0" "A" Dimension, 6.50" "C" Dimension 1" SS Heavy Coupling at Top on Back of Tube Fitting White Epoxy Coating 9" Dia Head / 17.0" Drop Pipe to tip of Propeller Fitting White Epoxy Coating SPECIAL Per San Benito Specifications	\$4,105.50	\$41,055.00
PV30-10-SB	10	10" 150 PSI TF Vertical Upflow Tee Tube Meter Electronic Propeller Meter with Digital Display 8.0 CFS Indicator / .001 Acre Feet Totalizer 10.250 ID 7.0" Dia. Propeller 32.3" "A" Dimension, 7.55" "C" Dimension 1" SS Heavy Coupling at Top on Back of Tube Fitting White Epoxy Coating 9" Dia Head / 23.0" Drop Pipe to tip of Propeller	\$4,628.25	\$46,282.50

Part #	Qty	Description	Unit Price	Ext. Price
		SPECIAL Per San Benito Specifications		
PV30-12-SB	10	12" 150 PSI TF Vertical Upflow Tee Tube Meter Electronic Propeller Meter with Digital Display 3000 GPM Indicator / .001 Acre Feet Totalizer 12.250 ID 7.0" Dia. Propeller 33.7" "A" Dimension, 8.45" "C" Dimension 1" SS Heavy Coupling at Top on Back of Tube Fitting White Epoxy Coating 9" Dia Head / 23.0" Drop Pipe to tip of Propeller SPECIAL Per San Benito Specifications	\$5,253.85	\$52,538.50
			SubTotal	\$295,732.00
			Total	\$295,732.00

Thank you for considering our company's products. If you have any questions or need additional information, please contact us. To access literature for the products we represent, click on the links in our web site at www.technoflo.com.

ALL INVOICES PAID WITH A CREDIT CARD WILL INCUR A 3.5% SURCHARGE.

(600-63370-0919-03)

Delivery Replenishment \$92,000

600-14507-0000-00

TOD

\$295,732.00

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 7

Meeting Date: July 29, 2026

Submitted By: Brett Miller

Presented By: Michael A. Craig

Agenda Title: Sole Source Purchase of Chem Valves with Check Valves and Gaskets — Approval of Purchase in the Amount of \$73,489.08 from Fresno Valves & Castings, Inc.

Detailed Description:

Background

The San Benito County Water District (SBCWD or District) operates and maintains a system of chemical feed valves throughout its water treatment and distribution infrastructure. These valves are critical components of the District's systems and must perform reliably to ensure safe and effective water operations.

The District currently has in service Chem Valves manufactured by Fresno Valves & Castings, Inc. These valves were custom built to the District's specifications and are fully integrated into the District's existing infrastructure. Staff has determined that replacement valves must match the existing valves currently in service to ensure compatibility, consistent performance, and operational continuity.

Proposed Purchase

Staff requests Board approval to authorize the sole source purchase of Chem with Check Valves with Gaskets from Fresno Valves & Castings, Inc. for a total purchase price of **\$73,489.08**:

Item Description	Vendor	Total Purchase Amount	Source
Chem Valves with Check Valves and Gaskets	Fresno Valves & Castings, Inc.	\$73,489.08	Sole Source

Total Purchase Amount: \$73,789.08

Sole Source Justification

The District's Procurement Policy (Resolution No. 2024-03) recognizes sole source purchases as an exception to the standard competitive Request for Quote (RFQ) process, provided that the sole source determination is justified in writing. The following facts support the sole source determination for this purchase:

- The Chem Valves with Check Valves and Gaskets proposed for purchase are custom built to the District's specifications.
- The valves currently in service throughout the District's water systems are Fresno Valves & Castings, Inc. valves of the same custom design.
- Purchasing valves from any other manufacturer would result in incompatible equipment that does not match the existing valves in service, creating operational, safety, and maintenance risks.
- Because the valves are custom built to the District's specifications, Fresno Valves & Castings, Inc. is the only source capable of supplying valves that are compatible with the District's existing infrastructure.
- Competitive pricing from alternative vendors is not possible for this custom-specification equipment, as no other manufacturer produces valves to the District's exact specifications.

Additionally, California Public Contract Code Section 3400(c)(3) permits sole source procurement "in order to obtain a necessary item that is only available from one source. The custom-built nature of the Fresno Valves & Castings, Inc. valves satisfies this statutory standard.

PROCUREMENT POLICY COMPLIANCE

Per the District's current Procurement Policy (Resolution No. 2024-03), the Purchasing Authorization Table establishes the following approval levels:

Purchase Amount	Purchase Type	Approval Level
\$0 – \$2,000	Purchase Order	Department Manager
>\$2,000 – \$5,000	Purchase Order Process	Manager of Administration, Finance and Business Services or General Manager
>\$5,000 – \$30,000	Request for Quote	General Manager
>\$30,000	Request for Quote	Board of Directors

The proposed purchase of \$73,489.08 falls in the category requiring Board of Directors approval. The sole source exception under the Procurement Policy requires that the justification be made in writing, which is satisfied by this staff report.

Prior Committee or Board Action: None on this item. However, the valves were presented as part of the budget and have been budgeted.

Financial Impact: X Yes No

Funding Source/ Recap: Total Purchase Amount: \$73,489.08

Vendor: Fresno Valves & Castings, Inc.

Funding Source/Recap: To be confirmed by staff at time of purchase order issuance. The purchase will be processed in accordance with the District's Procurement Policy (Resolution No. 2024-03).

Material Included for Information/Consideration:

- Quote form Pierce Fittings, Inc. 6-25-26 \$73,489.08

Recommendation:

Staff recommends the Board of Directors approve the sole source purchase of Chem Valves with Check Valves and Gaskets from Fresno Valves & Castings, Inc. in the total amount of **\$73,489.08** and authorize the General Manager to execute all documents necessary to complete the purchase.

Action Required: Resolution X Motion Review

Board Action

 Resolution No. Motion By Second By

Ayes Abstained

Noes Absent

Reagendized Date No Action Taken

6/25/2026 10:30:38 AM

Pierce Fittings, Inc.
P.O. Box 21209
10 North Garfield Street
Eugene OR 97402
US

541-485-3111

Customer: 5091

Michael Craig
SAN BENITO COUNTY WD *
30 MANSFIELD ROAD
** EMAIL INVOICES **
HOLLISTER CA 95023

Phone:

Fax: 831-637-7267

REQ # 134
PO #

Chem Valve Project

660-63370-0416-03

MC 6-26-26

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
E000000483	2 1/2%/10th N30	6/25/2026	7/25/2026	CA	USD US Dollar
Quantity Item		Unit Price		Extended Price	
14.00		226.20000		3,166.80	
EA	P1755-01 VALVE CHECK IF X IF G ASM 4 X 4				
14.00		357.60000		5,006.40	
EA	P1775-61 VALVE CHEM W/PT G ASM 4 X 4 W/DRN				
14.00		98.79221		1,383.09	
EA	P3675-06 SPOOL IF X IF G 4 X 4 X 6				
28.00		2.85000		79.80	
EA	P2347-02 GASKET FLG 1/8 RED 150# FULL 4				
14.00		264.00000		3,696.00	
EA	P1753-01 VALVE CHECK IF X IF G ASM 6 X 6				
14.00		490.11564		6,861.62	
EA	P0045-91 VALVE CHEM W/PT G ASM 6 X 6 X 20				
28.00		4.20000		117.60	

6/25/2026 10:30:38 AM

 Pierce Fittings, Inc.
 P.O. Box 21209
 10 North Garfield Street
 Eugene OR 97402
 US

541-485-3111

Customer: 5091

 Michael Craig
 SAN BENITO COUNTY WD *
 30 MANSFIELD ROAD
 ** EMAIL INVOICES **
 HOLLISTER CA 95023

Phone:

Fax: 831-637-7267

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
E000000483	2 1/2%/10th N30	6/25/2026	7/25/2026	CA	USD US Dollar
	EA	P2347-04			
		GASKET FLG 1/8 RED 150# FULL 6			
	12.00			331.80000	3,981.60
	EA	P1753-02			
		VALVE CHECK IF X IF G ASM 8 X 8			
	12.00			490.80000	5,889.60
	EA	P1778-62			
		VALVE CHEM W/PT G ASM 8 X 8 W/DRN			
	36.00			38.40000	1,382.40
	EA	F083-02-08			
		STEEL FLANGE 8odx1/2 PLATE			
	36.00			5.25000	189.00
	EA	P2347-05			
		GASKET FLG 1/8 RED 150# FULL 8			
	12.00			398.40000	4,780.80
	EA	P1753-03			
		VALVE CHECK IF X IF G ASM 10 X 10			
	12.00			598.80000	7,185.60
	EA	P1778-63			
		VALVE CHEM W/PT G ASM 10 X 10 W/DRN			

6/25/2026 10:30:38 AM

 Pierce Fittings, Inc.
 P.O. Box 21209
 10 North Garfield Street
 Eugene OR 97402
 US

541-485-3111

Customer: 5091

 Michael Craig
 SAN BENITO COUNTY WD *
 30 MANSFIELD ROAD
 ** EMAIL INVOICES **
 HOLLISTER CA 95023

Phone:

Fax: 831-637-7267

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
E000000483	2 1/2%/10th N30	6/25/2026	7/25/2026	CA	USD US Dollar
	24.00			49.20000	1,180.80
	EA	F083-02-10			
		STEEL FLANGE 10odx1/2 PLATE			
	24.00			8.40000	201.60
	EA	P2347-06			
		GASKET FLG 1/8 RED 150# FULL 10			
	12.00			736.80000	8,841.60
	EA	P1753-04			
		VALVE CHECK IF X IF G ASM 12 X 12			
	12.00			1,140.39937	13,684.79
	EA	P0156-16			
		VALVE CHEM W/PT G ASM 12X12X28 W/DRN			
	24.00			10.80000	259.20
	EA	P2347-07			
		GASKET FLG 1/8 RED 150# FULL 12			

Sale Amount: 67,888.30

Order Disc(0.0000%): 0.00

Surcharge: N/A

Sales Tax: 5,600.78

Misc Charges: 0.00

Total Amount: 73,489.08

6/25/2026 10:30:38 AM

Pierce Fittings, Inc.
P.O. Box 21209
10 North Garfield Street
Eugene OR 97402
US

541-485-3111

Customer: 5091

Michael Craig
SAN BENITO COUNTY WD *
30 MANSFIELD ROAD
** EMAIL INVOICES **
HOLLISTER CA 95023

Phone:

Fax: 831-637-7267

Estimate	Terms	Quote Date	Expiration Date	Salesperson	Customer Currency
E000000483	2 1/2%/10th N30	6/25/2026	7/25/2026	CA	USD US Dollar

San Benito County Water District

Agenda Transmittal

Agenda Item:

8

Meeting Date: July 29, 2026

Submitted By: Brett Miller

Presented By: Brett Miller

Agenda Title: Consider Approval of Non-Financial Agreements between the San Benito County and the San Benito County Water District for the Workforce Innovation and Opportunity (WOIA) and Work Experience Program (WEX) and Authorize General Manager to Execute both Agreements

Detailed Description:

The Community Services & Workforce Development (CSWD) Department operates the Catalyst Uplift Project Work Experience (WEX) Program to provide job training opportunities for eligible participants. CSWD has selected the San Benito County Water District (District) to serve as a Worksite Agency for this program. The Worksite Agreements allow CSWD to place trainees at the District to learn job skills while CSWD provides all wages and workers' compensation insurance. The District will provide supervision, job training, and a safe workplace for up to six (6) Water Resources Technician Trainees, at no cost to the District. The agreements establishes responsibilities for both parties, including training, timekeeping, safety, and compliance with all applicable laws and regulations.

Staff has reviewed the proposed Agreements and finds them to be in the best interest of the District and the community.

These agreements are substantially similar to the ones executed last year which expired. Staff has the desire to renew the agreements as there is a qualified trainee candidate.

Staff have already interviewed a trainee candidate that will meet the District's needs. The candidate is ready to start as soon as reasonably possible. The candidate is ready to give their current employer a two-week notice so that they can start as soon as the District is ready.

Highlights of the Program are as follows:

Summary

CSWD will send eligible trainees to the Water District so they can learn job skills.

The District will teach and supervise them.

CSWD will pay the trainees and provide workers' compensation insurance.

These agreements do **not** cost the District money.

Program Dates

The agreements are planned to run from:

July 22, 2026 – June 30, 2026

or until a trainee finishes **900 hours**.

If needed, CSWD may approve up to **1,800 hours**.

District Responsibilities

The District will:

- Provide **6 trainee positions** for Water Resources Technician Trainees.
- Give trainees real on-the-job tasks, such as:
 - Helping maintain pumps, valves, and water equipment
 - Reading meters and keeping records
 - Assisting with water treatment plant checks
 - Keeping buildings and grounds clean and safe
- Make sure trainees work no more than **8 hours per day** and **40 hours per week**.
- Provide a safe workplace and follow all state and federal laws.
- Give proper supervision, training, and safety instructions.
- Keep accurate time sheets and send them to CSWD.
- Carry required liability insurance and list CSWD as an additional insured.

This program cannot be used to replace regular employees.

CSWD Responsibilities

CSWD will:

- Train supervisors and trainees on program rules.
 - Confirm trainee eligibility.
 - Pay trainees **\$18.50 per hour** (or higher if minimum wage increases).
 - Handle workers' compensation insurance.
 - Monitor the Water District to ensure rules are followed.
 - Allow no more than **40 work hours per week** per trainee.
-

Monitoring and Recordkeeping

- The District must keep time and attendance records.
 - Records must be kept for **three years**.
 - CSWD, the State of California, and the U.S. Department of Labor may review records.
-

Termination Clause

Either party may end the agreements with **15 days' written notice**.

Prior Committee or Board Action: No

Financial Impact: Yes _____ No X

Funding Source/ Recap: N/A

Materials Included:

- Non-Financial Agreements between the San Benito County and the San Benito County Water District for the Workforce Innovation and Opportunity (WOIA) and Work Experience Program (WEX)
- Non-Financial Agreements between the San Benito County and the San Benito County Water District for the Catalyst Uplift Project Work Experience Program

Recommendation:

Staff recommends the Board review and approve the proposed Agreements and authorize the General Manager to execute the agreements.

Action Required: _____ Resolution X Motion _____ Review

Board Action

_____ Resolution No. _____ Motion By _____ Second By _____

Ayes _____ Abstained _____

Noes _____ Absent _____

Reagendized _____ Date _____ No Action Taken _____

NON-FINANCIAL WORKSITE AGREEMENT FOR THE SAN BENITO COUNTY WIOA WORK EXPERIENCE PROGRAM

WHEREAS, San Benito County Water District has been selected by San Benito County Community Services and Workforce Development Department (CSWD) as an eligible training Worksite Agency, for the Workforce Innovation and Opportunity Act (WIOA) Work Experience Program (WEX).

IT IS THEREFORE agreed by and between CSWD as the Contractor and San Benito County Water District as the Worksite Agency, as follows:

In consideration for the Worksite Agency training participants in the Contractor's WIOA Work Experience Program, the Contractor shall provide eligible program participants at the Worksite Agency's worksite and shall pay the participant(s).

A. PERIOD OF PERFORMANCE of this agreement shall be from 07/22/2026 to 06/30/2027, or until the completion of 450 hours, whichever is sooner, is the term of this agreement.

B. OBLIGATIONS: Contractor (CSWD)

1. Shall orient worksite supervisor(s) as to responsibilities, procedures, and operations pursuant to this Worksite Agreement.
2. Shall assure that worksite assignments are appropriate in terms of meeting program participants' needs and labor market demands.
3. Shall orient applicants during intake as to their rights and responsibilities as program participants under the WIOA Work Experience Program.
4. Shall assure that all program participants are certified as eligible in accordance with Federal Regulations (20 C.F.R. Sections 645.212, 645.213 and 645.214).
5. Shall have the right to conduct on site monitoring of the Worksite Agency's program, including all records pertinent to this program, and the Contractor shall have primary responsibility for monitoring this Worksite Agreement. The State of California and the United States Department of Labor shall also have this right.
6. Shall reserve the right to modify this Worksite Agreement.
7. Shall terminate the Worksite Agreement where it finds serious or continual violation of the obligations of this agreement, and which are not likely to be corrected by quick and remedial actions.
8. Shall assure that the Worksite Agency provides sufficient meaningful work to occupy all program participant(s) assigned during the hours that they are at the site.
9. Shall authorize payment to program participant(s) only for time worked by such participant(s). No funds may be paid to any participant for more than 40 hours per week and cannot exceed a total of 600 hours under this agreement unless additional hours have been approved by Contractor pursuant to section "A".

10. Shall provide a wage of \$18.50 per hour with automatic adjustments to reflect any minimum wage increases during the life of this Agreement, and Worker's Compensation Insurance coverage for program participant(s), contingent upon receipt of funds from the State of California, and subject to budget appropriations by the Board of Supervisors as adopted. The absence of State funding or of County budget appropriations, shall automatically terminate this agreement.
11. Shall provide orientation for the program participant(s) and worksite supervisor(s) as to payroll policies and procedures.

C. OBLIGATIONS OF THIS AGREEMENT: Worksite Agency

1. Nepotism. Shall not provide a training assignment under this program for a member of the owner of the Worksite's immediate family. Immediate family is defined as: spouse, domestic partner, child (including step-children), parent (including step-parent), grand parent, grandchild, brother, sister, step-relatives and in-laws in those relationships.
2. Shall provide work experience activities to program participant(s) selected consistent with the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2. The Worksite Agency certifies that it approves of placement of program participant(s) at its worksite and that it understands and accepts those responsibilities that have been accepted by its officers and employees, as the employer of the program participant(s) placed there.
3. Shall agree to indemnify, defend and save harmless the Contractor, the Contractor's officers and employees, and the program participant(s) from and against any and all claims and losses whatsoever arising out of, or in any way related to the Worksite Agency's performance under this agreement, including, but not limited to, claims for property damage, property loss, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs and experts' fees) incurred by the Contractor and/or the program participant(s) in connection with such claims or losses. The Worksite Agency's "performance" includes its action or inaction and the action or inaction of its officers, agents and employees.
4. Shall maintain comprehensive general liability insurance, in full force and effect during the term of this agreement, covering all of the Worksite Agency's operations with a combined single limit of not less than one million dollars (\$1,000,000).
 - a. Compliance with the above insurance coverage requirement does not limit the Worksite Agency's duty to indemnify the Contractor.
 - b. Each insurance policy shall be issued by a company authorized by law to transact business in the State of California.
 - c. Each insurance policy shall provide that the Contractor be given notice in

writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.

- d. The comprehensive general liability policy shall provide an endorsement naming the Contractor and its officers, agents and employees as additional insured.
 - e. The Worksite Agency shall file a certificate of insurance with the Contractor, showing that the Worksite Agency has in effect the insurance required by this agreement. The Worksite Agency shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, the Worksite Agency may provide proof of self-insurance meeting requirements equivalent to those imposed herein. The Worksite Agency warrants that the Worksite Agency's self-insurance provides substantially the same protection to the Contractor as the insurance required herein. The Worksite Agency further agrees to notify the Contractor in the event any change in self-insurance occurs that would alter the obligations undertaken in this agreement within thirty (30) days of such change.
- 5. Shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and performing the services specified in this agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this agreement.
 - 6. Shall not discriminate in the employment of persons necessary to perform this agreement on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.
 - 7. Shall not, except as specifically authorized herein, assign rights under this agreement, or delegate duties under this agreement, without the prior written consent of the Contractor, and any attempted assignment or delegation without such consent shall be void.
 - 8. Shall provide 6 position(s). The program participant(s) shall be assigned to various job duties as outlined in the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2.
 - 9. Shall notify the Contractor immediately if the number of participant(s) at the worksite changes, so that this agreement may be modified as necessary.
 - 10. Shall orient the program participant(s) to the worksite (conditions of work, employer expectations, employer's policies and procedures, etc.) on their first day at work.

11. Shall provide the program participant(s) with adequate supervision and shall provide an alternate supervisor whenever the regular worksite supervisor is not available. The worksite supervisor and alternative supervisor shall accept responsibility for supervising program participant(s) placed in their charge. The worksite supervisor and alternative supervisor shall supervise the work and training of the program participant(s) as specified in the Contractor's Job Description form, as completed by the Worksite Agency and submitted with this agreement, which completed form is attached hereto and incorporated herein by reference as Attachment 2. The worksite supervisor and alternative supervisor shall keep accurate time and attendance records for program participant(s) and shall report any problems or concerns to the assigned work experience counselor. The worksite supervisor shall inform the alternative supervisor of any absence(s) by the supervisor.
12. Shall further provide program participant(s) with safety instructions for protection against injury and shall provide a safe and healthy work environment for the program participant(s). The Worksite Agency shall strictly adhere to the provisions of State and Federal Child Labor Laws.
13. Shall provide an adequate number of worksite supervisor(s) to provide a ratio not to exceed 12 program participants to one worksite supervisor.
14. Shall provide assistance in upgrading program participant(s) to higher level of training to the extent feasible.
15. Shall submit to the Contractor authenticated timesheets and worker's compensation claims, if any, for program participant(s), in accordance with the policies of the Contractor.
16. Shall, on evaluation forms provided by the Contractor, and on the back of the program participant's(s') timesheets, review participant's(s') work experience progress and shall forward original forms to the Contractor.
17. Shall assure that appropriate and legal standards for health and safety in the workplace and in training situations are maintained.
18. Shall assure that the worksite supervisor(s) is/are experienced in the work to be performed.
19. Shall insure that the worksite(s) has/have adequate equipment and/or materials necessary to the program participant's(s') work experience job, at no cost to Contractor.
20. Shall insure that program participant(s) will work no more than 8 hours per day and no more than 40 hours per week.
21. Shall provide training and supervision to program participant(s) such that they will be able to perform satisfactorily the duties specified on the Contractor's Work

Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2.

22. Shall ensure that program participant(s) will not be employed on the construction, operation, or maintenance of any facility which is used for sectarian instruction or as a place for religious worship.
23. Shall comply with the applicable provisions of the Hatch Act, which limits the political activity of employees, and will assure that participants are not involved in any political activities.
24. Shall provide release time for program participant(s) to attend skill training, counseling, and education programs as a part of the career orientation to be provided by the Contractor.
25. Shall not fill a vacant position that has been created through a layoff of any Worksite Agency employee(s) and shall not displace any Worksite Agency employee(s) by layoff of said employee(s) through the placement of a program participant(s). No program participant(s) shall be employed when any other individual is not on layoff status for the same or equivalent job with the Worksite Agency, nor can the Worksite Agency terminate a regular employee to create a job for a program participant. The Worksite Agency shall complete and submit Contractor's Maintenance of Effort Statistics form, as completed by the Worksite Agency and submitted with this agreement, which completed form is attached hereto and incorporated herein by reference as Attachment 3.
26. Shall certify that neither it nor any of its officers or employees has been convicted of fraud or misappropriation of funds within the last two (2) years and that, to the best of its knowledge and belief, neither it nor any of its officers or employees is/has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this or any other covered transactions by any Federal department or agency. The Worksite Agency assures that it is licensed in good standing in California and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Excluded Parties Listing. The Worksite Agency has completed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions form, and submitted it with this agreement, which completed form, is attached hereto and incorporated herein by reference as Attachment 4.

D. TIME AND ATTENDANCE

1. Accurate time and attendance records shall be kept by the supervisor for each program participant and will reflect the time actually worked by the participant. Standard work experience timesheets shall be used for verification.
2. Time and attendance records shall be signed at the end of the period by the program participant(s) and worksite supervisor, whose signature shall certify its accuracy. Completed timesheets shall be submitted to the Contractor at the address specified

in paragraph H below, on the scheduled due date.

E. MONITORING

The worksite shall be monitored by the Contractor, and possibly by the State of California and the United States Department of Labor, for compliance with the provisions of the Worksite Agreement and rules and regulations governing the Contractor. The worksite supervisor shall maintain accurate time and attendance records as well as a list of current activities, and shall cooperate fully to provide monitoring information as requested.

All such time and attendance records shall be made available to the Contractor or its authorized representative, or officials of the State of California and/or of the United States Department of Labor for review or audit during normal business hours, upon reasonable advance notice given by the Contractor, its authorized representative, or officials of the State of California or of the United States Department of Labor. The Worksite Agency shall maintain and preserve all records related to this agreement for a period of three years from the end of each fiscal year in which they were prepared. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three-year period shall arise only if the Contractor notifies the Worksite Agency of the commencement of an audit prior to the expiration of the three-year period.

*Worksites for such monitoring are selected on a random basis by the State of California and the United States Department of Labor.

F. TERMINATION

Either the Contractor or the Worksite Agency may terminate this agreement, with or without cause, at any time. In order to terminate this agreement, the terminating party shall give fifteen (15) days advance written notice to the other party. The termination notice shall be made as specified in paragraph H, below. The termination shall be effective at the expiration of the fifteen (15) days.

G. GENERAL TERMS AND CONDITIONS

1. Independent Contractor: The Worksite Agency and its officers, agents and employees, in the performance of this agreement, are independent contractors in relation to the Contractor and not officers or employees of the Contractor. Nothing in this agreement shall create any of the rights, powers, privileges or immunities of any officer or employee of the Contractor. The Worksite Agency shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this agreement. The Worksite Agency further represents to the Contractor that the Worksite Agency has no expectation of receiving any benefits incidental to employment.
2. Conflict of Interest: The Worksite Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services

hereunder. Worksite Agency further covenants that, in the performance of this agreement, no subcontractor or person having such an interest shall be used or employed. Worksite Agency certifies that no one who has or will have any financial interest under this agreement is an officer or employee of the Contractor.

3. Negotiated Contract: This agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this agreement within the meaning of California Civil Code Section 1654.
4. Severability: Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this agreement are declared to be severable.
5. Entire Contract: This agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this agreement except as are expressly stated in writing in this agreement or in any document attached hereto or incorporated herein by reference.
6. Materiality: The parties consider each and every term, covenant, and provision of this agreement to be material and reasonable.
7. Waiver: Waiver by either party of a breach of any covenant of this agreement will not be construed to be a continuing waiver of any subsequent breach. The Contractor's receipt of consideration with knowledge of the Worksite Agency's violation of a covenant does not waive its right to enforce any covenant of this agreement. The parties shall not waive any provisions of this agreement unless the waiver is in writing and signed by all parties.
8. Authority and Capacity: The Worksite Agency and the Worksite Agency's signatory each warrant and represent that each has full authority and capacity to enter into this agreement.
9. Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the successors and assigns of the Worksite Agency. The Worksite Agency and all of the Worksite Agency's successors and assigns shall be jointly and severally liable under this agreement.
10. Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
11. Independent Advice: Each party hereby represents and warrants that in executing this agreement it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has

received independent legal advice from its attorney with respect to the matters set forth in this agreement and the rights and duties arising out of this agreement, or that such party willingly foregoes any such consultation.

12. No Reliance on Representations: Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this agreement may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this agreement shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.
13. Counterparts: This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one agreement.

H. Information about Agreement Administrators

The following, names, titles, addresses, and telephone numbers are the pertinent information for the respective agreement administrators for the parties.

Contractor	Worksite Agency
County of San Benito Health & Human Services Agency Community Services & Workforce Development, WIOA Work Experience Program	San Benito County Water District
Name: Enrique Arreola	Name: Dana Jacobson
Title: Deputy Director	Title: General Manager
Address: 1111 San Felipe Road Suite 107 Hollister, CA 95023	Address: 30 Mansfield Rd. Hollister CA, 95023
Telephone: (831) 638-3316	Telephone: (831) 637-8218
Email: earreola@sanbenitocountyca.gov	Email: djacobson@sbcwd.ca.gov
Fax: (831) 637-0254	Fax:
Agency Type: County	Agency: Government

Notices to the parties in connection with the administration of this agreement shall be given to the parties' agreement administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

1. The day the notice is personally delivered to the agreement administrator or the office of the party's agreement administrator; or

2. Five days after the date the notice is deposited in the United States mail, addressed to a party's agreement administrator, with first-class postage fully prepaid; or
3. On the day that the notice is transmitted by facsimile to a party's facsimile number, provided that an original of such notice is deposited in the United States mail, addressed to a party's agreement administrator, on the same day as the facsimile transmission is made.

All matters concerning this agreement which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective agreement administrators or to the party's employee specified, in writing, by the agreement administrator. A party may, in its sole discretion, change its designation of its agreement administrator and shall promptly give written notice to the other party of any such change.

SIGNATURES

APPROVED BY CONTRACTOR

Name: Enrique Arreola

Signature: _____

Title: Deputy Director

Date: _____

APPROVED BY WORKSITE AGENCY

Name: Dana Jacobson

Signature: _____

Title: General Manager

Tax I.D. or Social Security No.: _____

Date: _____

APPROVED AS TO LEGAL FORM: San Benito County Counsel's Office

By: _____

Date: _____

COMMUNITY SERVICES & WORKFORCE DEVELOPMENT WORK EXPERIENCE WORKSITE REQUEST

The San Benito County CSWD, under WIOA, is funding a work experience training program. Positions are for adults and dislocated workers.

I. Agency Name: San Benito County Water District Phone: (831) 637-8218

Contact Person: Dana Jacobson

1. Is this agency accessible to the handicapped? ☒ Yes ☐ No
2. Is this agency accessible to public transportation? ☒ Yes ☐ No
3. What hours is this agency active? 7:00 am to 5:00 pm
4. How many positions are you requesting? 6

II. An agency may request, for example, four positions - all maintenance aides. Four would be the number of positions; however, there would only need to be one job classification.

1. For each job classification, please submit a detailed job description. Include specific prerequisites (bilingual preferred, over 18, etc.) and specific tools and equipment to be used; methods and procedures to be taught. (Attachment #2)
2. Maintenance of effort statistics must be kept on file and up to date at all times. Maintenance of effort compares the number of permanent and part-time positions that your agency has within the same job classification as the participant assigned to your worksite. The worksite must ensure that participants are not placed in positions where it would result in the displacement of currently employed workers, or reduce the hours of the same or equivalent position if vacant, unless it can be proven that the freeze resulted from lack of funding to sustain staff. (Attachment #3)

WORK EXPERIENCE PROGRAM JOB DESCRIPTION

AGENCY: San Benito County Water District PHONE: (831) 637-8218

CONTACT PERSON: Dana Jacobson

ADDRESS OF WORKSITE: 30 Mansfield Road, Hollister CA, 95023

INTERVIEW LOCATION IF DIFFERENT FROM ABOVE: **SAME**

JOB TITLE: Water Resources Technician Trainee

HOURS TO BE WORKED BY PARTICIPANT: (i.e. 8:00 - 5:00): **Monday-Friday, 7 am to 5 pm, not to exceed 40 hours per week.**

SPECIFIC DUTIES TO BE PERFORMED: Learn to Install, repair, replace and maintain the following with proper tools and equipment: Water Services, fire hydrant, motor, pumps, valves, chlorinating equipment, treatment process, well sites, tank level gauges, piping about water distribution, and related system equipment.

Perform water treatment plant inspections, monitoring, and documenting plant operations by reading plant equipment gauges, dials, graphs, and other instrumentation.

Maintain, compile, and update accurate treatment plant operations logs and reports.

Perform and record mathematical calculations related to treatment plant operational activities.

Operate, maintain, and adjust water treatment plant pumps, motors, valves, electronic monitoring devices, chemical feeders, filter maintenance, backwashing, and other treatment equipment to maintain plant operations.

Safely load and unload materials and supplies including chlorine and other hazardous treatment chemicals and safely mix and add treatment chemicals according to standards, regulations, and specifications.

Communicate clearly and concisely, both orally and in writing.

General upkeep of plant, pump stations, buildings, grounds, and vehicles.

Reads meters, and groundwater level, and maintains records.

Receive work order requests. Respond to and resolve difficult and sensitive citizen customer inquiries and complaints. Perform related duties and responsibilities as assigned.

PREREQUISITES:

TYPING: ☐ Yes ☒ No (25 wpm) COMPUTER: ☒ IBM ☐ MAC OTHER: MS Windows

BILINGUAL: ☐ Yes ☒ No ☐ Preferred DRIVERS LICENSE NEEDED: ☐ Yes ☒ No

TOOLS, EQUIPMENT TO BE USED: TBD on site

COMMENTS: Essential functions may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; heavy, moderate or light lifting and carrying; bending, stooping, kneeling, crawling; climbing ladders and walking on catwalks; operating motorized equipment and vehicles

**WORK EXPERIENCE PROGRAM
JOB DESCRIPTION**

AGENCY: San Benito County Water District PHONE: (831) 637-8218

CONTACT PERSON: Dana Jacobson

ADDRESS OF WORKSITE: 30 Mansfield Rd Hollister, CA 95023

INTERVIEW LOCATION IF DIFFERENT FROM ABOVE: SAME

JOB TITLE: Water Distribution Maintenance Trainee

HOURS TO BE WORKED BY PARTICIPANT: (i.e. 8:00 - 5:00)

M-F 7:30 am – 4:00 pm, not to exceed 40 hours per week.

SPECIFIC DUTIES TO BE PERFORMED: Under direct supervision, learn to assist in the construction, maintenance, and repair of flood control and groundwater recharge facilities, including patching cracks, building and removing small dams, laying riprap, and performing concrete work such as breaking and removing rubble, placing forms, installing reinforcement, and mixing, pouring, and finishing cement. Learn to assist in cleaning and maintaining work sites and ensure proper disposal of materials, including hazardous materials, in accordance with District guidelines. Learn to assist in performing preventative maintenance on pumps, valves, and other water distribution facilities; assist craft and technical staff with mechanical, electrical, carpentry, and painting work. Learn to perform traffic control functions including setting up traffic warning devices and barricades and directing traffic around work sites. Learn to operate and assist in maintaining a variety of maintenance equipment including hand, air, and power tools, generators, compressors, cement mixers, trucks, tractors, forklifts, and light equipment up to ¾-ton pickups, in accordance with District safety policies and procedures. Learn to check job sites for potential hazards, determine appropriate safety precautions, and perform assignments in compliance with applicable safety regulations.

Learn to haul tools, materials, and equipment to and from job sites; inspect equipment, make basic operating adjustments, and assist with minor preventative maintenance and repair. Learn to perform vegetation control and site maintenance activities as directed, under appropriate supervision.

PREREQUISITES:

TYPING: ☐ Yes ☒ No (35 wpm) COMPUTER: ☐ IBM ☐ MAC OTHER: _____

BILINGUAL: ☐ Yes ☒ No ☐ Preferred DRIVERS LICENSE NEEDED: ☐ Yes ☒ No

TOOLS, EQUIPMENT TO BE USED: Portable air compressor, pumps, compaction equipment, spray equipment and pneumatic power and hand tools, PPE and Safety tools

COMMENT: Duties performed under supervision and in accordance with District safety policies.

**WORK EXPERIENCE AGREEMENT
MAINTENANCE OF EFFORT STATISTICS****

Agency Name: San Benito County Water DistrictContact Person: Dana Jacobson

Water Resources Technician Trainee
Job Classification

Perm. Positions filled
Part-time Positions filled
Frozen Positions filled
CSWD Authorized 3 filled

Water Distribution Maintenance Trainee
Job Classification

Perm. Positions filled
Part-time Positions filled
Frozen Positions filled
CSWD Authorized 3 filled

Job Classification

Perm. Positions filled
Part-time Positions filled
Frozen Positions filled
CSWD Authorized filled

Job Classification

Perm. Positions filled
Part-time Positions filled
Frozen Positions filled
CSWD Authorized filled

Participants

Supervisors

Dana Jacobson
Michael Craig

Participant

Supervisors

****No CSWD work experience participant shall be employed when any other individual is on layoff for the same or equivalent job nor can the employer terminate a regular employee to create a job for a CSWD participant.**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to attest to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dana Jacobson- General Manager

Name and Title of Authorized Representative

Signature

Date

Date_____

To_____

Policy Number_____

From_____

Re: Additional Insured Designated Organization

Requesting amendment to include: San Benito County
 Community Services & Workforce Development
 Work Experience Program
 1111 San Felipe Road, Suite 108
 Hollister, CA 95023

As an additional insured in respects to operations under contract. Amendment to include CSWD as an insured only with respect to liability arising out of operations on premises owned or rented by me.

Attachment #6

WIOA WORK EXPERIENCE TRAINING PLAN

Agency Name: San Benito County Water District	Provider: San Benito County Community Services and Workforce Development Board
Worksite Name and Work Experience (WEX) Location: 30 Mansfield Road Hollister, Ca 95023	Provider Address: 1111 San Felipe Road Suite 107 Hollister, CA 95023
Worksite Supervisor: Dana Jacobson Phone: (831) 637-8218 Email: djacobson@sbcwd.ca.gov	Provider Staff Name: Juanita Leanos Phone: 831-637-5627 Email: jleanos@sanbenitocountyca.gov
Alternate Supervisor: Michael Craig Phone: (831) 637-8218 Email: mcraig@sbcwd.ca.gov	Provider Program Supervisor: Ruby Soto Phone: (831) 637-5627 Email: rsoto@sanbenitocountyca.gov
Job Title: Water Resources Technician Trainee Department (if any)	Work Schedule: Monday – Friday: Between 7:00 am to 5:00 pm
Dates of WEX Placement: 07/22/2026 to 06/30/2027	Other hours as necessary, not to exceed 8 hours a day or 40 hours per week
May work a maximum of 40 hours per week and a maximum of <u>450</u> total hours during WEX placement.	

The participant shall be compensated for actual hours at the rate of 100% of the hourly wage, not to exceed eight (8) hours per day, and not to exceed 40 hours per week.

WORKSITE TRAINING PLAN

Primary Tasks / Job Duties (Mandatory) – Clearly describe the work this participant will perform:

1. Learn to Install, repair, replace and maintain the following with proper tools and equipment: Water Services, fire hydrant, motor, pumps, valves, chlorinating equipment, treatment process, well sites, tank level gauges, piping about water distribution, and related system equipment.
2. Perform water treatment plant inspections, monitoring, and documenting plant operations by reading plant equipment gauges, dials, graphs, and other instrumentation.
3. Maintain, compile, and update accurate treatment plant operations logs and reports.
4. Perform and record mathematical calculations related to treatment plant operational activities.
5. Operate, maintain, and adjust water treatment plant pumps, motors, valves, electronic monitoring devices, chemical feeders, filter maintenance, backwashing, and other treatment equipment to maintain plant operations.
6. Safely load and unload materials and supplies including chlorine and other hazardous treatment chemicals and safely mix and add treatment chemicals according to standards, regulations, and specifications.
7. Communicate clearly and concisely, both orally and in writing.
8. General upkeep of plant, pump stations, buildings, grounds, and vehicles.
9. Reads meters, and groundwater level, and maintains records.
10. Receive work order requests. Respond to and resolve difficult and sensitive citizen customer inquiries and complaints. Perform related duties and responsibilities as assigned.
11. And other duties as assigned:

List any equipment, tools, machinery or chemicals this participant will use, i.e. gardening tools, cleaning supplies, computer:

Water tools and Chemicals

SPECIAL EMPLOYMENT NEEDS

Describe any special equipment or clothing this participant will need to have, i.e., uniforms, safety glasses, work boots, etc.

Workboots / Workgear apparel

Describe your expectations for employee dress:

Workboots / Workgear apparel

Attachment #6A

WIOA WORK EXPERIENCE TRAINING PLAN

Agency Name: San Benito County Water District	Provider: San Benito County Community Services and Workforce Development Board
Worksite Name and Work Experience (WEX) Location: 30 Mansfield Road Hollister, Ca 95023	Provider Address: 1111 San Felipe Road Suite 107 Hollister, CA 95023
Worksite Supervisor: Dana Jacobson Phone: (831) 637-8218 Email: djacobson@sbcwd.ca.gov	Provider Staff Name: Juanita Leanos Phone: 831-637-5627 Email: jleanos@sanbenitocountyca.gov
Alternate Supervisor: Michael Craig Phone: (831) 637-8218 Email: mcraig@sbcwd.ca.gov	Provider Program Supervisor: Ruby Soto Phone: (831) 637-5627 Email: rsoto@sanbenitocountyca.gov
Job Title: Water Distribution Maintenance Trainee Department (if any)	Work Schedule: Monday – Friday: Between 7:00 am to 5:00 pm Other hours as necessary, not to exceed 8 hours a day or 40 hours per week
Dates of WEX Placement: 07/22/2026 to 06/30/2027	
May work a maximum of 40 hours per week and a maximum of 600 total hours during WEX placement.	

The participant shall be compensated for actual hours at the rate of 100% of the hourly wage, not to exceed eight (8) hours per day, and not to exceed 40 hours per week.

WORKSITE TRAINING PLAN

Primary Tasks / Job Duties (Mandatory) – Clearly describe the work this participant will perform:

1. learn to assist in the construction, maintenance, and repair of flood control and groundwater recharge facilities, including patching cracks, building and removing small dams, laying riprap, and performing concrete work such as breaking and removing rubble, placing forms, installing reinforcement, and mixing, pouring, and finishing cement.
2. Learn to assist in cleaning and maintaining work sites and ensure proper disposal of materials, including hazardous materials, in accordance with District guidelines.
3. Learn to assist in performing preventative maintenance on pumps, valves, and other water distribution facilities; assist craft and technical staff with mechanical, electrical, carpentry, and painting work.
4. Learn to perform traffic control functions including setting up traffic warning devices and barricades and directing traffic around work sites. Learn to operate and assist in maintaining a variety of maintenance equipment including hand, air, and power tools, generators, compressors, cement mixers, trucks, tractors, forklifts, and light equipment up to ¾-ton pickups, in accordance with District safety policies and procedures.
5. Learn to check job sites for potential hazards, determine appropriate safety precautions, and perform assignments in compliance with applicable safety regulations.
6. Learn to haul tools, materials, and equipment to and from job sites; inspect equipment, make basic operating adjustments, and assist with minor preventative maintenance and repair. Learn to perform vegetation control and site maintenance activities as directed, under appropriate supervision. Other duties as required.

List any equipment, tools, machinery or chemicals this participant will use, i.e. gardening tools, cleaning supplies, computer:

Water tools and Chemicals

SPECIAL EMPLOYMENT NEEDS

Describe any special equipment or clothing this participant will need to have, i.e., uniforms, safety glasses, work boots, etc.

Workboots / Workgear apparel

Describe your expectations for employee dress:

Workboots / Workgear apparel

Participant Name:	Phone #
--------------------------	----------------

We have reviewed the Work Experience Guide, which sets forth the rules and expectations about acceptable workplace behavior. I have reviewed this Worksite Training Plan and agree to comply with the requirements therein. I understand that I am solely responsible for my actions and agree to comply with all rules.

I will contact the provider staff person if I have any questions or concerns.

Signature	Date	Provider Staff Signature	Date
------------------	-------------	---------------------------------	-------------

I have reviewed the attached WEX Training Agreement and the General Contract Provisions and agree to comply with the requirements therein. I have also reviewed the Supervisor Handbook, which sets forth the expectations and requirements for the San Benito County Workforce Innovation and Opportunity Act Work Experience Program in more detail. I understand that compliance with these provisions will be monitored.

I understand that any change to the originally agreed upon schedule, job duties or placement dates must be pre-approved by provider staff.

Worksite Supervisor's Signature	Date
--	-------------

Attachment #7

VERIFICATION OF SAFETY TRAINING

PARTICIPANT NAME: _____

WORKSITE NAME: _____

The Worksite Supervisor must complete this form within the first week of training and place a copy of the original in the client's file.

My signature below attests that:

1. The facility has a written safety policy that applies to this worksite.
2. A qualified worksite representative has provided this participant:
 - a. Training on the worksite's safety rules and regulations.
 - b. Detailed instructions in the use of all the tools, equipment, and machinery listed in Section A. which this participant will utilize in the performance of his/her job.
 - c. Training in emergency procedures.
 - d. Training in the Worksite Supervisor's Injury and Illness Prevention Program (IIPP), emergency action and fire prevention plans, and all other site-specific safety rules and safety and health programs pertinent to this youth's work assignments.
3. This worksite shall abide by all applicable ADA and CalOSHA safety regulations.
4. This worksite shall prohibit this participant from using any tools, equipment, and machinery for which training has not been provided.

SECTION A: The following is a complete list of all tools, equipment, and machinery this participant will utilize in the performance of his/her job:

- | | |
|---|--|
| ☐ Computer _____ | ☐ Water Testing Tools _____ |
| ☐ Phone _____ | ☐ Metering tools _____ |
| ☐ Fax _____ | ☐ Chemical Tools _____ |
| ☐ Printer/Copier/Scanner _____ | ☐ _____ |

Worksite Supervisor Signature

Date

I have been trained in the use of all tools, equipment, and machinery listed above, and I agree to use only those tools, equipment, and machinery on which I have been trained. I have also been given an orientation on the worksite's safety policies.

Participant Signature

Date

Attachment #7A

VERIFICATION OF SAFETY TRAINING

PARTICIPANT NAME: _____

WORKSITE NAME: _____

The Worksite Supervisor must complete this form within the first week of training and place a copy of the original in the client's file.

My signature below attests that:

3. The facility has a written safety policy that applies to this worksite.
4. A qualified worksite representative has provided this participant:
 - e. Training on the worksite's safety rules and regulations.
 - f. Detailed instructions in the use of all the tools, equipment, and machinery listed in Section A. which this participant will utilize in the performance of his/her job.
 - g. Training in emergency procedures.
 - h. Training in the Worksite Supervisor's Injury and Illness Prevention Program (IIPP), emergency action and fire prevention plans, and all other site-specific safety rules and safety and health programs pertinent to this youth's work assignments.
5. This worksite shall abide by all applicable ADA and CalOSHA safety regulations.
6. This worksite shall prohibit this participant from using any tools, equipment, and machinery for which training has not been provided.

SECTION A: The following is a complete list of all tools, equipment, and machinery this participant will utilize in the performance of his/her job:

☐ Computer	☐ Water Testing Tools
☐ Phone	☐ Metering tools
☐ Fax	☐ Chemical Tools
☐ Printer/Copier/Scanner	☐ _____

Worksite Supervisor Signature

Date

I have been trained in the use of all tools, equipment, and machinery listed above, and I agree to use only those tools, equipment, and machinery on which I have been trained. I have also been given an orientation on the worksite's safety policies.

Participant Signature

Date

**NON-FINANCIAL WORKSITE AGREEMENT FOR THE
SAN BENITO COUNTY CATALYST UPLIFT PROJECT WORK EXPERIENCE
PROGRAM**

WHEREAS, San Benito County Water District, has been selected by San Benito County Community Services and Workforce Development Department (CSWD) as an eligible training Worksite Agency, for the San Benito County Catalyst Uplift Project Work Experience Program (WEX)

IT IS THEREFORE agreed by and between CSWD as the Contractor and San Benito County Water District as the Worksite Agency, as follows:

In consideration for the Worksite Agency training participants in the Contractor's **SAN BENITO COUNTY CATALYST UPLIFT PROJECT** Work Experience Program, the Contractor shall provide eligible program participants at the Worksite Agency's worksite and shall pay the participant(s).

A. **PERIOD OF PERFORMANCE of this agreement shall be from 07/22/2026-08/31/2026, or until the completion of 900 hours, whichever is sooner. Additional hours may be approved by the Contractor and shall not exceed a total of 1800 hours, whichever is sooner.**

B. **OBLIGATIONS: Contractor (CSWD)**

1. Shall orient worksite supervisor(s) as to responsibilities, procedures, and operations pursuant to this Worksite Agreement.
2. Shall assure that worksite assignments are appropriate in terms of meeting program participants' needs and labor market demands.
3. Shall orient applicants during intake as to their rights and responsibilities as program participants under the SAN BENITO COUNTY CATALYST UPLIFT PROJECT Work Experience Program
4. Shall assure that all program participants are certified as eligible in accordance with Federal Regulations (20 C.F.R. Sections 645.212, 645.213 and 645.214).
5. Shall have the right to conduct on site monitoring of the Worksite Agency's program, including all records pertinent to this program, and the Contractor shall have primary responsibility for monitoring this Worksite Agreement. The State of California and the United States Department of Labor shall also have this right.
6. Shall reserve the right to modify this Worksite Agreement.
7. Shall terminate the Worksite Agreement where it finds serious or continual violation of the obligations of this agreement, and which are not likely to be corrected by quick and remedial actions.
8. Shall assure that the Worksite Agency provides sufficient meaningful work to occupy all program participant(s) assigned during the hours that they are at the site.
9. Shall authorize payment to program participant(s) only for time worked by such participant(s). No funds may be paid to any participant for more than 40 hours per week and cannot exceed a total of 900 hours under this agreement unless additional hours have been approved by Contractor pursuant to section "A".

10. Shall provide a wage of **\$18.50** per hour with automatic adjustments to reflect any minimum wage increases during the life of this Agreement, and Workers' Compensation Insurance coverage for program participant(s), contingent upon receipt of funds from the State of California, and subject to budget appropriations by the Board of Supervisors of the County of San Benito and any conditions placed on budget appropriations by the Board of Supervisors as adopted. The absence of State funding or of County budget appropriations, shall automatically terminate this agreement.
11. Shall provide orientation for the program participant(s) and worksite supervisor(s) as to payroll policies and procedures.

C. OBLIGATIONS OF THIS AGREEMENT: Worksite Agency

1. Nepotism. Shall not provide a training assignment under this program for a member of the owner of the Worksite's immediate family. Immediate family is defined as: spouse, domestic partner, child, (including step-children), parent (including step-parent), grandparent, grandchild, brother, sister, step-relatives and in-laws in those relationships.
2. Shall provide work experience activities to program participant(s) selected consistent with the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2. The Worksite Agency certifies that it approves of placement of program participant(s) at its worksite and that it understands and accepts those responsibilities that have been accepted by its officers and employees, as the employer of the program participant(s) placed there.
3. Shall agree to indemnify, defend and save harmless the Contractor, the Contractor's officers and employees, and the program participant(s) from and against any and all claims and losses whatsoever arising out of, or in any way related to the Worksite Agency's performance under this agreement, including, but not limited to, claims for property damage, property loss, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs and experts' fees) incurred by the Contractor and/or the program participant(s) in connection with such claims or losses. The Worksite Agency's "performance" includes its action or inaction and the action or inaction of its officers, agents and employees.
4. Shall maintain comprehensive general liability insurance, in full force and effect during the term of this agreement, covering all of the Worksite Agency's operations with a combined single limit of not less than one million dollars (\$1,000,000).
 - a. Compliance with the above insurance coverage requirement does not limit the Worksite Agency's duty to indemnify the Contractor.
 - b. Each insurance policy shall be issued by a company authorized by law to transact business in the State of California.
 - c. Each insurance policy shall provide that the Contractor be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.

- d. The comprehensive general liability policy shall provide an endorsement naming the Contractor and its officers, agents and employees as additional insured.
 - e. The Worksite Agency shall file a certificate of insurance with the Contractor, showing that the Worksite Agency has in effect the insurance required by this agreement. The Worksite Agency shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, the Worksite Agency may provide proof of self-insurance meeting requirements equivalent to those imposed herein. The Worksite Agency warrants that the Worksite Agency's self-insurance provides substantially the same protection to the Contractor as the insurance required herein. The Worksite Agency further agrees to notify the Contractor in the event any change in self-insurance occurs that would alter the obligations undertaken in this agreement within thirty (30) days of such change.
- 5. Shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and performing the services specified in this agreement. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this agreement.
 - 6. Shall not discriminate in the employment of persons necessary to perform this agreement on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.
 - 7. Shall not, except as specifically authorized herein, assign rights under this agreement, or delegate duties under this agreement, without the prior written consent of the Contractor, and any attempted assignment or delegation without such consent shall be void.
 - 8. Shall provide 6 position(s). The program participant(s) shall be assigned to various job duties as outlined in the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2.
 - 9. Shall notify the Contractor immediately if the number of participant(s) at the worksite changes, so that this agreement may be modified as necessary.
 - 10. Shall orient the program participant(s) to the worksite (conditions of work, employer expectations, employer's policies and procedures, etc.) on their first day at work.
 - 11. Shall provide the program participant(s) with adequate supervision and shall provide an alternate supervisor whenever the regular worksite supervisor is not available. The worksite supervisor and alternative supervisor shall accept responsibility for supervising program participant(s) placed in their charge. The worksite supervisor and alternative supervisor shall supervise the work and training of the program participant(s) as specified in the Contractor's Job Description form, as completed by the Worksite Agency and submitted with this agreement, which

completed form is attached hereto and incorporated herein by reference as Attachment 2. The worksite supervisor and alternative supervisor shall keep accurate time and attendance records for program participant(s) and shall report any problems or concerns to the assigned work experience counselor. The worksite supervisor shall inform the alternative supervisor of any absence(s) by the supervisor.

12. Shall further provide program participant(s) with safety instructions for protection against injury and shall provide a safe and healthy work environment for the program participant(s). The Worksite Agency shall strictly adhere to the provisions of State and Federal Child Labor Laws.
13. Shall provide an adequate number of worksite supervisor(s) to provide a ratio not to exceed 12 program participants to one worksite supervisor.
14. Shall provide assistance in upgrading program participant(s) to higher level of training to the extent feasible.
15. Shall submit to the Contractor authenticated timesheets and worker's compensation claims, if any, for program participant(s), in accordance with the policies of the contractor.
16. Shall, on evaluation forms provided by the Contractor, and on the back of the program participant(s) timesheets, review participant(s) work experience progress and shall forward original forms to the Contractor.
17. Shall assure that appropriate and legal standards for health and safety in the workplace and in training situations are maintained.
18. Shall assure that the worksite supervisor(s) is/are experienced in the work to be performed.
19. Shall ensure that the worksite(s) has/have adequate equipment and/or materials necessary to the program participant(s) work experience job, at no cost to Contractor.
20. Shall ensure that program participant(s) will work no more than 8 hours per day and no more than 40 hours per week.
21. Shall provide training and supervision to program participant(s) such that they will be able to perform satisfactorily the duties specified on the Contractor's Work Experience Worksite Request and Job Description forms, as completed by the Worksite Agency and submitted with this agreement, which completed forms are attached hereto and incorporated herein by reference as Attachments 1 and 2.
22. Shall ensure that program participant(s) will not be employed on the construction, operation, or maintenance of any facility which is used for sectarian instruction or as a place for religious worship.
23. Shall comply with the applicable provisions of the Hatch Act, which limits the political activity of employees, and will assure that participants are not involved in any political activities.
24. Shall provide release time for program participant(s) to attend skill training, counseling, and education programs as a part of the career orientation to be provided by the Contractor.

25. Shall not fill a vacant position that has been created through a layoff of any Worksite Agency employee(s) and shall not displace any Worksite Agency employee(s) by layoff of said employee(s) through the placement of a program participant(s). No program participant(s) shall be employed when any other individual is not on layoff status for the same or equivalent job with the Worksite Agency, nor can the Worksite Agency terminate a regular employee to create a job for a program participant. The Worksite Agency shall complete and submit Contractor's Maintenance of Effort Statistics form, as completed by the Worksite Agency and submitted with this agreement, which completed form is attached hereto and incorporated herein by reference as Attachment 3.
26. Shall certify that neither it nor any of its officers or employees has been convicted of fraud or misappropriation of funds within the last two (2) years and that, to the best of its knowledge and belief, neither it nor any of its officers or employees is/has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this or any other covered transactions by any Federal department or agency. The Worksite Agency assures that it is licensed in good standing in California and is not listed on the Federal Consolidated List of Debarred, Suspended, and Ineligible Excluded Parties Listing. The Worksite Agency has completed the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions form, and submitted it with this agreement, which completed form, is attached hereto and incorporated herein by reference as Attachment 4.

D. TIME AND ATTENDANCE

1. Accurate time and attendance records shall be kept by the supervisor for each program participant and will reflect the time actually worked by the participant. Standard work experience timesheets shall be used for verification.
2. Time and attendance records shall be signed at the end of the period by the program participant(s) and worksite supervisor, whose signature shall certify its accuracy. Completed timesheets shall be submitted to the Contractor at the address specified in paragraph H below, on the scheduled due date.

E. MONITORING

The worksite shall be monitored by the Contractor for compliance with the provisions of the Worksite Agreement and rules and regulations governing the Contractor. The worksite supervisor shall maintain accurate time and attendance records as well as a list of current activities, and shall cooperate fully to provide monitoring information as requested.

All such time and attendance records shall be made available to the Contractor or its authorized representative, for review or audit during normal business hours, upon reasonable advance notice given by the Contractor, its authorized representative. The Worksite Agency shall maintain and preserve all records related to this agreement for a period of three years from the end of each fiscal year in which they were prepared. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial three-year period shall arise only if the Contractor notifies the Worksite Agency of the commencement of an audit prior to the expiration of the three-year period.

*Worksites for such monitoring are selected on a random basis by the State of California

and the United States Department of Labor.

F. TERMINATION

Either the Contractor or the Worksite Agency may terminate this agreement, with or without cause, at any time. In order to terminate this agreement, the terminating party shall give fifteen (15) days advance written notice to the other party. The termination notice shall be made as specified in paragraph H, below. The termination shall be effective at the expiration of the fifteen (15) days.

G. GENERAL TERMS AND CONDITIONS

1. **Independent Contractor**: The Worksite Agency and its officers, agents and employees, in the performance of this agreement, are independent contractors in relation to the Contractor and not officers or employees of the Contractor. Nothing in this agreement shall create any of the rights, powers, privileges or immunities of any officer or employee of the Contractor. The Worksite Agency shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this agreement. The Worksite Agency further represents to the Contractor that the Worksite Agency has no expectation of receiving any benefits incidental to employment.
2. **Conflict of Interest**: The Worksite Agency covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Worksite Agency further covenants that, in the performance of this agreement, no subcontractor or person having such an interest shall be used or employed. Worksite Agency certifies that no one who has or will have any financial interest under this agreement is an officer or employee of the Contractor.
3. **Negotiated Contract**: This agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this agreement within the meaning of California Civil Code Section 1654.
4. **Severability**: Should any provision herein be found or deemed to be invalid, this agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this agreement are declared to be severable.
5. **Entire Contract**: This agreement is the entire agreement of the parties. There are no understandings or agreements pertaining to this agreement except as are expressly stated in writing in this agreement or in any document attached hereto or incorporated herein by reference.
6. **Materiality**: The parties consider each and every term, covenant, and provision of this agreement to be material and reasonable.
7. **Waiver**: Waiver by either party of a breach of any covenant of this agreement will not be construed to be a continuing waiver of any subsequent breach. The Contractor's receipt of consideration with knowledge of the Worksite Agency's violation of a covenant does not waive its right to enforce any covenant of this

agreement. The parties shall not waive any provisions of this agreement unless the waiver is in writing and signed by all parties.

8. **Authority and Capacity:** The Worksite Agency and the Worksite Agency's signatory each warrant and represent that each has full authority and capacity to enter into this agreement.
9. **Binding on Successors:** All of the conditions, covenants and terms herein contained shall apply to, and bind, the successors and assigns of the Worksite Agency. The Worksite Agency and all of the Worksite Agency's successors and assigns shall be jointly and severally liable under this agreement.
10. **Cumulation of Remedies:** All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.
11. **Independent Advice:** Each party hereby represents and warrants that in executing this agreement it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this agreement and the rights and duties arising out of this agreement, or that such party willingly foregoes any such consultation.
12. **No Reliance on Representations:** Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this agreement may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this agreement shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.
13. **Counterparts:** This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one agreement.

H. Information about Agreement Administrators

The following, names, titles, addresses, and telephone numbers are the pertinent information for the respective agreement administrators for the parties.

Contractor	Worksite Agency
County of San Benito Health & Human Services Agency Community Services & Workforce Development, Catalyst Uplift Project Work Experience (WEX) Program	San Benito County Water District
Name: Enrique Arreola	Name: Dana Jacobson
Title: Deputy Director	Title: General Manager
Address: 1111 San Felipe Rd. Suite 107 Hollister, CA 95023	Address: 30 Mansfield Rd. Hollister CA, 95023
Telephone: (831) 638-3316	Telephone: (831) 637-8218
Email: earreola@sanbenitocountyca.gov	Email: djacobson@sbcwd.ca.gov
Fax: (831) 637-0254	Fax: N/A
Agency Type: County	Agency Type: Government

Notices to the parties in connection with the administration of this agreement shall be given to the parties' agreement administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

1. The day the notice is personally delivered to the agreement administrator or the office of the party's agreement administrator; or
2. Five days after the date the notice is deposited in the United States mail, addressed to a party's agreement administrator, with first-class postage fully prepaid; or
3. On the day that the notice is transmitted by facsimile to a party's facsimile number, provided that an original of such notice is deposited in the United States mail, addressed to a party's agreement administrator, on the same day as the facsimile transmission is made.

All matters concerning this agreement which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective agreement administrators or to the party's employee specified, in writing, by the agreement administrator. A party may, in its sole discretion, change its designation of its agreement administrator and shall promptly give written notice to the other party of any such change.

SIGNATURES

APPROVED BY CONTRACTOR

Name: Enrique Arreola

Signature: _____

Title: Deputy Director

Date: _____

APPROVED BY WORKSITE AGENCY

Name: Dana Jacobson

Signature: _____

Title: General Manager

Tax I.D. or Social Security No. _____

Date: _____

**APPROVED AS TO LEGAL FORM:
San Benito County Counsel's Office**

By: _____

Date: _____

COMMUNITY SERVICES & WORKFORCE DEVELOPMENT WORK EXPERIENCE WORKSITE REQUEST

The San Benito County CSWD, under San Benito County CATALYST UPLIFT PROJECT, is funding a work experience training program. Positions are for eligible participants.

I. Agency Name San Benito County Water District Phone (831) 637-8218

Contact Person Dana Jacobson

1. Is this agency accessible to the handicapped? ☒ Yes ☐ No
2. Is this agency accessible to public transportation? ☒ Yes ☐ No
3. What hours is this agency active? 7:00 am to 5:00 pm
4. How many positions are you requesting? 6

II. An agency may request, for example, four positions - all maintenance aides. Four would be the number of positions; however, there would only need to be one job classification.

1. For each job classification, please submit a detailed job description. Include specific prerequisites (bilingual preferred, over 18, etc.) and specific tools and equipment to be used; methods and procedures to be taught. (Attachment #2)
2. Maintenance of effort statistics must be kept on file and up to date at all times. Maintenance of effort compares the number of permanent and part-time positions that your agency has within the same job classification as the participant assigned to your worksite. The worksite must ensure that participants are not placed in positions where it would result in the displacement of currently employed workers, or reduce the hours of the same or equivalent position if vacant, unless it can be proven that the freeze resulted from lack of funding to sustain staff. (Attachment #3)

**SAN BENITO COUNTY CATALYST UPLIFT PROJECT
WORK EXPERIENCE PROGRAM
JOB DESCRIPTION**

AGENCY: San Benito County Water District PHONE: (831) 637-8218

CONTACT PERSON: Dana Jacobson

ADDRESS OF WORKSITE: 30 Mansfield Rd. Hollister CA, 95023

INTERVIEW LOCATION IF DIFFERENT FROM ABOVE: SAME

JOB TITLE: Water Resources Technician Trainee

HOURS TO BE WORKED BY PARTICIPANT: (i.e. 8:00 - 5:00) Monday- Friday,
7:00AM to 5:00 PM, Not to exceed **40** hours per week.

SPECIFIC DUTIES TO BE PERFORMED:

SPECIFIC DUTIES TO BE PERFORMED: Learn to Install, repair, replace and maintain the following with proper tools and equipment: Water Services, fire hydrant, motor, pumps, valves, chlorinating equipment, treatment process, well sites, tank level gauges, piping about water distribution, and related system equipment.
Perform water treatment plant inspections, monitoring, and documenting plant operations by reading plant equipment gauges, dials, graphs, and other instrumentation.
Maintain, compile, and update accurate treatment plant operations logs and reports.
Perform and record mathematical calculations related to treatment plant operational activities.
Operate, maintain, and adjust water treatment plant pumps, motors, valves, electronic monitoring devices, chemical feeders, filter maintenance, backwashing, and other treatment equipment to maintain plant operations.
Safely load and unload materials and supplies including chlorine and other hazardous treatment chemicals and safely mix and add treatment chemicals according to standards, regulations, and specifications.
Communicate clearly and concisely, both orally and in writing.
General upkeep of plant, pump stations, buildings, grounds, and vehicles.
Reads meters, and groundwater level, and maintains records.
Receive work order requests. Respond to and resolve difficult and sensitive citizen customer inquiries and complaints. Perform related duties and responsibilities as assigned.

PREREQUISITES:

TYPING: ☐ Yes ☒ No (35 wpm) COMPUTER: ☒ IBM ☐ MAC OTHER: MS Windows

BILINGUAL: ☐ Yes ☐ No ☒ Preferred

DRIVERS LICENSE NEEDED: ☐ Yes ☒ No

TOOLS, EQUIPMENT TO BE USED: TBD on Site

COMMENTS: Essential functions may require maintaining physical condition necessary for walking, standing or sitting for prolonged periods of time; heavy, moderate or light lifting and carrying; bending, stooping, kneeling, crawling; climbing ladders and walking

on catwalks; operating motorized equipment and vehicles

Attachment #2A

**SAN BENITO COUNTY CATALYST UPLIFT PROJECT
WORK EXPERIENCE PROGRAM
JOB DESCRIPTION**

AGENCY: San Benito County Water District PHONE: (831) 637-8218

CONTACT PERSON: Dana Jacobson

ADDRESS OF WORKSITE: 30 Mansfield Rd Hollister, CA 95023

INTERVIEW LOCATION IF DIFFERENT FROM ABOVE: **SAME**

JOB TITLE: Water Distribution Maintenance Trainee

HOURS TO BE WORKED BY PARTICIPANT: (i.e. 8:00 - 5:00)

M-F 7:30 am – 4:00 pm, not to exceed 40 hours per week.

SPECIFIC DUTIES TO BE PERFORMED: Under direct supervision, learn to assist in the construction, maintenance, and repair of flood control and groundwater recharge facilities, including patching cracks, building and removing small dams, laying riprap, and performing concrete work such as breaking and removing rubble, placing forms, installing reinforcement, and mixing, pouring, and finishing cement. Learn to assist in cleaning and maintaining work sites and ensure proper disposal of materials, including hazardous materials, in accordance with District guidelines. Learn to assist in performing preventative maintenance on pumps, valves, and other water distribution facilities; assist craft and technical staff with mechanical, electrical, carpentry, and painting work. Learn to perform traffic control functions including setting up traffic warning devices and barricades and directing traffic around work sites. Learn to operate and assist in maintaining a variety of maintenance equipment including hand, air, and power tools, generators, compressors, cement mixers, trucks, tractors, forklifts, and light equipment up to ¾-ton pickups, in accordance with District safety policies and procedures. Learn to check job sites for potential hazards, determine appropriate safety precautions, and perform assignments in compliance with applicable safety regulations.

Learn to haul tools, materials, and equipment to and from job sites; inspect equipment, make basic operating adjustments, and assist with minor preventative maintenance and repair. Learn to perform vegetation control and site maintenance activities as directed, under appropriate supervision.

PREREQUISITES:

TYPING: ☐ Yes ☒ No (35 wpm) COMPUTER: ☐ IBM ☐ MAC OTHER: _____

BILINGUAL: ☐ Yes ☒ No ☐ Preferred DRIVERS LICENSE NEEDED: ☐ Yes ☒ No

TOOLS, EQUIPMENT TO BE USED: Portable air compressor, pumps, compaction equipment, spray equipment and pneumatic power and hand tools, PPE and Safety tools

COMMENT: Duties performed under supervision and in accordance with District safety policies.

**WORK EXPERIENCE AGREEMENT
MAINTENANCE OF EFFORT STATISTICS****

Agency Name San Benito County Water District Contact Person Dana Jacobson

Water Resources Technician Trainee

Job Classification

Perm. Positions filled

Part-time Positions filled Frozen Positions filled CSWD Authorized 3 filled_____

Water Distribution Maintenance Trainee

Job Classification

Perm. Positions filled

Part-time Positions filled

Frozen Positions _____filled_____

CSWD Authorized 3 filled_____

Job Classification

Perm. Positions filled

Part-time Positions filled Frozen Positions filledCSWD Authorized filled

Job Classification

Perm. Positions filled

Part-time Positions _____filled_____

Frozen Positions filled

CSWD Authorized _____ filled_____

Participants

Supervisors

.....

Dana Jacobson

Michael Craig

Participants

Supervisors

****No CSWD work experience participant shall be employed when any other individual is on layoff for the same or equivalent job nor can the employer terminate a regular employee to create a job for a CSWD participant.**

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY
EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The certification is required by regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to attest to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dana Jacobson- General Manager

Name and Title of Authorized Representative

Signature

Date

Date_____

To_____

Policy Number_____

From_____

Re: Additional Insured Designated Organization

Requesting amendment to include: San Benito County
Community Services & Workforce Development
Work Experience Program
1111 San Felipe Road, Suite 108
Hollister, CA 95023

As an additional insured in respects to operations under contract. Amendment to include CSWD as an insured only with respect to liability arising out of operations on premises owned or rented by me.



Agenda

Item

9

No Materials

**San Benito County Water District
Agenda Transmittal**

Agenda Item:

10

Meeting Date: July 29, 2026

Submitted By: Dana Jacobson

Presented By: Dana Jacobson

Agenda Title: Consider Resolution Authorizing Board President to Execute the Temporary Contract Between the United States and the San Benito County Water District Providing for Storage and/or Conveyance of Non-Project Water and the Power Letter of Agreement 26-WC-20-6448 for the Replacement of Central Valley Project Electrical Power and Fees Incurred for the Conveyance of Non-Project Water

Detailed Description:

The San Benito County Water District (District) is a participant in the San Luis & Delta-Mendota Water Authority (SLDMWA) Yuba Transfer 2026-2050 Activity Agreement, which provides the District access to supplemental imported water from the Yuba River. This transfer program is the result of a settlement known as the Lower Yuba River Accord, which was intended to improve water quality and temperature for fisheries in the lower Yuba River, while also improving water supply reliability state-wide. The Yuba Accord consists of a series of agreements, one of which makes water available for purchase by State Water Project (SWP) and Central Valley Project (CVP) contractors south of the Delta. Water purchases under this program are shared 50/50 between the SWP and CVP, with the CVP portion being administered through the SLDMWA Activity Agreement.

The Temporary Contract Between the United States and San Benito County Water District Providing for Storage and/or Conveyance of Non-Project Water (Warren Act Contract) is a separate contract required by the U.S. Bureau of Reclamation (Reclamation) for participation in the Yuba Transfer Program. It provides for the use of excess capacity in CVP facilities for the storage and conveyance of Yuba Transfer Water ("non-project water"). The Warren Act Contract will have a term of five years and be effective through February 28, 2031. The maximum amount of Yuba Transfer Water that can be delivered to the District is 2,060 acre-feet (AF) per year. However, this amount can be adjusted if the District agrees to accept an increased allocation through the Activity Agreement.

Because the Yuba Transfer Water is considered non-project water, it is not eligible to receive Project Use Power, which is energy generated by CVP facilities, to deliver the transfer water to the District. As a result, the District will be responsible for reimbursing Reclamation at market rates for any water delivered under this Warren Act Contract. The reimbursement will be accomplished through a separate Power Letter of Agreement. Staff is also requesting that the

Board authorize the Board President to execute the Power Letter of Agreement 26-WC-20-6448 for the Replacement of Central Valley Project Electrical Power and Fees Incurred for the Conveyance of Non-Project Water concurrently with the Warren Act Contract.

When the District approved the Activity Agreement, there were certain aspects of the purchase program still outstanding, in particular the pricing for the transfer water and the water rights proceeding for the Yuba Transfer Program. The water rights proceeding has concluded, and Yuba County Water Agency (YCWA) now has State Board approval to effectuate the transfer.

The price for Transfer Water previously stored in YCWA facilities has also been agreed upon and will depend on the water year classification as described in the table below. These prices will be effective for five years, at which time they will be renegotiated. The price for Transfer Water made available through groundwater substitution will be negotiated on an annual basis. The District would only incur water purchase costs if it elected to make such purchases in any future year.

Yuba Transfer Purchase Costs (2026-2031)	
Water Year Classification	Price
Wet Year	\$75/AF
Above Normal Year	\$150/AF
Below Normal Year	\$225/AF
Dry Year	\$300/AF
Critical Year	\$450/AF
Consecutive Dry or Critical Years	\$525/AF

The Yuba Transfer Program has complied with applicable environmental laws. In compliance with the California Environmental Quality Act, the Department of Water Resources (DWR) has issued a Final Supplemental Environmental Impact Report. For National Environmental Protection Act compliance, Reclamation has issued Categorical Exclusion CEC-24-071.

Prior Committee or Board Action:

July 14, 2026, Zone 6 Water Supply and Operations Committee Meeting

Financial Impact: X Yes No

There is no immediate financial impact of executing the Warren Act Contract. However, the District would be responsible for any fees assessed by Reclamation, DWR, and SLDMWA when the District purchases water through the Yuba Transfer Program. The District will be responsible for reimbursing Reclamation for costs related to staff time for the development and administration of the Warren Act Contract.

Executing the Power Letter of Agreement will require a deposit of \$5,000 to be paid to Reclamation. The actual power costs owed to Reclamation will depend on market rates at the time of transfer. If the District takes delivery of Yuba Transfer Water it will be required to make a payment to Reclamation based on an estimated cost, which will subsequently be trued-up when actual costs are known.

The General Manager has also previously executed a letter of agreement and will submit a deposit of \$5,000 for this work. The rates imposed by Reclamation vary depending on whether the water is pumped at SWP or CVP facilities and whether the District classifies the transfer water as agricultural or municipal and industrial. The maximum Reclamation fee in 2026 is \$29.65 per AF. DWR assesses wheeling fees if the transfer water is conveyed through SWP facilities. The 2026 DWR wheeling rate is \$111.23 per AF. If the transfer water is pumped at CVP facilities the normal SLDMWA O&M rate applies, which is \$35.25 per AF in 2026.

Funding Source/ Recap: N/A

Materials included:

1. Zone 6 Water Supply and Operations Committee Recommendation
2. Draft Resolution
3. Warren Act Contract
4. Power Letter of Agreement
5. Letter of Agreement

Recommendation:

Staff recommends the Board approve a Resolution Authorizing the Board President to Execute the Temporary Contract Between the United States and San Benito County Water District Providing for Storage and/or Conveyance of Non-Project Water and the Power Letter of Agreement 26-WC-20-6448 for the Replacement of Central Valley Project Electrical Power and Fees Incurred for the Conveyance of Non-Project Water.

Action Required: X 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: July 14, 20206

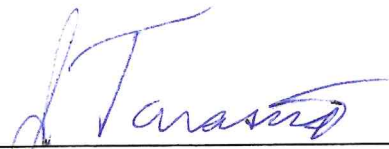
TO: Board of Directors

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

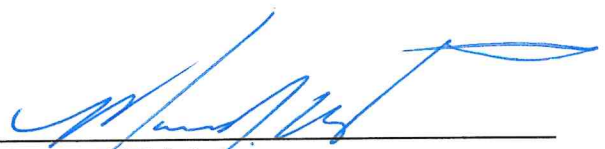
SUBJECT: Committee Recommending the Board Approve a Resolution, Authorizing the Board President to Execute the Temporary Contract Between the United States and San Benito County Water District Providing for Storage and/or Conveyance of Non-Project Water

The Zone 6 Water Supply and Operations Committee met on July 14, 2026, and staff reviewed the draft resolution and Warren Act Contract which is a Temporary Contract Between the United States and San Benito County Water District Providing for Storage and/or Conveyance of Non-Project Water.

The Zone 6 Water Supply and Operations Committee is recommending the Board Approve a Resolution, Authorizing the Board President to Execute the Temporary Contract Between the United States and San Benito County Water District Providing for Storage and/or Conveyance of Non-Project Water



Director Tonascia



Director Wright

RESOLUTION NO. 2026-19

**RESOLUTION OF THE BOARD OF DIRECTORS
OF SAN BENITO COUNTY WATER DISTRICT
AUTHORIZING THE EXECUTION OF A WARREN ACT CONTRACT
WITH THE UNITED STATES BUREAU OF RECLAMATION FOR
CONVEYANCE/STORAGE OF NON-PROJECT WATER AND THE POWER
LETTER OF AGREEMENT 26-WC-20-6448 FOR THE REPLACEMENT OF
CENTRAL VALLEY PROJECT ELECTRICAL POWER AND FEES INCURRED
FOR THE CONVEYANCE OF NON-PROJECT WATER**

WHEREAS, the United States Bureau of Reclamation ("Reclamation") owns and operates the Central Valley Project, including associated reservoirs and conveyance facilities; and

WHEREAS, the San Benito County Water District ("District") has access to/owns non-project water ("Non-Project Water") that it desires to put to beneficial use within the District's service area; and

WHEREAS, the District authorized the General Manager to Execute the San Luis & Delta-Mendota Water Authority Yuba Transfers 2026-2050 Activity Agreement on May 28, 2025; and

WHEREAS, the Warren Act (Act of February 21, 1911, 36 Stat. 925) authorizes the Secretary of the Interior to enter into contracts for the use of excess capacity in federal irrigation canals and reservoirs for the storage and carriage of non-project water; and

WHEREAS, the District and Reclamation have negotiated a Warren Act Contract 26-WC-20-6402 that sets forth the terms, conditions, and charges for the conveyance/storage of the District's Non-Project Water; and

WHEREAS, Non-Project Water delivered to the District under the Warren Act Contract is not eligible for the use of Project Use Power from the Central Valley Project, and

WHEREAS, the District and Reclamation have negotiated a Power Letter of Agreement (26-WC-20-6448) for the replacement of Project Use Power, and

WHEREAS, the Board of Directors of the District has reviewed the proposed Warren Act Contract and Power Letter of Agreement and determined that it is in the best interest of the District and its water users to enter into these agreements.

NOW, THEREFORE, BE IT RESOLVED, FOUND, AND ORDERED by the Board of Directors of the San Benito County Water District as follows:

1. Recitals: The foregoing recitals are true and correct and incorporated herein by this reference.
2. Approval of Contract: The proposed Warren Act Contract between the San Benito County Water District and the United States Bureau of Reclamation is hereby approved in substantially the form presented to this Board of Directors.
3. Approval of Contract: The proposed Power Letter of Agreement between the San Benito County Water District and the United States Bureau of Reclamation is hereby approved in substantially the for presented to this Board of Directors.
4. Authorization to Execute: The Board President is hereby authorized and directed to execute and sign the final Warren Act Contract and Power Letter of Agreement on behalf of the District, with such non-substantive changes as may be approved by the General Manager.
5. Implementation: District staff and legal counsel are hereby authorized and directed to take all actions and execute any supplementary documents necessary to implement the Contract and facilitate the water deliveries.
6. Effective Date: This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 29th day of July 2026, by the following vote:

AYES: DIRECTORS

NOES: DIRECTORS

ABSENT: DIRECTORS

ABSTAIN: DIRECTORS

Signature of presiding Board member
Attested by Board Secretary
Resolution # 2026-19)

Mark Wright
President

ATTEST: _____

Barbara L. Mauro
Board Secretary

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
San Felipe Division and San Luis Unit, Central Valley Project, California

TEMPORARY CONTRACT BETWEEN THE UNITED STATES
AND
SAN BENITO COUNTY WATER DISTRICT
PROVIDING FOR STORAGE AND/OR CONVEYANCE OF NON-PROJECT WATER

Table of Contents

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble	1
	Explanatory Recitals	1
1	Definitions.....	3
2	Term of Contract.....	6
3	Introduction, Storage, and/or Conveyance, and Delivery of Non-Project Water	6
4	Measurement of Non-Project Water	11
5	Operation and Maintenance by Operating Non-Federal Entity	12
6	Payments and Adjustments	13
7	Excess Capacity	15
8	Acreage Limitation Provisions	16
9	Receipt and Distribution of Non-Project Water – Sale, Transfer, or Exchange of Non-Project Water	16
10	United States Not Liable	17
11	Charges for Delinquent Payments	18
12	General Obligation – Benefits Conditioned Upon Payment.....	19
13	Notices	19
14	Contingent Upon Appropriations or Allotment of Funds	19
15	Officials Not to Benefit.....	19
16	Changes in Contractor’s Organization.....	19
17	Assignment Limited – Successors and Assigns Obligated	20
18	Books, Records, and Reports	20
19	Compliance with Federal Reclamation Laws	20
20	Protection of Water and Air Quality	21
21	Water Conservation	22
22	Compliance with Civil Rights Laws and Regulations	22

Table of Contents – continued

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
23	Medium for Transmitting Payments	23
24	Severability	23
25	Contract Drafting Considerations	24
26	Incorporation of Exhibits	24
	Signature Page	25
	Exhibit A – Contractor’s Boundary Map	
	Exhibit B – Storage and Conveyance Rates	
	Exhibit C – Source(s) of Contractor’s Non-Project Water	
	Exhibit D – SLDMWA Yuba Transfers 2026-2050 Activity Agreement	

1 UNITED STATES
2 DEPARTMENT OF THE INTERIOR
3 BUREAU OF RECLAMATION
4 San Felipe Division and San Luis Unit, Central Valley Project, California

5 TEMPORARY CONTRACT BETWEEN THE UNITED STATES
6 AND
7 SAN BENITO COUNTY WATER DISTRICT
8 PROVIDING FOR STORAGE AND/OR CONVEYANCE OF NON-PROJECT WATER

9 THIS CONTRACT, made this _____ day of _____, 20____, pursuant
10 to the Act of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto,
11 including the Act of February 21, 1911 (36 Stat. 925), Section 14 of the Reclamation Project Act
12 of August 4, 1939 (53 Stat. 1187), and Section 305 of the Reclamation States Emergency
13 Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59), all collectively hereinafter
14 referred to as the Federal Reclamation laws, between the UNITED STATES OF AMERICA,
15 hereinafter referred to as the United States, represented by the officer executing this Contract,
16 hereinafter referred to as the Contracting Officer, and SAN BENITO COUNTY WATER
17 DISTRICT, hereinafter referred to as the Contractor, individually referred to as “Party” and
18 collectively referred to as “Parties”;

19 WITNESSETH, That:

20 EXPLANATORY RECITALS

21 [1st] WHEREAS, the United States has constructed and is operating the Central Valley
22 Project, California, for diversion, storage, carriage, distribution and beneficial use, for flood
23 control, irrigation, municipal, domestic, industrial, fish and wildlife mitigation, protection and
24 restoration, generation and distribution of electric energy, salinity control, navigation and other

beneficial uses, of waters of the Sacramento River, the American River, the Trinity River, and the San Joaquin River and their tributaries; and

[2nd] WHEREAS, the Contractor asserts a right to a Non-Project Water supply as described in Exhibit C, for Irrigation and Municipal and Industrial (M&I) purposes and has requested the United States store and/or convey said Non-Project Water through Excess Capacity in the Jones Pumping Plant, Delta-Mendota Canal, Delta-Mendota-California Aqueduct Intertie, O'Neill Forebay, O'Neill Pump-Generating Facility, Pacheco Tunnel and Pumping Plant, San Luis Reservoir and associated facilities, features of the Delta Division, San Felipe Division and San Luis Unit, Central Valley Project; and

[2.1] WHEREAS, the San Luis & Delta-Mendota Water Authority can purchase up to 100,000 acre-feet annually of said Non-Project Water from the State of California, Department of Water Resources (DWR), on behalf of its participating members¹, in accordance with the March 5, 2026, "Agreement for the Supply and Conveyance of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources and the San Luis & Delta-Mendota Water Authority" (2026 DWR-SLDMWA Agreement) which expires December 31, 2050, and the Yuba River water can be made available to the Contractor in the O'Neill Forebay during the months of July through November; and

[3rd] WHEREAS, the United States is willing to store and/or convey said Non-Project Water for the Contractor through Excess Capacity in said Project Facilities in accordance with

¹ Participating members as referenced in the *Agreement for the Supply and Conveyance of Water Resources of the State of California Under the Dry Year Water Purchase Program Between the Department of Water Resources and the San Luis & Delta-Mendota Water Authority* and the *San Luis & Delta-Mendota Water Authority Yuba Transfers 2026-2050 Activity Agreement* are Byron Bethany Irrigation District, Del Puerto Water District, Eagle Field Water District, Mercy Springs Water District, Pacheco Water District, Panoche Water District, Patterson Irrigation District, San Benito County Water District, San Luis Water District, Santa Clara Valley Water District, Westlands Water District and West Stanislaus Irrigation District.

existing State Water Board Order WR 2026-001 and the terms and conditions hereinafter stated;
and

[4th] WHEREAS, the environmental compliance requirements for the execution of this
Contract have been met by Categorical Exclusion Checklist (CE) entitled San Luis & Delta-
Mendota Water Authority Warren Act for Yuba Accord Water, CGB-ED-2026-080 dated June
17, 2026.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties
agree as follows:

DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly
incompatible with the intent of the Parties as expressed in this Contract, the term:

(a) “Calendar Year” shall mean the period January 1 through December 31,
both dates inclusive;

(b) “Contracting Officer” shall mean the Secretary of the Interior’s duly
authorized representative acting pursuant to this Contract or applicable Reclamation law or
regulation;

(c) “Contractor’s Boundaries” shall mean the geographic area within which
the Contractor is authorized to serve Non-Project Water as set forth on Exhibit A, which may be
modified in accordance with Article 16, without amendment of this Contract;

(d) “Eligible Lands” shall mean all lands to which Irrigation Water may be
delivered in accordance with Section 204 of the RRA;

(e) “Excess Capacity” shall mean capacity in the Project Facilities in excess of that needed to meet the Project’s authorized purposes, as determined solely by the Contracting Officer, which may be made available to convey and deliver Non-Project Water;

(f) “Full-Cost Lands” shall mean landholdings described in Sections 205(a)(3) and 202(3) of the RRA;

(g) “Incremental Fee” shall mean the fee, as set forth in Exhibit B, to be paid to the United States pursuant to the acreage limitation provisions of the Federal Reclamation laws for Non-Project Water conveyed through Project Facilities that will be used to irrigate Ineligible Lands;

(h) “Ineligible Lands” shall mean all lands to which Irrigation Water may not be delivered in accordance with Section 204 of the RRA;

(i) “Irrigation Water” shall mean Non-Project Water used to irrigate land primarily for the production of commercial agricultural crops or livestock, and domestic and other uses that are incidental thereto.

(j) “Municipal and Industrial (M&I) Water” shall mean Non-Project Water used for municipal, industrial, and miscellaneous other purposes not falling under the definition of “Irrigation Water” or within another category of water use under an applicable Federal authority;

(k) “Non-Project Water” shall mean water acquired by or available to the Contractor from the source(s) identified in Exhibit C that has not been appropriated or acquired by the United States;

(l) “Operating Non-Federal Entity (ONFE)” shall mean the San Luis & Delta-Mendota Water Authority, its successors or assigns, a non-Federal entity that has the obligation pursuant to a separate agreement with the United States to operate and maintain all or a portion of the Project Facilities, and which may have funding obligations with respect thereto;

90 (m) “Project” shall mean the Central Valley Project, owned by the United
91 States and managed by the Department of the Interior, Bureau of Reclamation;

92 (n) “Project Facilities” shall mean the Jones Pumping Plant, Delta-Mendota
93 Canal, Delta-Mendota-California Aqueduct Intertie, O’Neill Forebay, O’Neill Pump-Generating
94 Facility, Pacheco Tunnel and Pumping Plant, San Luis Reservoir and associated facilities,
95 constructed as features of the Delta Division and San Luis Unit and San Felipe Division, Central
96 Valley Project;

97 (o) “Project Use Power” is that electrical energy, and its associated ancillary
98 service components, required to provide the full electrical service needed to operate and maintain
99 Project Facilities, and to provide electric service for Project purposes and loads in conformance
100 with the Reclamation Project authorization. Project Use Power is not available to pump
101 Non-Project Water, to operate pumps that were not built as Federal facilities as part of the
102 Project, to pump Project Water outside the authorized service area, or provide for on-farm uses;

103 (p) “Project Water” shall mean all water that is developed, diverted, stored, or
104 delivered by the Secretary in accordance with the statutes authorizing the Project and in
105 accordance with the terms and conditions of water rights acquired pursuant to California law;

106 (q) “Rates” shall mean the amount to be paid to the United States by the
107 Contractor, as set forth in Exhibit B, for the use of Excess Capacity in the Project Facilities made
108 available pursuant to this Contract;

109 (r) “RRA” shall mean the Reclamation Reform Act of October 12, 1982
110 (96 Stat. 1263), as amended;

(s) "Secretary" shall mean the Secretary of the Interior, a duly appointed successor, or an authorized representative acting pursuant to any authority of the Secretary and through any agency of the Department of the Interior; and

(t) "Year" shall mean the period from and including March 1 of the Calendar Year through the last day of February of the following Calendar Year.

TERM OF CONTRACT

2. This Contract shall become effective on the date hereinabove written and shall remain in effect through February 28, 2031; *Provided*, That upon written notice to the Contractor, this Contract may be terminated by the Contracting Officer at an earlier date, if the Contracting Officer determines that the Contractor has not been complying with one or more terms or conditions of this Contract.

INTRODUCTION, STORAGE, AND/OR CONVEYANCE, AND DELIVERY
OF NON-PROJECT WATER

3. (a) During the term of this Contract, the Contractor may introduce up to 2,060 acre-feet each Year of Non-Project Water from the source(s) identified in Exhibit C into the Project Facilities of the San Luis Reservoir in accordance with the 2026 DWR-SLDMWA Agreement and/or additional points identified on Exhibit C. This quantity may be increased in accordance with the San Luis & Delta-Mendota Water Authority Yuba Transfers 2026-2050 Activity Agreement; *Provided*, That the volume of water conveyed in any combination by the participating members shall not exceed 100,000 acre-feet cumulatively as analyzed in CGB-ED-2026-080 entitled "San Luis & Delta-Mendota Water Authority Warren Act for Yuba Accord Water." The United States or the designated Operating Non-Federal Entity shall store and/or convey Non-Project Water through Excess Capacity in the Project Facilities from said point(s) of introduction for delivery to the Contractor at authorized point(s) of delivery on the Delta-

Mendota Canal identified in Exhibit C or other location(s) mutually agreed to in writing by the Contracting Officer and the Contractor, in accordance with an approved schedule submitted by the Contractor pursuant to subdivision (d) of this Article; Provided, That the quantity of Non-Project Water to be delivered to the Contractor from Project Facilities shall not exceed the quantity of Non-Project Water previously introduced into the Project Facilities by DWR at said point(s) of introduction, less applicable carriage and conveyance losses as determined by DWR per the 2026 DWR-SLDMWA Agreement and 5% conveyance loss for Non-Project Water conveyed in Project Facilities. The introduction, delivery and storage of Non-Project Water into Project Facilities must be consistent with State Water Board Order WR 2026-001, and subject to Contracting Officer approval.

(1) In the event the quantity of water delivered to the Contractor exceeds the quantity of Non-Project Water authorized pursuant to subdivision (a) of this Article, the Contractor shall immediately take all reasonable actions to make available a like amount of water, plus conveyance loss, into the Project Facilities for use by the United States for Project purposes. The provisions of this subdivision are not exclusive and shall not prohibit the United States from exercising any other remedy under existing law, including the early termination of this Contract pursuant to Article 2 of this Contract.

(b) Exhibit C may be modified or replaced by mutual agreement of the Contractor and the Contracting Officer to reflect changes to the source(s) of Non-Project Water without amendment of this Contract; Provided, however, That no such modification or replacement shall be approved by the Contracting Officer absent the completion of all appropriate environmental documentation, including but not limited to documents prepared

pursuant to the National Environmental Policy Act of 1969 (NEPA) and the Endangered Species Act of 1973 (ESA), as amended.

(c) All Non-Project Water stored, conveyed and delivered to the Contractor pursuant to this Contract shall be used for Irrigation and M&I purposes.

(d) Prior to the introduction of Non-Project Water into the Project Facilities, the Contractor shall submit a schedule to the Contracting Officer and the designated Operating Non-Federal Entity showing the quantities of Non-Project Water to be introduced into the Project Facilities, and the desired time or times for delivery of said Non-Project Water; Provided, That the Contractor is not required to initially schedule delivery of the maximum quantity of Non-Project Water for which the Contractor desires conveyance during the term of this Contract. The initial schedule and any revision(s) thereof shall be in a form acceptable to the Contracting Officer and shall be submitted at such times and in such manner as determined by the Contracting Officer. The Contractor shall not introduce Non-Project Water into the Project Facilities unless and until the schedule and any revision(s) thereof have been approved by the Contracting Officer.

(e) All Non-Project Water remaining in the Project Facilities at the end of the Year, shall incur annually, the appropriate Rates, costs, and/or fees pursuant to Exhibit B of this Contract, which shall be updated Annually.

(1) All Non-Project Water introduced, but not taken directly by the Contractor within 30 days is deemed to be stored in Project Facilities. Any stored Non-Project Water requested by the Contractor and not taken directly by the Contractor within 30 days after such release or conveyance shall be deemed to be unused water relinquished to the United States for Project purposes. Further, all Non-Project Water made available for delivery to the

Contractor from Project Facilities and not accepted by the Contractor shall be deemed to be unused water relinquished to the United States for Project purposes.

(2) All Non-Project Water remaining in Project Facilities at Contract termination shall be deemed to be unused water relinquished to the United States for Project purposes unless the Contractor has requested, in writing, a subsequent contract instrument at least 90 days prior to termination of this Contract.

(3) In the event that the Federal share of San Luis Reservoir fills and capacity is no longer available for the Non-Project Water, the Non-Project Water in the Federal share of San Luis Reservoir shall be deemed to be the first water spilled, in accordance with the then-current Rescheduling Guidelines; Provided, That the Contracting Officer will, to the extent possible, inform the Contractor, in writing, or otherwise, of any impending spill from the Federal share of San Luis Reservoir.

(f) Unless otherwise agreed to in writing by the Contracting Officer, the Non-Project Water shall be introduced into and delivered to the Contractor through existing Project Facilities. If temporary inflow or delivery facilities are required to effectuate the introduction of Non-Project Water into the Project Facilities or the delivery of the Non-Project Water to the Contractor from the Project Facilities, the Contractor shall, at its own cost and expense obtain all appropriate environmental documents, necessary rights-of-way for such facilities, including the appropriate right of-use agreement(s) or other authorizations issued by the United States for any such facilities located on right-of-way for existing Project Facilities. The Contractor, at its own cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing, replacing, and removing said inflow and delivery facilities. The Contractor hereby grants to the

Contracting Officer and the Operating Non-Federal Entity access, for the purpose of this Contract, to all temporary inflow and delivery facilities installed by the Contractor.

(g) The introduction, storage, and/or conveyance, and delivery of Non-Project Water pursuant to this Contract will not be supported with Project Use Power. If electrical power is required to convey or pump the Non-Project Water into, through or from the Project Facilities, the Contractor shall: (i) be responsible for the acquisition and payment of all electrical power and associated transmission service charges, and provide a copy of a power contract and copies of payment documents to the Contracting Officer as evidence that such electrical power has been contracted and paid for prior to the introduction, conveyance, and delivery of any Non-Project Water; and/or (ii) prior to the introduction, conveyance, and delivery of any Non-Project Water, enter into a letter of agreement with the United States that provides for the payment of all actual energy costs and fees incurred in the introduction, conveyance and delivery of the Non-Project Water.

(h) The Contractor shall have no rights to any benefits from incidental power generation that may result from the conveyance of the Non-Project Water through Excess Capacity in the Project Facilities authorized pursuant to this Contract.

(i) The introduction of Non-Project Water into the Project Facilities by the Contractor shall be conditioned upon compliance by the Contractor with the environmental measures described in the environmental documentation prepared in connection with the execution of this Contract and with the terms of the applicable operations procedures approved by the Contracting Officer.

MEASUREMENT OF NON-PROJECT WATER

4. (a) All Non-Project Water shall be measured and recorded at the point(s) of introduction and point(s) of delivery established pursuant to Article 3 herein with measurement devices acceptable to the Contracting Officer and the methods used to make such measurements shall be in accordance with sound engineering practices.

(b) Unless otherwise agreed to in writing by the Contracting Officer, the Contractor, at its own cost and expense, shall be responsible for providing, installing, operating, maintaining, repairing, replacing, and removing all measurement devices required under this Contract in accordance with any right of-use agreement(s) or other requisite authorization(s) issued by the United States. The Contractor shall be responsible for all costs associated with the issuance of such right-of-use agreement(s) and authorization(s).

(c) The Contractor shall maintain accurate records of the quantity of Non-Project Water, expressed in acre-feet, introduced into and delivered from Project Facilities at said authorized point(s) of introduction and delivery and shall provide such records to the Contracting Officer and the Operating Non-Federal Entity at such times and in such manner as determined by the Contracting Officer.

(d) Upon the request of either Party to this Contract, the Contracting Officer shall investigate or cause to be investigated by the Operating Non-Federal Entity, the accuracy of all measurements of Non-Project Water required by this Contract. If the investigation discloses errors in the recorded measurements, such errors shall be promptly corrected. If the investigation discloses that measurement devices are defective or inoperative, the Contracting Officer shall take any necessary actions to ensure that the responsible Party makes the appropriate adjustments, repairs, or replacements to the measurement devices. In the event the Contractor, as

the responsible Party, neglects or fails to make such adjustments, repairs, or replacements to the measurement devices within a reasonable time and to the reasonable satisfaction of the Contracting Officer, the Contracting Officer may cause such adjustments, repairs, or replacements to be made and the costs thereof shall be charged to the Contractor and the Contractor shall pay said charges to the United States immediately upon receipt of a detailed billing. For any period of time during which accurate measurements of the Non-Project Water have not been made, the Contracting Officer shall consult with the Contractor and the Operating Non-Federal Entity prior to making a determination of the quantity of Non-Project Water introduced, conveyed and delivered for that period of time and such determination by the Contracting Officer shall be final and binding on the Contractor.

OPERATION, MAINTENANCE, AND REPLACEMENT
BY OPERATING NON-FEDERAL ENTITY

5. (a) The operation, maintenance, and replacement (OM&R) of a portion of the Project Facilities to be used to introduce, convey and deliver the Non-Project Water to the Contractor, and responsibility for funding a portion of the costs of such OM&R, have been transferred from the United States to the San Luis & Delta-Mendota Water Authority, the designated Operating Non-Federal Entity, pursuant to a separate agreement, identified as Contract No. 8-07-20-X0354-X, dated January 14, 2020. That separate agreement shall not interfere with or affect the rights or obligations of the Contractor or the United States hereunder.

(b) The Contractor may pay directly to the San Luis & Delta-Mendota Water Authority, or to any successor approved by the Contracting Officer under the terms and conditions of the separate agreement described in subdivision (a) of this Article 5, all rates, charges, or assessments of any kind, including any assessment for replacement funds, that the San Luis & Delta-Mendota Water Authority or such successor determines, sets, or establishes for

the operation, maintenance, and replacement of the portion of the Project Facilities operated and maintained by the San Luis & Delta-Mendota Water Authority or such successor used to convey and deliver the Non-Project Water to the Contractor.

(c) For so long as the OM&R of any portion of the Project Facilities used to convey and deliver the Non-Project Water to the Contractor is performed by the San Luis & Delta-Mendota Water Authority, or any successor thereto, the Contracting Officer shall adjust those components of the Rates for the Non-Project Water conveyed under this Contract by deleting the costs associated with the activity being performed by the San Luis & Delta-Mendota Water Authority or its successor.

(d) In the event the United States reassumes OM&R of any portion of the Project Facilities from the Operating Non-Federal Entity, the Contracting Officer shall so notify the Contractor, in writing, and shall revise the Rates on Exhibit B to include the costs associated with the OM&R activities reassumed by the United States. The Contractor shall, thereafter, in the absence of written notification from the Contracting Officer to the contrary, pay the Rates, specified in the revised Exhibit B directly to the United States in compliance with Article 6 of this Contract.

PAYMENTS AND ADJUSTMENTS

6. (a) At the time the Contractor submits a schedule, or any revision(s) thereof pursuant to subdivision (d) of Article 3 of this Contract, the Contractor shall make an advance payment to the United States equal to the total amount payable pursuant to the applicable Rates shown on Exhibit B for each acre-foot of Non-Project Water to be introduced into the Project Facilities. Non-Project Water shall not be introduced into Project Facilities by the Contractor prior to such payment being received by the United States.

(b) In the event the quantity of water delivered to the Contractor exceeds the quantity of Non-Project Water authorized pursuant to subdivision (a) of Article 3 of this Contract, that additional amount of water shall be deemed Project Water delivered to the Contractor, and an equivalent quantity of water shall be deducted from the Contractor's Project Water supply available thereafter under that certain "Amended and Restated Contract Between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain Works of the San Felipe Division," designated Contract No. 8-07-20-W0130A-P, with an effective date of February 1, 2021, and payment shall be made at the applicable rate identified on Exhibit B to said contract. The provisions of this subdivision are not exclusive and shall not prohibit the United States from exercising any other remedy, including the early termination of this Contract pursuant to Article 2 of this Contract.

(c) The amount of any overpayment by the Contractor by reason of the quantity of Non-Project Water introduced into the Project Facilities and conveyed pursuant to this Contract, as conclusively determined by the Contracting Officer, having been less than the quantity which the Contractor otherwise under the provisions of this Contract would have been required to pay for, shall be applied first to any accrued indebtedness arising out of this Contract then due and owing to the United States by the Contractor. Any amount of such overpayment then remaining shall be refunded to the Contractor; Provided, however, That no refund shall be made by the United States to the Contractor for any quantity of Non-Project Water deemed to be unused water relinquished to the United States for Project purposes pursuant to subdivision (e) of Article 3 of this Contract.

(d) All payments made by the Contractor pursuant to subdivision (a) of this Article 6 shall be covered into the Reclamation Fund pursuant to Section 3 of the Act of February 21, 1911 (36 Stat. 925).

(e) The payment of the Rates set forth in this Article 6 for the use of Excess Capacity are exclusive of OM&R costs to be paid directly to the Operating Non-Federal Entity by the Contractor, and any additional charges that the Contractor may assess its water users. In accordance with the Act of February 21, 1911 (36 Stat. 925), the Contractor may not impose on its water users any charge for the use of Excess Capacity that exceeds the total amount paid to the United States and to the Operating Non-Federal Entity; Provided, That the Contractor may also charge its water users such additional amounts as are necessary to cover the Contractor's reasonable administrative costs in contracting with the United States for the use of Excess Capacity in the Project Facilities.

EXCESS CAPACITY

7. (a) The availability of Excess Capacity shall be determined solely by the Contracting Officer. Nothing contained in this Contract shall limit or preclude the United States from utilizing available capacity in the Project Facilities for the storage and/or conveyance of Project Water pursuant to Federal law, Reclamation law or policy, and existing contract(s); or for using Excess Capacity in the Project Facilities for the storage and/or conveyance of any other supplies of Non-Project Water.

(b) The Contracting Officer and the Operating Non-Federal Entity shall not be obligated to convey Non-Project Water during periods of maintenance or for other operating requirements.

(c) If at any time the Contracting Officer determines that there will not be Excess Capacity in the Project Facilities sufficient to allow the Non-Project Water to be introduced into, conveyed, and delivered in accordance with an approved schedule submitted by the Contractor, the Contracting Officer shall so notify the Contractor in writing. Within 24 hours of said notice, the Contractor shall revise its schedule accordingly.

(d) No provision of this Contract shall be construed in any way as a basis for the Contractor to establish a priority to or a permanent right to the use of Excess Capacity in the Project Facilities nor to set a precedent to obligate the United States to enter into contracts with any other entities or individuals for the storage and/or conveyance of Non-Project Water.

ACREAGE LIMITATION PROVISIONS

8. (a) The Non-Project Water introduced, conveyed, and delivered pursuant to this Contract cannot be furnished to irrigate more than 160 acres of Eligible Lands owned directly or indirectly by any one person unless that person has become subject to the discretionary provisions of the RRA. The Rates for furnishing water to irrigate such Eligible Lands are identified as Irrigation Cost of Service, RRA Full Cost 202(3), and RRA Full Cost 205(a)(3) on Exhibit B.

(b) The Non-Project Water conveyed pursuant to this Contract can be furnished to Ineligible Lands only if the Contractor pays the Incremental Fee specified on Exhibit B.

RECEIPT AND DISTRIBUTION OF NON-PROJECT WATER SALE, TRANSFER, OR EXCHANGE OF NON-PROJECT WATER

9. (a) The Parties hereto acknowledge that this Contract does not grant any permission or entitlement to the Contractor to extract and/or divert Non-Project Water from the source(s) described on Exhibit C or to change the nature or place of use of its rights to said Non-

Project Water in any way. It is the responsibility of the Contractor to comply with all applicable Federal, State, and local laws, rules and regulations, including, but not limited to, State water law in relation to the Non-Project Water. It is expressly understood by the Parties that the United States is only providing storage and/or conveyance capacity for the Non-Project Water and neither the Contracting Officer nor the ONFE claims any interest in the acquisition or use of the Non-Project Water beyond the terms specifically set forth in this Contract.

(b) Neither the Contracting Officer, nor the ONFE, makes any representations as to the accuracy of the description or of the validity of the Contractor's rights to the Non-Project Water described in Exhibit C.

(c) No sale, transfer, or exchange of Non-Project Water stored and/or conveyed under this Contract may take place without the prior written approval of the Contracting Officer.

UNITED STATES NOT LIABLE

10. (a) The United States, its officers, agents and employees, including the Operating Non-Federal Entity, shall not be responsible for the control, care, or distribution of the Non-Project Water before it is introduced into or after it is delivered from the Project Facilities. It is specifically understood by the parties hereto that the United States is only providing conveyance capacity for the Non-Project Water. The United States and the ONFE does not claim any interest in the Non-Project Water beyond the terms specifically set forth in this Contract.

(b) The Contractor shall indemnify and hold harmless the United States, its officers, agents and employees, and the Operating Non-Federal Entity, from any loss or damage and from any liability on account of personal injury, death, or property damage, or claims for personal injury, death, or property damage, of any nature whatsoever arising out of any actions

or omissions of the Contractor, its directors, officers, agents, contractors, and employees, under this Contract, including the manner or method in which the Non-Project Water identified on Exhibit C is introduced into and delivered from the Project Facilities. The Contractor further releases the United States, its officers, agents and employees, and the Operating Non-Federal Entity, from every claim for injury to persons, death, or property damage, direct or indirect, resulting from the Contracting Officer's determination of the quantity of Excess Capacity available in the Project Facilities for conveyance of the Contractor's Non-Project Water, the determination that the Non-Project Water introduced into Project Facilities must be terminated, and the elimination from Exhibit C of any source(s) of Non-Project Water. Nothing contained in this Article shall be construed as an assumption of liability by the Contractor with respect to such matters.

CHARGES FOR DELINQUENT PAYMENTS

11. (a) The Contractor shall be subject to interest, administrative, and penalty charges on delinquent payments. If a payment is not received by the due date, the Contractor shall pay an interest charge on the delinquent payment for each day the payment is delinquent beyond the due date. If a payment becomes 60 days delinquent, the Contractor shall pay, in addition to the interest charge, an administrative charge to cover additional costs of billing and processing the delinquent payment. If a payment is delinquent 90 days or more, the Contractor shall pay, in addition to the interest and administrative charges, a penalty charge for each day the payment is delinquent beyond the due date, based on the remaining balance of the payment due at the rate of 6 percent per year. The Contractor shall also pay any fees incurred for debt collection services associated with a delinquent payment.

(b) The interest rate charged shall be the greater of either the rate prescribed quarterly in the Federal Register by the Department of the Treasury for application to overdue payments, or the interest rate of 0.5 percent per month. The interest rate charged will be determined as of the due date and remain fixed for the duration of the delinquent period.

(c) When a partial payment on a delinquent account is received, the amount received shall be applied first to the penalty charges, second to the administrative charges, third to the accrued interest, and finally to the overdue payment.

412 GENERAL OBLIGATION – BENEFITS CONDITIONED UPON PAYMENT

413 12. (a) The obligation of the Contractor to pay the United States as provided in
414 this Contract is a general obligation of the Contractor notwithstanding the manner in which the
415 obligation may be distributed among the Contractor’s water users and notwithstanding the
416 default of individual water users in their obligation to the Contractor.

417 (b) The payment of charges becoming due pursuant to this Contract is a
418 condition precedent to receiving benefits under this Contract. The United States shall not make
419 Non-Project Water available to the Contractor through Central Valley Project facilities during
420 any period in which the Contractor is in arrears in the advance payment of rates and charges due
421 the United States. The Contractor shall not deliver Non-Project Water under the terms and
422 conditions of this Contract for lands or parties that are in arrears in the advance payment of rates
423 and charges as levied or established by the Contractor.

424 NOTICES

425 13. Any notice, demand, or request authorized or required by this Contract shall be
426 deemed to have been given, on behalf of the Contractor, when mailed, postage prepaid, or
427 delivered to Bureau of Reclamation, Area Manager, South-Central California Area Office, 1243
428 N Street, Fresno, California 93721, and on behalf of the United States, when mailed, postage
429 prepaid, or delivered to the Board of Directors of the Contractor, 30 Mansfield Rd, Hollister,
430 California 95023. The designation of the addressee or the address may be changed by notice
431 given in the same manner as provided in this Article for other notices.

432 CONTINGENT UPON APPROPRIATION OR ALLOTMENT OF FUNDS

433 14. The expenditure or advance of any money or the performance of any obligation of
434 the United States under this Contract shall be contingent upon appropriation or allotment of
435 funds. Absence of appropriation or allotment of funds shall not relieve the Contractor from any
436 obligations under this Contract. No liability shall accrue to the United States in case funds are
437 not appropriated or allotted.

438 OFFICIALS NOT TO BENEFIT

439 15. No Member of or Delegate to the Congress, Resident Commissioner, or official of
440 the Contractor shall benefit from this Contract other than as a water user or landowner in the
441 same manner as other water users or landowners.

442 CHANGES IN CONTRACTOR’S ORGANIZATION

443 16. While this Contract is in effect, no change may be made in the Contractor’s
444 organization, by inclusion or exclusion of lands or by any other changes which may affect the
445 respective rights, obligations, privileges, and duties of either the United States or the Contractor
446 under this Contract including, but not limited to, dissolution, consolidation, or merger, except
447 upon the Contracting Officer’s written consent.

ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED

17. The provisions of this Contract shall apply to and bind the successors and assigns of the parties hereto, but no assignment or transfer of this Contract or any right or interest therein by either party shall be valid until approved in writing by the other party.

BOOKS, RECORDS, AND REPORTS

18. The Contractor shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Contract, including the Contractor's financial transactions; water supply data; Project operation, maintenance, and replacement logs; Project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each party to this Contract shall have the right during office hours to examine and make copies of the other party's books and records relating to matters covered by this Contract.

COMPLIANCE WITH FEDERAL RECLAMATION LAWS

19. The parties agree that the delivery of irrigation water or use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, including but not limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa, *et seq.*), as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

RULES, REGULATIONS, AND DETERMINATIONS

(a) The parties agree that the delivery of water or the use of Federal facilities pursuant to this Contract is subject to Federal reclamation law, as amended and supplemented, and the rules and regulations promulgated by the Secretary of the Interior under Federal reclamation law.

(b) The Contracting Officer shall have the right to make determinations necessary to administer this Contract that are consistent with its expressed and implied provisions, the laws of the United States and the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Contractor.

COMPLIANCE WITH SMALL RECLAMATION PROJECT LAWS

The parties agree that lands and irrigation-water users benefited through the use of funds furnished under this Contract are subject to the Small Reclamation Projects Act, as amended and supplemented.

PROTECTION OF WATER AND AIR QUALITY

20. (a) The Contractor, without expense to the United States, will care for, operate and maintain the transferred works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer.

(b) The United States will care for, operate and maintain reserved works in a manner that preserves the quality of the water at the highest feasible level as determined by the Contracting Officer. The United States does not warrant the quality of the Non-Project Water delivered to the Contractor and is under no obligation to furnish or construct water treatment facilities to maintain or improve the quality of the Non-Project Water delivered to the Contractor.

(c) The Contractor will comply with all applicable water and air pollution laws and regulations of the United States and the State of California; and will obtain all required permits or licenses from the appropriate Federal, State, or local authorities necessary for the delivery of Non-Project Water by the Contractor; and will be responsible for compliance with all Federal, State, and local water quality standards applicable to surface and subsurface drainage and/or discharges generated through the use of Project Facilities or Contractor facilities or Non-Project Water provided by the Contractor within the Contractor's Boundaries.

(d) This Article 20 will not affect or alter any legal obligations of the Secretary to provide drainage or other discharge services.

(e) The Non-Project Water introduced into the Project Facilities shall be of such quality, as determined solely by the Contracting Officer, as to not significantly degrade the quality of the Project Water. If it is determined by the Contracting Officer that the quality of the Non-Project Water from any source(s) identified in Exhibit C will significantly degrade the quality of Project Water in or introduced into the Project Facilities, the Contractor shall, upon receipt of a written notice from the Contracting Officer, arrange for the immediate termination of the introduction of Non-Project Water from such sources(s) into the Project Facilities, and Exhibit C shall be modified to delete such sources(s) of Non-Project Water.

(f) At all times during the term of this Contract, the Contractor shall be in compliance with the requirements of the then-current Quality Assurance Project Plan (Plan) prepared by the Contracting Officer to monitor Non-Project Water introduced into and conveyed

through the Project Facilities. The Plan describes the sample collection procedures, water testing methods, and data review process, including quality control/quality assurance protocols, to verify analytical results.

(g) The Contracting Officer reserves the right to require additional analyses to ensure the Non-Project Water meets the Bureau of Reclamation's water quality acceptance criteria.

WATER CONSERVATION

21. (a) Prior to the delivery of water provided from or conveyed through federally constructed or federally financed facilities pursuant to this Contract, the Contractor shall develop a water conservation plan, as required by subsection 210(b) of the Reclamation Reform Act of 1982 and 43 C.F.R. 427.1 (Water Conservation Rules and Regulations).

(b) The parties hereto acknowledge and agree that pursuant to Contract No. 8-07-20-W130A-P, "Amended and Restated Contract Between the United States and San Benito County Water District for Water Service, Facilities Repayment, and for Operation and Maintenance of Certain Works of the San Felipe," with an effective date of February 1, 2021, the Contractor has implemented an effective water conservation plan/program that has been approved by the Contracting Officer. Said water conservation plan/program shall be deemed to meet the requirements of subdivision (a) of this Article 21; *Provided*, That the Contractor, prior to execution of this Contract, documents to the satisfaction of the Contracting Officer that the quantity of Non-Project Water to be conveyed pursuant to this Contract has been included in its approved water conservation plan/program and that all Non-Project Water conveyed pursuant to this Contract shall be subject to the same water conservation requirements as the Project Water under Contract No. 8-07-20-W0130A-P.

COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

22 (a) The Contractor shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as

amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), [Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.)] [Title III of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12181, et seq.)], and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

(b) These statutes prohibit any person in the United States from being excluded from participation in, being denied the benefits of, or being otherwise subjected to discrimination under any program or activity receiving financial assistance from the Bureau of Reclamation on the grounds of race, color, national origin, disability, or age. By executing this contract, the Contractor agrees to immediately take any measures necessary to implement this obligation, including permitting officials of the United States to inspect premises, programs, and documents.

(c) The Contractor makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal financial assistance extended after the date hereof to the Contractor by the Bureau of Reclamation, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Contractor recognizes and agrees that such Federal assistance will be extended in reliance on the representations and agreements made in this article and that the United States reserves the right to seek judicial enforcement thereof.

(d) Complaints of discrimination against the Contractor shall be investigated by the Contracting Officer's Office of Civil Rights.

MEDIUM FOR TRANSMITTING PAYMENTS

23. (a) All payments from the Contractor to the United States under this Contract shall be by the medium requested by the United States on or before the date payment is due. The required method of payment may include checks, wire transfers, or other types of payment specified by the United States.

(b) Upon execution of this Contract, the Contractor shall furnish the Contracting Officer with the Contractor's taxpayer's identification number (TIN). The purpose for requiring the Contractor's TIN is for collecting and reporting any delinquent amounts arising out of the Contractor's relationship with the United States.

SEVERABILITY

24. In the event that any one or more of the provisions contained herein is, for any reason, held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Contract, but this Contract is to be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as

576 to cause the fundamental benefits afforded the Parties by this Contract to become unavailable or
577 materially altered.

578 COMPLIANCE WITH LEGAL REQUIREMENTS

579 The contractor shall comply with all applicable Federal, State, and local laws, executive
580 orders, rules and regulations applicable to its performance under this contract.

581 CONTRACT DRAFTING CONSIDERATIONS

582 25. This Contract has been negotiated and reviewed by the parties hereto, each of
583 whom is sophisticated in the matters to which this Contract pertains. The double-spaced articles
584 of this Contract have been drafted, negotiated, and reviewed by the parties, and no one party
585 shall be considered to have drafted the stated articles. Single-spaced articles are standard articles
586 pursuant to Reclamation policy.

587 INCORPORATION OF EXHIBITS

588 26. Exhibits A through D are attached hereto and incorporated herein by reference.

589 IN WITNESS WHEREOF, the parties hereto have executed this Contract as of
590 the day and year first above written.

591 UNITED STATES OF AMERICA

592 By: _____
593 Rain Emerson
594 Acting Area Manager
595 South-Central California Area Office
596 California-Great Basin Region
597 Bureau of Reclamation

598 SAN BENITO COUNTY WATER DISTRICT
599 (SEAL)

600 By: _____
601 President of the Board of Directors

602 Attest:

603 By: _____
604 Secretary of the Board of Directors
|

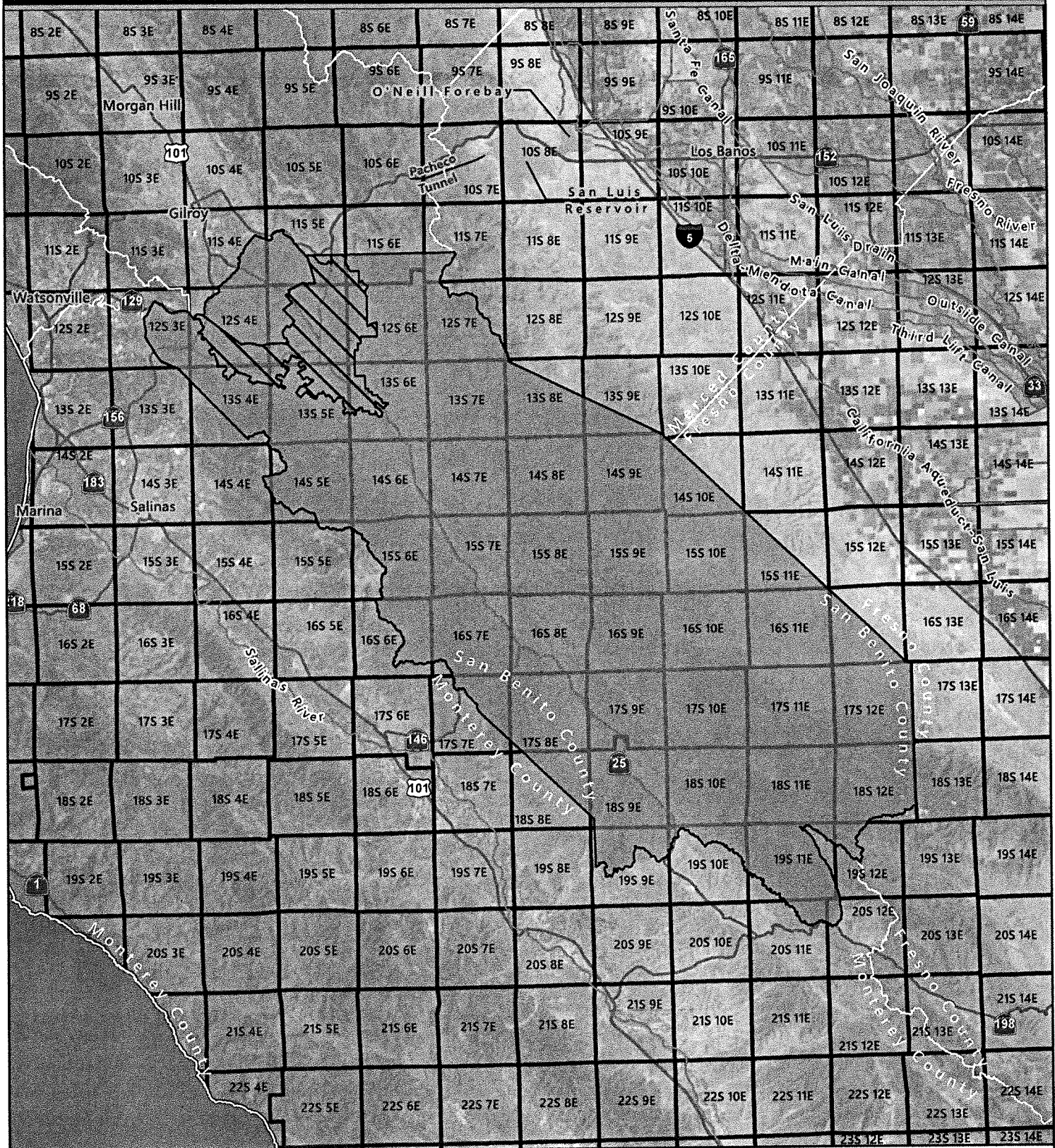


BUREAU OF
RECLAMATION

SAN BENITO COUNTY WATER DISTRICT

Contract No. 26-WC-20-6402

Exhibit A



- Contractor's Service Area
- District Boundary

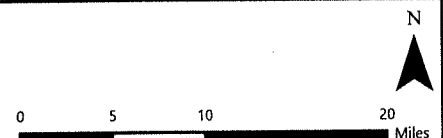


EXHIBIT B
SAN BENITO COUNTY WATER DISTRICT
2026 RATES & CHARGES
STORAGE AND CONVEYANCE RATES
(Per Acre-Foot)

Cost Component	Current Year											
	Irrigation Cost of Service (1) Water Pumped at Banks PP			Incremental Fee (3) Water Pumped at Banks PP			Incremental Fee (4) Water Pumped at Jones PP			M&I Cost of Service (5) Water Pumped at Banks PP		
	Conveyance	Storage	Conveyance	Conveyance	Storage	Conveyance	Conveyance	Storage	Conveyance	Conveyance	Storage	Conveyance
O&M Charge	\$3.53	N/A	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Conveyance O&M (5)	N/A	N/A	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Conveyance O&M Sub-Total:	\$3.53	\$0.00	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Other Costs	N/A	N/A	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Conveyance Construction (6)	N/A	N/A	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Conveyance Construction Sub-Total:	\$0.00	\$0.00	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Total Water Marketing and Conveyance:	\$3.53	\$0.00	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
O'Neill	N/A	N/A	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Des Amigos	N/A	N/A	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Jones	N/A	N/A	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Conveyance Pumping Construction Sub-Total:	\$0.00	\$0.00	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Storage O&M	N/A	\$11.13	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Storage Construction	N/A	\$1.12	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Storage Folsom SOD	N/A	\$0.37	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Storage Sub-Total:	\$0.00	\$12.62	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD
Total Conveyance and Storage:	\$3.53	\$12.62	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD	San Felipe Unit - Storage to Santa Clara Valley WD

EXPLANATORY NOTES

- (1) The Irrigation Cost of Service Rate is applicable to Eligible Lands that are entitled to receive Irrigation Water at other than a Full-Cost Rate. The Contractor has converted their main water service contract under WIIN Act. Full Cost rates will be generated if needed.
The RRA Section 202(3) Full Cost Rate is applicable to a Limited Recipient (as that term is defined in Section 202 of the RRA) receiving Irrigation Water on or before October 1, 1981. The Contractor has converted their main water service contract under WIIN Act. Full Cost rates will be generated if needed.
- (2) The Incremental Fee is applicable to Ineligible Lands pursuant to subdivision (b) of Article 9 of this Contract. (Incremental Fee requirements for Ineligible Lands are set forth in 43 CFR 426.15).
- (3) The M&I Cost of Service Rate is applicable to Non-Project Water delivered for municipal and industrial purposes. See definition of "Municipal and Industrial Water" in subdivision (j) of Article 1 of this Contract.
- (4) 3(c) rate - Storage O&M plus Storage Construction. All Non-Project Water remaining in the Project Facilities at the end of a Year, shall incur annually, the appropriate Rates, costs, and/or fees pursuant to Exhibit "B" of this Contract.
- (5) Conveyance operation and maintenance costs were removed for ratesetting purposes and are billed directly by the Operating Non-Federal Entity.
- (6) Authorities shall charge replacement components and retain those revenues for future xan needs except Folsom South Canal
Additional details of rate components are available on the Internet at
<http://www.usbr.gov/mp/cvp/waterrates/ratebooks/index.html>.

EXHIBIT C

SOURCE(S) OF CONTRACTOR'S NON-PROJECT WATER SAN BENITO COUNTY WATER DISTRICT

The source of the Contractor's Non-Project Water Supply, commonly known as "Yuba Accord Water," is described herein below:

The Yuba Accord Water (Non-Project Water) is being made available by the re-operation of the Bullard's Bar Reservoir (Yuba County Water Agency's primary storage facility on the Yuba River) and/or by groundwater substitution.

The San Luis & Delta-Mendota Water Authority, in accordance with the "Agreement for the Supply and Conveyance of Water by the Department of Water Resources of the State of California under the Dry Year Water Purchase Program Between the Department of Water Resources and the San Luis & Delta-Mendota Water Authority" dated March 5, 2026, purchases up to 100,000 acre-feet (AF) each year from the State of California, Department of Water Resources (DWR). From July 1, through November 30, the 100,000 AF of purchased water is distributed amongst participating members within the "San Luis & Delta-Mendota Water Authority Yuba Transfers 2026-2050 Activity Agreement." When water is pumped by DWR, at the State Water Project Banks Pumping Plant it will be made available at O'Neill Forebay, a DWR-Reclamation joint-use facility. This water will receive carriage and conveyance losses as determined by DWR and CVO.

Alternatively, Yuba Accord Water may be pumped at Jones Pumping Plant when there is excess capacity. This water will receive a 5 percent conveyance loss.

Point of Delivery: The maximum quantity of Non-Project Water made available to the Contractor is up to 2,060 AF per year less applicable carriage and conveyance losses. This quantity may be increased in accordance with the San Luis & Delta-Mendota Water Authority Yuba Transfers 2026-2050 Activity Agreement; provided, that the volume of water conveyed in any combination by the participating contractors shall not exceed 100,000 acre-feet cumulatively. The Non-Project Water will be stored in Federal facilities and/or conveyed to the Contractor to existing points of delivery at the headwords of the San Benito Facilities in accordance with an approved schedule by the Contracting Officer:

Temporary Warren Act Contract – Year 2026 - 2031
Irrigation and M&I
Contract No. 26-WC-20-6402

EXHIBIT D

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
YUBA TRANSFERS 2026-2050 ACTIVITY AGREEMENT
SAN BENITO COUNTY WATER DISTRICT**

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
YUBA TRANSFERS 2026-2050
ACTIVITY AGREEMENT**

This Yuba Transfers 2026-2050 Activity Agreement (“**Activity Agreement**”) is made effective as of this 4 day of SEPTEMBER, 2025, by and among the San Luis & Delta-Mendota Water Authority (“**Water Authority**”), a joint powers agency of the State of California, and its members who execute this Activity Agreement (“**Activity Agreement Members**”). Capitalized terms used in this Activity Agreement will have the meanings set forth in Section 1 below.

RECITALS

A. The parties to this Activity Agreement, together with certain other local agencies, have entered into a second amended and restated Joint Exercise of Powers Agreement, dated July 8, 2024 (“**JPA Agreement**”), by and among the parties indicated therein, establishing the Water Authority for the purpose of exercising the common powers of the members, including the powers described in this Activity Agreement.

B. The Activity Agreement Members each are empowered, among other powers, to provide water service to lands within their boundaries; to contract with the United States, the State and other public agencies, mutual water companies, and other private parties for such purposes; to control the quality of water accepted into their respective systems; to transfer water and to purchase water in order to maximize the efficient, beneficial use of the water supplies available; and to adopt rules and regulations necessary to exercise such powers.

C. The Activity Agreement Members have each entered into contracts with the United States for water from the Central Valley Project (“**CVP**”) for irrigation and/or M&I purposes within their respective jurisdictional areas and receive water conveyed through the Delta-Mendota Canal, the San Luis Canal, and/or the Pacheco Pumping Plant and Tunnel.

D. Since 1992, the Activity Agreement Members in most years have received less than the full contract allocations provided for in their CVP contracts due to hydrologic conditions and/or regulatory constraints, and the Bureau of Reclamation (“**Reclamation**”) has projected continued shortages of such allocations in the future.

E. The Activity Agreement Members recognize the importance of identifying water supplies available to supplement CVP contract allocations available south of the Sacramento-San Joaquin River Delta (“**Delta**”) and the use of transfers to stabilize and better manage water supplies on a state-wide basis.

F. The Yuba River Accord is part of an effort by the Yuba Water Agency to resolve issues associated with operation of the Yuba Project in a way that protects lower Yuba River fisheries and local water supply reliability, while providing revenues for local flood control projects, water to use for protection and restoration of Delta fisheries, and improvements in state-wide water supply management.

G. The existing Yuba Accord Long-Term Water Transfer Program (“**Yuba Accord Transfer Program**”) is operated pursuant to the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources (“**Yuba-DWR Agreement**”), Fisheries Agreement (under which Yuba Water Agency operates the Yuba Project to provide higher flows in the lower Yuba River under certain conditions to improve fisheries protection and enhancement), Yuba Water Agency’s conjunctive use agreements with its member units, and Yuba Water Agency’s water transfer option agreement with Contra Costa Water District and East Bay Municipal Utility District.

H. Pursuant to the Yuba-DWR Agreement, the Department of Water Resources (“**DWR**”) purchases specified components of water for delivery to State Water Project (“**SWP**”) contractors and members of the Water Authority.

I. Consistent with and to further facilitate funding the Yuba River Accord, DWR and Yuba Water Agency have entered into several amendments to the Yuba-DWR Agreement, the most recent of which is Amendment 7, dated September 30, 2020.

J. In order to implement the purchase and sale of water acquired by DWR under the Yuba-DWR Agreement to members of the Water Authority, DWR and the Water Authority entered into that certain Agreement for the Supply and Conveyance of Water by DWR to the San Luis & Delta-Mendota Water Authority Under the Dry Year Water Purchase Program, dated December 21, 2007 (“**Dry Year Purchase Agreement**”) (see Water Authority Board of Directors (“**Board of Directors**”) Resolution No. 2007-277). DWR and the Water Authority have entered into several amendments to the Dry Year Purchase Agreement, the most recent of which is Amendment 6, dated September 30, 2020 (see Board of Directors Resolution No. 2020-470).

K. Certain members of the Water Authority were willing to participate in the benefits and incur the obligations of the Dry Year Purchase Agreement and entered into the May 15, 2008 Yuba Transfer Activity Agreement (see Board of Directors Resolution No. 2008-287).

L. After the Water Authority entered into Amendment 5 to the Dry Year Purchase Agreement, certain members of the Water Authority entered into the November 24, 2014 Yuba Transfer Activity Agreement (see Board of Directors Resolution No. 2014-386).

M. Between 2008 and 2024, Water Authority member agencies received transfer water pursuant to the Yuba Accord Transfer Program in ten years. In recent years, as in 2022, the only supplemental water available to the Water Authority members through the Water Authority was through the Yuba Accord Transfer Program.

N. The June 2007 Environmental Impact Statement for the Proposed Lower Yuba River Accord provides environmental analysis and coverage for the Yuba Accord Transfer Program through December 31, 2025.

O. The agreements that comprise the Yuba Accord Transfer Program—the Yuba-DWR Agreement through Amendment 7, conjunctive use agreements, and water transfer option agreement—all expire on December 31, 2025.

P. In order to extend the Yuba Accord Transfer Program, Yuba Water Agency filed a petition for long-term transfer with the State Water Board seeking approvals necessary to continue operation of the Yuba Accord Transfer Program through December 2050. The Board assigned the petition to the Board’s Administrative Hearing Office, and the hearing is scheduled to begin in July 2025 (“**Yuba Petition Hearing**”).

Q. Yuba Water Agency issued a Final Supplemental Environmental Impact Report for the Extension of the Yuba Accord Long-Term Water Transfer Program in September 2024 (State Clearinghouse No. 200506211) (“**SEIR**”), pursuant to the California Environmental Quality Act. The SEIR provides environmental analysis of and CEQA coverage for the Yuba Accord Transfer Program through 2050.

R. To facilitate the conveyance of the Yuba Transfer Water in Federal Facilities to the Water Authority members, the Water Authority is cooperating with Reclamation to prepare the necessary Warren Act contracts and associated environmental review documents for said contracts under the National Environmental Policy Act (“**NEPA**”).

S. For the purchase and sale of water beginning in 2026, it is anticipated that DWR and Yuba Water Agency will enter into either an Amendment 8 to the Yuba-DWR Agreement or

a short-term extension of the existing Yuba-DWR Agreement (which includes Amendments 1 through 7).

T. In order to implement the purchase and sale of water acquired by DWR under the Yuba-DWR Agreement to the Activity Agreement Members beginning in 2026, DWR and the Water Authority anticipate entering into an Amendment 7 to the Dry Year Purchase Agreement.

U. Each of the Activity Agreement Members desire to participate in the benefits and is willing to incur the obligations of the Yuba Dry Year Purchase Agreement for transfers beginning in 2026, including, but not limited to, activities related to the Yuba Petition Hearing, Warren Act contracts and associated NEPA documents, Yuba-DWR Agreement Amendment 8 or short-term extension, and Amendment 7 to the Yuba Dry Year Purchase Agreement, through the joint exercise of their common powers, including but not necessarily limited to the power to acquire water through purchase and transfer.

V. The Water Authority and each of the Activity Agreement Members have shared, and continue to have, a common interest in sharing information and resources reasonably necessary to accomplish the purpose in this Activity Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the parties agree as follows:

1. DEFINITIONS

A. “**Activity Agreement**” or “**Agreement**” shall mean this Yuba Transfer 2026-2050 Activity Agreement.

B. “**Activity Agreement Expenses**” shall mean all expenses directly incurred by the Water Authority pursuant to this Activity Agreement and any agreements executed in conjunction with this Activity Agreement, together with a share of Water Authority Operating Costs allocable to Activity Agreement Members.

C. “**Activity Agreement Member**” shall mean a member of the Water Authority who is signatory to this Activity Agreement. The Activity Agreement Members are listed on Exhibit “A” attached hereto.

D. **“Administration Agreement(s)”** shall mean those certain agreements between the Water Authority and Activity Agreement Members for the undertaking of activities and sharing of costs and benefits pursuant to Sections 22 and 23 of the JPA.

E. **“Board of Directors”** shall mean the Board of Directors of the San Luis & Delta-Mendota Water Authority.

F. **“Fiscal Year”** shall mean the Water Authority’s March 1 - February 28/29 fiscal year.

G. **“JPA Agreement”** shall mean that certain Amended and Restated Joint Exercise of Powers Agreement effective January 1, 1992, establishing the Water Authority, as it may be amended or restated over time.

H. **“Reallocation Group Participants”** shall mean those Activity Agreement Members who agree to accept the benefits and pay the obligations for Yuba Transfer Water offered for reallocation by other Activity Agreement Members in accordance with Section 9 of this Activity Agreement. Reallocation Group Participants are listed on Exhibit “B” to this Agreement; an Activity Group Member who elects to become a Reallocation Group Participant may withdraw from that role by written notice to the Water Authority and all other Reallocation Group Participants.

I. **“SEIR”** shall mean the September 2024 Final Supplemental Environmental Impact Report for the Extension of the Yuba Accord Long-Term Water Transfer Program (State Clearinghouse No. 200506211).

J. **“Transfer Water”** or **“Yuba Transfer Water”** shall mean the total amount of water to be transferred by the DWR to Water Authority Members each Year under the Yuba Dry Year Purchase Agreement beginning in 2026.

K. **“Water Authority”** shall mean the San Luis & Delta-Mendota Water Authority.

L. **“Water Authority Operating Costs”** shall mean the Water Authority’s rent and other occupancy charges, acquisition cost of office furniture and equipment, cost of cars and other vehicles, insurance premiums, salaries and wages of employees including payments in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers and other consultants, travel, telephone, telecopy and photocopy expenses and any other general administrative expenses, a share of which will be assigned to this Activity Agreement.

M. **“Year”** shall mean a calendar year, which is also a “Water Accounting Year” under the Yuba Dry Year Purchase Agreement.

N. **“Yuba Accord Transfer Program”** shall mean the Yuba Accord Long-Term Water Transfer Program.

O. **“Yuba Dry Year Purchase Agreement”** shall mean that certain Agreement for the Supply and Conveyance of Water by DWR to the San Luis & Delta-Mendota Water Authority under the Dry Year Water Purchase Program dated, December 21, 2007, as amended by Amendments 1-6 and any future amendments. A copy of the Yuba Dry Year Purchase Agreement and copies of Amendments 1, 5 and 6 to the Yuba Dry Year Purchase Agreement are attached hereto for reference as Appendix “1”.

P. **“Yuba-DWR Agreement”** shall mean the Agreement for the Long-Term Purchase of Water from Yuba County Water Agency by the Department of Water Resources dated December 4, 2007, as amended by Amendments 1-7 and any future amendments. A copy of the Yuba-DWR Agreement and copies of Amendments 1, 5 and 7 to the Yuba-DWR Agreement are attached hereto as Appendix “2”.

Q. **“Yuba Petition Hearing”** shall mean the Public Hearing on the Petition for Long-Term Transfer filed by Yuba Water Agency for Permit 15026 (Application 5632) that is before the State Water Resources Control Board’s Administrative Hearing Office.

R. All other capitalized terms used herein shall have the meanings ascribed to them in the Yuba-DWR Agreement, and the Yuba Dry Year Purchase Agreement, respectively.

2. EFFECT ON NOVEMBER 24, 2014 YUBA TRANSFER ACTIVITY AGREEMENT

This Activity Agreement governs participation in all benefits and the incurrence of all obligations of the Yuba Dry Year Purchase Agreement for transfers beginning in 2026 and continuing through the term of the Yuba Dry Year Purchase Agreement. Participation in all benefits and incurrence of all obligations of the Yuba Dry Year Purchase Agreement for transfers through 2025 are governed by the November 24, 2014 Yuba Transfer Activity Agreement. The Activity Agreement Members anticipate that the parties to the November 24, 2014 Yuba Transfer Activity Agreement will terminate that agreement once the benefits and obligations of the transfers through 2025 are fully realized and satisfied.

3. PURPOSE OF AGREEMENT

The purpose of this Activity Agreement is to allow, through the joint exercise of some or all of the common powers of the Activity Agreement Members described in the Recitals above, as appropriate, the Activity Agreement Members to participate through the Water Authority in the

benefits and to share the obligations of the Yuba Dry Year Purchase Agreement through 2050 under the terms set forth herein and as set forth in the Yuba Dry Year Purchase Agreement.

4. ORGANIZATION

A. The business of this Activity Agreement shall be conducted by the Water Authority at large and therefore governed by the Board of Directors of the Water Authority.

B. The Executive Director of the Water Authority or their designee shall act as the representative of the Water Authority and Activity Agreement Members for membership on the Management Committee established under the Yuba-DWR Agreement.

5. ROLE OF THE AUTHORITY

A. The parties acknowledge and agree that the Water Authority's role in this Activity Agreement is: (1) to provide the umbrella joint powers agreement pursuant to which the parties may exercise their common powers and to provide services at the expense of the Activity Agreement Members; (2) to negotiate, implement and administer the Yuba Dry Year Purchase Agreement for transfers beginning in 2026 for and on behalf of the Activity Agreement Members by conducting activities including, but not limited to, those related to the Yuba Petition Hearing, Warren Act contracts and associated NEPA documents, Yuba-DWR Agreement Amendment 8 or short-term extension, Yuba Dry Year Purchase Agreement Amendment 7, and other agreements with DWR and/or Reclamation as may be necessary; and (3) to provide administrative services for the Yuba Dry Year Purchase Agreement by providing notices, calculating water allocations, collecting and submitting schedules from Activity Agreement Members to DWR and/or Reclamation, and providing billing and accounting services to the Activity Agreement Members during the term hereof.

B. The role of the Water Authority under this Activity Agreement will be to provide, through Water Authority staff or contracts with consultants, coordinated services to assist the Activity Agreement Members in conducting the activities contemplated by this Agreement. The Water Authority will provide only those services supported with funding from the Activity Agreement Members or other means that will not impose costs on members of the Water Authority that are not Activity Agreement Members, in accordance with budgets recommended by staff, and approved by the Activity Agreement Members and the Board of Directors.

6. BUDGETARY RESPONSIBILITIES

To the extent that the Water Authority prepares budgets for this Activity Agreement, the Activity Agreement Members agree to cooperate with the Water Authority in the development of any such budgets for the activities authorized by this Activity Agreement; annually or more frequently as needed, for presentation to the Board of Directors of the Water Authority in accordance with Section 22 of the JPA Agreement. Budgeted amounts for this Activity Agreement will be collected through the invoicing process described in Section 10 of this Activity Agreement, and formal amendment of such budgets by the Board of Directors is not required for adjustments of expenditures that are fully collected as described in Section 10 of this Activity Agreement.

7. ACTIVITY AGREEMENT EXPENSES AND ALLOCATION OF OPERATING COSTS

A. Each member of the Water Authority has entered into an Administration Agreement which authorizes an agreement by and among the Water Authority and any of its members or other entities, including associate members, to provide for undertaking and sharing costs and benefits of any authorized activity of the Water Authority. The Water Authority and the Activity Agreement Members agree that all Activity Agreement Expenses incurred by the Water Authority under this Activity Agreement are the costs of the Activity Agreement Members, and not of the Water Authority, and shall be paid by the Activity Agreement Members.

B. The Activity Agreement Members further agree that the Board of Directors is authorized to allocate a share of Water Authority Operating Costs, which includes a portion of costs addressed by the Administration Agreements, as part of the Activity Agreement Expenses to cover the cost to the Water Authority of administering this Activity Agreement.

C. The Water Authority shall invoice Activity Agreement Members for their share of Water Authority Operating Costs on a quarterly basis, and Activity Agreement Members shall make payment to the Water Authority within 15 days of receipt of invoice from the Water Authority.

8. PROCESS FOR ALLOCATING AND SCHEDULING TRANSFER WATER FOR IRRIGATION USES IN EACH YEAR

A. Subject to the reallocation provisions contained in Section 9 of this Activity Agreement, during the term of the Activity Agreement, the Transfer Water shall be allocated only among Activity Agreement Members based upon their respective CVP water contract quantities

for irrigation as of the date hereof, as agreed by the parties and set forth in Exhibit "C" attached hereto.

B. By April 12 of each Year, the Water Authority shall provide notice to the Activity Agreement Members of the final quantity of Transfer Water available during such Year and the allocation to each Activity Agreement Member.

C. Each activity Agreement Member shall purchase all Transfer Water allocated to it, unless the Activity Agreement Member is able to reallocate the Transfer Water pursuant to Section 9 of this Agreement.

D. The Water Authority, in consultation with the Activity Agreement Members, shall develop a process for the scheduling of the Transfer Water allocated in accordance with the scheduling provisions of the Yuba Dry Year Purchase Agreement that shall be subject to modification from time to time by agreement of the parties, without formal amendment of this Activity Agreement being required.

9. REALLOCATION OF TRANSFER WATER AMONG ACTIVITY AGREEMENT MEMBERS

A. The Water Authority is obligated to purchase Storage Component Water (formerly referred to as Component 1, Component 2, and Component 3 water) that is accounted for as Delivered Transfer Water under the DWR-Yuba Agreement. The Water Authority also has the opportunity if it so desires to purchase Groundwater Substitution Component Water (formerly referred to as Component 4 water) that is offered consistent with the Yuba Dry Year Purchase Agreement and subject to adjustment under the Yuba Dry Year Purchase Agreement.

1. By May 1 of each Year, each Activity Agreement member wishing to reallocate all or some portion of the Transfer Water allocated to it under the terms of Section 8 of this Activity Agreement shall provide written notice to the Reallocation Group Participants and the Water Authority of the quantity to be reallocated. Each Reallocation Group Participant will have until May 10 of each Year to notify the offering Activity Agreement Member, the other Reallocation Group Participants and the Water Authority whether or not it is willing to accept its share of the reallocated water. A Reallocation Group Participant is not obligated to accept Yuba Transfer Water offered for reallocation in any Year unless it has provided notice of acceptance of the offered quantity, but after providing notice of acceptance, the Reallocation Group Participant is so obligated. In the event all the reallocated quantity is not accepted by the Reallocation Group Participants, Section 9.A.2 or 3 below will apply. In the event the amount of Transfer Water the

Water Authority is obligated to purchase changes after May 10, such changes shall be applied to the Reallocation Group Participants' accepting reallocated water, and shall not apply to an Activity Agreement Member to the extent its offer to reallocate water has been accepted.

2. Each Activity Agreement Member may request that the Water Authority offer to the SWP contractors Yuba Transfer Water not reallocated pursuant to Section 9.A.1 above. For Groundwater Substitution Component Water that is not reallocated pursuant to Section 9.A.1 above, the Water Authority shall notify DWR by May 14 of each year to reduce the total quantity of Groundwater Substitution Component Water it wishes to purchase.

3. Each Activity Agreement Member will remain obligated to pay for any Yuba Transfer Water not reallocated to another Activity Agreement Member(s) or to the SWP contractors pursuant to Section 9.A.1 or 2 above.

B. Reallocation Group Participants may by agreement adjust amongst themselves the share of Yuba Transfer Water pursuant to Section 8.A of this Activity Agreement each will acquire. Any such reallocation among Reallocation Group Participants shall be memorialized in writing designating the parties, the quantity of Yuba Transfer Water, and the period for which the reallocation is applicable, with a copy immediately provided to the Water Authority.

C. The parties may modify the notice dates or the process for reallocation by means of an addendum or addendums approved by all of the parties, dated, and attached to this Activity Agreement. Such addendum(s) shall serve to update the terms without formal amendment of this Activity Agreement.

10. EXPENSES ASSOCIATED WITH THIS ACTIVITY AGREEMENT

A. The Water Authority shall invoice Activity Agreement Members within 5 days of receipt of invoices from DWR submitted under the Yuba Dry Year Purchase Agreement. Activity Agreement Members shall make payment to the Authority within 15 days of receipt of invoice from the Water Authority.

1. By May 27 of each year after receipt of invoice from DWR, the Water Authority shall invoice Activity Agreement Members for an initial annual payment equal to one half of the estimated Yuba Transfer Water cost for such Activity Agreement Member for all water for that Year (Storage Component Water and Groundwater Substitution Component Water).

2. By September 4 of each year that the Activity Agreement Members agree to purchase Groundwater Substitution Component Water, the Water Authority shall bill Activity

Agreement Members for 40 percent of the amount of Groundwater Substitution Component Water less the amount of any prior invoice for such Groundwater Substitution Component Water.

3. By early January of each year within 5 days of receipt of invoice from DWR, the Water Authority shall bill each Activity Agreement Member for the final payment to cover the estimated balance of Yuba Transfer Water cost for the preceding Year, adjusted for any reallocations pursuant to Section 9 of this Agreement and any remaining applicable credits.

4. In the event that an Activity Agreement Member's payment has not been fully credited for Storage Component Water that has been accounted for as Delivered Yuba Transfer Water that is made available through November 30, 2030, then the remaining funds will be: (1) applied to future payments due by that Activity Agreement Member for Storage Component Water Delivered Transfer Water delivered to it on or after July 1, 2031 under subsequent amendments to Yuba-DWR Agreement and Yuba Dry Year Purchase Agreement, provided DWR applies the funds to such future payments under the Yuba Dry Year Purchase Agreement; or (2) if there is no such amendments, refunded by the Water Authority to that Activity Agreement Member, provided DWR refunds such funds to the Water Authority under the Yuba Dry Year Purchase Agreement.

B. Activity Agreement Expenses included as part of the Yuba Transfer Water cost shall include, but not be limited to: a monthly DWR administration fee for each month DWR conveys Transfer Water to the Water Authority and the Activity Agreement Members under the Yuba Dry Year Purchase Agreement; payment for all power and conveyance charges that may be incurred by the SWP for pumping and conveyance of Transfer Water through the Harvey O. Banks Pumping Plant as set forth in the Yuba Dry Year Purchase Agreement; costs payable to DWR for water purchases under this Activity Agreement; conversion of diesel groundwater pumps to electric pump costs and any other appropriate costs arising from the Yuba Dry Year Purchase Agreement. These expenses shall be invoiced within five days upon receipt of invoice from DWR.

C. The Activity Agreement Members acknowledge that the Water Authority is bound to a detailed system that covers the invoicing, payment, and timing of payments to be made to DWR. These requirements are contained in the Yuba Dry Year Purchase Agreement, and the Activity Agreement Members agree to timely pay all Water Authority invoices on the schedule fixed by the Water Authority so that it can comply with those requirements.

D. Activity Agreement Members shall be bound to accept and pay for the actual costs of such Activity Agreement Member's allocated share of Yuba Transfer Water, except that any

Activity Agreement Member may be relieved of its commitment if its timely offer to reallocate its Yuba Transfer Water is accepted by one or more Reallocation Group Participants under the terms described in Section 9.A and 9.B of this Activity Agreement. The Water Authority will issue invoices electronically to the person(s) identified by each Activity Agreement Member so as to facilitate the prompt remittance of invoices by Activity Agreement Members and subsequent payment to DWR pursuant to the Yuba Dry Year Purchase Agreement.

E. Each Activity Agreement Member hereby agrees to pay to the Water Authority any and all costs arising under the Yuba Dry Year Purchase Agreement and incurred by the Water Authority on account of such Activity Agreement Member's participation, including but not limited to: (1) interest on late payments, if any; (2) reimbursement of foregone interest on Water Authority accounts, if any; (3) any other costs incurred by the Water Authority because of such Activity Agreement Member's late payment; and (4) all cost incurred for the negotiation and preparation of agreements associated with the DWR-Yuba Agreement, and the Yuba Dry Year Purchase Agreement.

F. In addition to invoiced costs described in this Section 10 of this Activity Agreement, each Activity Agreement Member hereby agrees to directly pay: (1) to Reclamation, the applicable water rate(s) for additional facility services required to effectuate the delivery of Transfer Water, if any; and, (2) to the Water Authority, the applicable water rate(s) for operation and maintenance and conveyance pumping charges for services and facilities used to deliver the Transfer Water.

11. SOURCE OF PAYMENTS

Each Activity Agreement Member agrees that it will, at all times, have authority and sufficient money to meet its obligations hereunder and under the JPA Agreement. Each Activity Agreement Member hereby confirms that the Water Authority and other Activity Agreement Members are third party beneficiaries of such Activity Agreement Member's obligations under this Activity Agreement and may take such actions in law or in equity as may be desirable to enforce payments hereunder.

12. INDEMNIFICATION

Each Activity Agreement Member agrees to hold the Water Authority and all Water Authority members who are not an Activity Agreement Member, free and harmless from and

indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from actions or inactions taken under this Activity Agreement. This indemnification obligation includes the obligation of the Activity Agreement Members to defend the Water Authority, and all members of the Water Authority who are not Activity Agreement Members, at the sole expense of the Activity Agreement Members, in any action or proceeding brought against the Water Authority or any of its members not party to this Activity Agreement to recover any such costs, losses, damages, claims or liabilities arising from this Activity Agreement, as well as the obligation to pay for any and all costs of litigation incurred by the Water Authority as a result of entering into this Activity Agreement. Such costs may include, but are not limited to, attorneys' fees and costs incurred by the Water Authority to defend its provision of services under this Activity Agreement.

Each Activity Agreement Member agrees to hold harmless the Water Authority, all other Activity Agreement Members, and all Water Authority members who are not Activity Agreement Members, from obligations incurred by the Water Authority in order to acquire the Activity Agreement Member's respective share of the Transfer Water from DWR pursuant to the Yuba Dry Year Purchase Agreement.

13. TERM

This Activity Agreement shall take effect on August 8, 2025 ("**Effective Date**"), assuming execution by the Water Authority and at least two (2) Water Authority members prior to that date, and shall remain in full force and effect (1) for the duration of the Yuba Dry Year Purchase Agreement, or (2) until all of the obligations under the Yuba Dry Year Purchase Agreement and this Activity Agreement have been fully satisfied, whichever occurs last.

14. WITHDRAWAL FROM FURTHER PARTICIPATION

No Activity Agreement Member shall be entitled to withdraw from participation in this Activity Agreement unless it enters into an agreement with one or more of the remaining Activity Agreement Members to accept assignment of the withdrawing Activity Agreement Member's share of Transfer Water and to assume the withdrawing Activity Agreement Member's obligation to acquire Transfer Water for the balance of the term of the Yuba Dry Year Purchase Agreement. The date the Water Authority receives a copy of such fully executed written agreement shall be the withdrawal date. As of the withdrawal date, all rights of participation in this Activity Agreement shall cease for the withdrawing Activity Agreement Member, and the withdrawing

Activity Agreement Member shall, within 30 days, pay all such Activity Agreements Member's financial obligations incurred prior to such withdrawal date pursuant to the terms of this Activity Agreement. Unless assumed by the express agreement of the party or parties accepting assignment of the withdrawing Activity Agreement Member's share of Transfer Water, such withdrawal shall not relieve the withdrawing Activity Agreement Member from: (1) its payment obligations incurred pursuant to this Activity Agreement prior to the date of withdrawal; or, (2) its obligations to indemnify and hold harmless pursuant to Section 12 of this Activity Agreement that were incurred prior to the date of withdrawal. Such obligations shall survive the withdrawal of such Activity Agreement Member.

15. ADMISSION OF NEW MEMBERS

No additional members of the Water Authority may become participants of this Agreement without the written consent of all of the other Activity Agreement Members and of the Board of Directors. The admission of any Activity Agreement Member pursuant to this section shall be documented by that new Activity Agreement Member signing this Activity Agreement. Upon admission of a new Activity Agreement Member, the parties shall agree to the participation percentage of such new Activity Agreement Member, to be documented in an amendment to this Activity Agreement and Exhibit "C" to this Activity Agreement.

16. MISCELLANEOUS

A. California Environmental Quality Act: The physical, operational, and financial details of the Yuba Accord Transfer Program through 2050 are analyzed by the Yuba Water Agency as lead agency pursuant to CEQA in its September 2024 Final Supplemental Environmental Impact Report for the Extension of the Yuba Accord Long-Term Water Transfer Program (State Clearinghouse No. 200506211). Yuba Water Agency's Board of Directors approved the Extension of the Yuba Accord Long-Term Transfer Program on September 17, 2024 and submitted its Notice of Determination to the Office of Planning and Research on that same date. The Water Authority and/or Activity Agreement Members may be responsible agencies under CEQA for actions related to water transfers; however, the actions contemplated by this Activity Agreement are within the scope of Yuba Water Agency's SEIR, such that no subsequent or supplemental CEQA review is required. (Pub. Resources Code, § 21166; CEQA Guidelines, §§ 15162, 15163, 15168(c).) Further, executing the Activity Agreement is an administrative and

organizational action that will not result in a direct physical change in the environment or a reasonably foreseeable indirect change to the environment, and thus is not a project as defined by CEQA Guidelines section 15378(b)(5).

B. Amendments: This Agreement may be amended in writing by the parties hereto.

C. Assignment; Binding on Successors: Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Agreement Members may not be assigned or delegated without the written consent of the Water Authority. Any attempt to assign or delegate such rights or duties in contravention of this Activity Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Water Authority then in effect. Activity Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Water Authority and the Activity Agreement Members.

C. Counterparts: This Activity Agreement may be executed by the Water Authority and the Activity Agreement Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

E. Choice of Law: This Activity Agreement shall be governed by the laws of the State of California.

F. Severability: If one or more clauses, sentences, paragraphs or provisions of this Activity Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Activity Agreement Members and the Water Authority that the remainder of the Activity Agreement shall not be affected thereby.

G. Headings: The titles of sections of this Activity Agreement are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Activity Agreement shall be drawn therefrom.

H. Reasonable Cooperation: Activity Agreement Members will reasonably cooperate with each other and the Water Authority to perform the obligations under this Activity Agreement, assist the Water Authority, when necessary, in carrying out its obligations under the Yuba Dry Year Purchase Agreement, and to carry out the purpose and intent of this Activity Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: 

Name: FEDERICO BARAJAS

Title: EXECUTIVE DIRECTOR

Date: SEP 4, 2025

ACTIVITY AGREEMENT MEMBERS

Agency Name: Byron Bethany Irrigation District

By: _____

Name: Ed Pattison

Title: General Manager

Date: 6/30/25

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: Del Puerto Water District

By: Anthea G. Hansen

Name: Anthea G Hansen

Title: General manager

Date: 1/17/25

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: Eagle Field Water District

By: Hugh Bennett

Name: Hugh V. Bennett

Title: President

Date: 08-29-2025

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: Mercy Springs Water District

By: Patrick McGowan

Name: Patrick McGowan

Title: GM

Date: 8/20/25

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: PACHCO Water District

By: Chase Hurley

Name: CHASE HURLEY

Title: General Manager

Date: 08.21.25

VIA RESOLUTION # 02-25

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: Parade Water District

By: Patrick McGowan

Name: Patrick McGowan

Title: GM

Date: 8/1/15

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

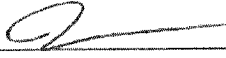
Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: Patterson Intergov. District

By: 

Name: Vincent Luachesi

Title: General Manager

Date: 08/21/2025

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: San Benito County Water District

By: Doug Williams

Name: Doug Williams

Title: Board President

Date: 5/28/2025

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

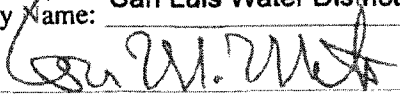
Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: San Luis Water District

By: 

Name: Lon Martin

Title: General Manager

Date: August 11, 2025

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: Santa Clara Valley Water District

Signed by:
By: Melanie Richardson
F08F305217A24A4...

Name: Melanie Richardson, P.E.

Title: Interim Chief Executive Office

Date: 8/26/2025

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: Westland Water District

By: [Signature]

Name: Stephen Farmer

Title: CAO

Date: 8/21/2025

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: West Stanislaus Irrigation District

By: 

Name: Robert Pierce

Title: General Manager

Date: July 29, 2025

EXHIBIT A

Yuba Transfers 2026-2050 Activity Agreement Members

- 1) Byron-Bethany Irrigation District
- 2) Del Puerto Water District
- 3) Eagle Field Water District
- 4) Mercy Springs Water District
- 5) Pacheco Water District
- 6) Panoche Water District
- 7) Patterson Irrigation District
- 8) San Benito County Water District
- 9) San Luis Water District
- 10) Santa Clara Valley Water District
- 11) Westlands Water District
- 12) West Stanislaus Irrigation District

EXHIBIT B

Reallocation Group Participants

- 1) Byron-Bethany Irrigation District
- 2) Del Puerto Water District
- 3) Eagle Field Water District
- 4) Mercy Springs Water District
- 5) Pacheco Water District
- 6) Panoche Water District
- 7) Patterson Irrigation District
- 8) San Benito County Water District
- 9) San Luis Water District
- 10) Santa Clara Valley Water District
- 11) Westlands Water District
- 12) West Stanislaus Irrigation District

EXHIBIT C

Allocation of Transfer Water Among Activity Agreement Members

Activity Agreement Member	Contract Quantity (AF)	Allocation (%)
Byron Bethany ID	23,100	1.34
Del Puerto WD	140,210	8.12
Eagle Field WD	4,550	0.26
Mercy Springs WD	2,842	0.16
Pacheco WD	10,080	0.58
Panoche WD	94,000	5.44
Patterson ID	16,500	0.96
San Benito County Valley WD	35,550	2.06
San Luis WD	120,631	6.98
Santa Clara Valley WD	34,665	2.01
Westlands WD	1,195,383	69.20
West Stanislaus ID	50,000	2.89
Total	1,727,511	100%

Corrected May 8, 2026



IN REPLY REFER TO:

United States Department of the Interior
BUREAU OF RECLAMATION
California Great-Basin
South-Central California Area Office
1243 N Street
Fresno, CA 93721



SCC-445
2.2.4.22

VIA ELECTRONIC MAIL ONLY

Board of Directors
San Benito County Water District
P.O. Box 899
Hollister, CA 95024

Subject: Power Letter of Agreement 26-WC-20-6448 (Agreement) for the Replacement of Central Valley Project (CVP) Electrical Power (Energy) and Fees Incurred for the Conveyance of Non-Project Water – Delta Division and San Luis Unit – Central Valley Project (CVP), California

Dear Board Members:

The Bureau of Reclamation (Reclamation) and San Benito County Water District (District) enter into this Agreement as electrical power is required to convey or pump Non-Project Water into, through, or from Project Facilities. The District is required to: either secure sufficient energy from an energy provider to cover all necessary energy to deliver the District's Non-Project Water through Federal and non-federal facilities and provide proof of said energy purchase to Reclamation prior to any delivery, or replace the Market Rate value of the CVP Energy used to convey the Non-Project Water including any associated Balancing Authority uplift charges incurred from the California Independent System Operator (CAISO) and any other associated charges passed to Reclamation caused by the conveyance of Non-Project Water for the District.

Prior to the introduction, conveyance, storage, and delivery of any Non-Project Water, the District shall provide for the payment of all actual Energy costs and fees incurred in the introduction, conveyance, storage, and delivery of the Non-Project Water.

Background: Pursuant to the Act of June 17, 1902, (32 Stat. 388), and acts amendatory thereof or supplementary thereto, including the Act of February 21, 1911, Section 14 of the Reclamation Project Act of August 4, 1939, (53 Stat. 1187), (36 Stat. 925), Section 305 of the Reclamation States Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59) and Title XXXIV of the Act of October 30, 1992 (106 Stat. 4706), Reclamation may enter into a contract with the District for the conveyance of Non-Project Water. Contract 26-WC-20-6402 provides for the conveyance of up to 2,060 acre-feet (AF) of the District's Non-Project Water supply,

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN

CALIFORNIA*, NEVADA*, OREGON*

* PARTIAL

commonly known as Yuba Accord Water, into Federal facilities during the period of July 1, 2026 through November 30, 2031.

The Non-Project Water will be delivered to the District through Federal conveyance facilities of the Delta-Mendota and San Luis Canal or other location(s) mutually agreed to in writing by the Contracting Officer and the Contractor. CVP Energy is not available to the District for conveyance of the Non-Project Water pursuant to the Contract.

Forecast: The District shall submit a schedule of projected Non-Project Water deliveries in accordance with subdivision (d) of Article 3 of the Contract. Reclamation will forecast the cost of energy to convey the Non-Project Water to District's existing turnouts based on District's current estimated schedule. No later than two months in advance prior to the introduction of Non-Project Water into Federal facilities full payment of the rates stated for the amount of Non-Project Water scheduled to be conveyed must be remitted.

1. Forecast Efficiency Factors: Estimated energy use will be based on the pumping efficiency factors of the pumps moving the water. This amount can be based on an individual pump or cumulatively based on the use of several pumps dependent upon the Non-Project Water's point of origin and point of delivery. Reclamation will use the below listed estimated average megawatt hour (MWh) per acre-foot (AF) efficiency factors established for any Non-Project Water delivery pursuant to this Agreement:

CA Aqueduct-DMC Intertie (DCI)	0.071 MWh/AF
Dos Amigos	0.138 MWh/AF
Banks	0.298 MWh/AF
Jones	0.238 MWh/AF
O'Neill	0.059 MWh/AF
San Luis	0.300 MWh/AF

2. Forecasted Energy Price: Reclamation will use an estimated \$100/MWh to forecast the cost of energy and associated costs.
3. Forecast Calculation Methodology: The sum of the Efficiencies of each plant utilized will be multiplied by the Energy Price and the Non-Project Water amount being conveyed.
 - a. Example: (O'Neill + San Luis) * Energy Price * Non-Project Water Amount =
(0.059 + 0.300) MWh/AF * \$100/MWh * 2,060 AF/year = \$73,954/year
4. Forecast: A forecast will be provided by Reclamation upon the District's submission of a schedule.

Deposit: An account will be established for reimbursement of the direct power expense Reclamation incurs to purchase replacement market power and associated CAISO costs. Upon execution of this Agreement, the District will submit an initial deposit of five thousand dollars (\$5,000.00).

Payments: Payments to the Bureau of Reclamation for the Market Rate of CVP Energy used to convey and/or store Non-Project Water are as follows:

1. An initial deposit of \$5,000.00, as described above (see **Deposit** article above).
2. Beginning with the initial conveyance schedule for this Non-Project Water, and each month thereafter, the Contractor will send payment based on the two months in advance of conveyed water times the Forecast Calculated cost per acre-foot. Email a recap worksheet to the Accounting Services Office (bor-sha-sales_orders@usbr.gov). The transmittal email shall request that the Accounting Services office generate a Down Payment invoice in the Reclamation accounting system. This Down Payment invoice will be promptly sent to the District via email to be processed for payment of the two-month advance payment per the schedule as required per the Agreement. The District shall submit the recap, Reclamation Down Payment Invoice, and payment electronically via Pay.gov.

Account True-Up: Each fiscal year Reclamation will provide a forecast for the upcoming fiscal year and a true-up of the account to reflect the calculated monthly average efficiency factors, the actual monthly usage of each pumping plant, the actual monthly average on-peak energy price, and related CAISO costs.

1. True-Up Efficiency Factors: Reclamation will use calculated monthly average efficiency factor(s) for any pumps utilized to deliver the Non-Project Water. Calculations will be based on measurements of energy consumed or generated and water pumped or released each month.
2. True-Up Energy Price: Reclamation will determine the energy price using Western Area Power Administration's (WAPA) monthly average on-peak energy purchase price.
3. True-Up Calculation Methodology: The sum of each months calculated value per facility utilized, as calculated below:

Facility True-Up Efficiency Factor (MWh/AF) * True-Up Energy Price (\$/MWh) * Non-Project Water conveyed by Facility (AF/month)

4. Balancing Authority and Transmission Costs: All other associated costs incurred by Reclamation, due to the scheduling of energy for the Non-Project Water conveyance, will be allocated to District and charged to the established reimbursable account. Because of settlement times within CAISO, these costs may not be available to Reclamation for up to 120 days following the water conveyance. Any unexpended fund balance remaining on deposit in the account at the termination of this Agreement will be refunded to the District or transferred to any other Agreement the District may have. Conversely, any deficit will be collected from the District.

In the event Non-Project Water is conveyed through the Banks Pumping Plant, the District shall be subject to all costs being passed to Reclamation associated with the delivery of Non-Project Water through any non-Federal facility (i.e., conveyance charges, water conveyance losses).

Generation Energy Credit: Credit will be given for the value of energy generated by Non-Project Water at both the San Luis and O'Neill Facilities each fiscal year, up to but not more than the value of energy consumed within the same fiscal year.

If the conveyance of Non-Project Water causes power generation at either the San Luis or O'Neill Facilities, WAPA receives the generated energy. Therefore, the District would owe the difference in value of "pump energy" consumed and "generation energy" returned to WAPA, plus the full amount of CAISO related costs associated with pumping.

Term: This Agreement will become effective on the date countersigned below and shall continue in effect until February 28, 2033 unless terminated by either party by such party providing the other party with thirty (30) days advance written notice. The District shall be responsible for all expenses incurred prior to the termination of this Agreement.

Please have the appropriate individual sign this Agreement and return, along with documentation authorizing the individual to sign on behalf of San Benito County Water District, to the Bureau of Reclamation, South-Central California Area Office, Attn: Jeremy Manning, SCC-440, 1243 "N" Street, Fresno, CA 93721 or via email to jmanning@usbr.gov.

A down payment (DP) invoice will be forwarded to you once concurrence is received. Please remit the DP invoice and payment electronically via Pay.gov.

If you have any questions, please contact Mr. Jeremy Manning at 559-262-0353 or by email at jmanning@usbr.gov. If you have a hearing or speech impairment, please dial 7-1-1 to access telecommunications relay service. If you have power related questions, please contact Mr. Wes Harrison, Central Valley Operations Office, at (916) 979-2448 or by electronic mail at jharrison@usbr.gov.

Sincerely,

RAIN
EMERSON

Digitally signed by RAIN
EMERSON
Date: 2026.07.17
14:29:02 -07'00'

Rain L. Emerson
Acting Area Manager

On behalf of San Benito County Water District, I concur with the foregoing:

SAN BENITO COUNTY WATER DISTRICT

Authorizing Official Signature

Date

Authorizing Official Name (Print)

Authorizing Official Title (Print)

cc Mr. Pablo Arroyave
San Luis & Delta-Mendota Water Authority
P.O. Box 2157
Los Banos, CA 93635-2157
pablo.arroyave@sldmwa.org



United States Department of the Interior
BUREAU OF RECLAMATION
California Great-Basin
South-Central California Area Office
1243 N Street
Fresno, CA 93721



IN REPLY REFER TO:

SCC-445
2.2.4.23

ELECTRONIC MAIL ONLY

Board of Directors
San Benito County Water District
P.O. Box 899
Hollister, CA 95024

Subject: Letter of Agreement No. 26-WC-20-6449 (Agreement) for the Analysis, Preparation, and Administration of Multi-Year Storage and/or Conveyance Contract Actions for San Benito County Water District (District) – Central Valley Project (CVP), California

Dear Board Members:

The Bureau of Reclamation (Reclamation) is in receipt of the District's request to prepare a temporary Warren Act contract. This subject Agreement between Reclamation and the District provides for reimbursement of Reclamation costs related to the analysis, development, and contract administration of storage and/or conveyance contracts as requested by the District. Reclamation is authorized to enter into these types of contracts pursuant to P.L. 61-406, Act of February 21, 1911 (Warren Act) and P.L. 102-575, Title 34, Act of October 30, 1992, Central Valley Project Improvement Act (CVPIA).

Appropriate Reclamation staff from various California-Great Basin Region Division offices and the South-Central Area Office will participate in meetings, consultation, and coordination as necessary to environmentally analyze, research, prepare, and/or administer Warren Act contract(s) pursuant to this Agreement. Reclamation's team may consist of, but is not limited to, staff from the following disciplines: Contracts, Environmental, Lands, Water Rights, and Operations. The District shall be responsible for financing all actual costs incurred pursuant to this Agreement and understands that while executing this Agreement, it does not imply approval of any of the proposed actions requested.

By countersigning this Agreement, the District Agrees to the following conditions:

- 1. DISTRICT PAYMENT OBLIGATION:** The District is responsible for advancing funds to Reclamation for both the estimated and actual costs. Upon request, Reclamation will provide a report detailing incurred costs. All costs must be paid before this Agreement terminates.
- 2. DEPOSIT AND MINIMUM BALANCE:** The District will advance to Reclamation a sum of Five Thousand Dollars (\$5,000) to cover the costs associated with the activities outlined above. An initial down payment (DP) invoice, along with instructions, will be sent to the District via email. Reclamation will issue additional DP invoices for further funding advances if necessary. No work will commence until supplementary funds are received.
- 3. REFUND:** Any surplus funds remaining under this Agreement will be returned to the District once the Agreement has been terminated.

INTERIOR REGION 10 • CALIFORNIA-GREAT BASIN

CALIFORNIA*, NEVADA*, OREGON*

* PARTIAL

4. **TERM:** This Agreement begins on the District's signature date and continues until February 28, 2033, or until either party ends it with thirty (30) days written notice. The District must provide funds to cover Reclamation's costs up to termination. Any extra funds will be refunded within sixty (60) days after termination.

If you have any questions, please contact Mr. Jeremy Manning at 559-262-0353 or by email at jmanning@usbr.gov. If you have a hearing or speech impairment, please dial 7-1-1 to access telecommunications relay service.

Sincerely,

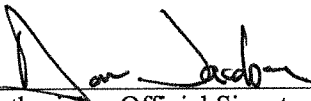
RAIN
EMERSON

Digitally signed by RAIN
EMERSON
Date: 2026.07.09
14:23:00 -07'00'

Rain L. Emerson
Acting Area Manager

On behalf of San Benito County Water District, I concur with the foregoing:

SAN BENITO COUNTY WATER DISTRICT

 7/13/2026

Authorizing Official Signature/Date

Dana Jacobson

Authorizing Official Name (Print)

General Manager

Authorizing Official Title (Print)

cc Mr. Federico Barajas
San Luis & Delta-Mendota Water Authority
P.O. Box 2157
Los Banos, CA 93635
federico.barajas@sldmwa.org

**San Benito County Water District
Board Agenda Transmittal**

Agenda Item: / /

Meeting Date: July 29, 2026

Submitted By: Brett Miller

Presented By: Brett Miller

Agenda Title: Consider Approval of MUN CPAs for Auditing Services for Fiscal Years Ended 2026, 2027, and 2028, with option for renewal for Fiscal Years 2029 and 2030 and Authorize the General Manager to Enter into a Contract and Approve Renewals

Background:

Following a competitive solicitation process conducted in June 2026, staff recommends awarding a contract for financial statement auditing services to MUN CPAs for Fiscal Years Ended 2026, 2027, and 2028, with options for renewal for Fiscal Years 2029 and 2030. The District received seven (7) proposals from qualified firms, evaluated and ranked all respondents, and conducted interviews with the top three (3) finalists. The General Manager and Assistant General Manager led the interview process and identified MUN CPAs as the top-ranked firm. The Finance Committee met on July 21, 2026 and concurred with staff's recommendation. This action also requests authorization for the General Manager to execute the contract and approve any subsequent renewals within the approved term.

The District has a long-standing practice of periodically conducting a competitive Request for Proposals (RFP) process for auditing services, consistent with Government Finance Officers Association (GFOA) best practices, which recommend that agencies periodically solicit proposals to compare auditors and ensure continued quality and value. The District's most recent auditing contract was held by McGilloway, Ray, Brown & Kaufman, which had served as the District's auditor since Fiscal Year 2020 under a contract covering fiscal years 2020, 2021, and 2022, with subsequent annual extensions through Fiscal Year 2024–2025. California Government Code Section 12410.6 prohibits a local agency from employing a public accounting firm whose lead audit partner or coordinating audit partner has performed audit services for that agency for six consecutive years, requiring rotation of the lead audit partner after the sixth consecutive year. In anticipation of this requirement and following the completion of the Fiscal Year 2024–2025 audit, staff committed to conducting a full RFP process for auditor comparison, as previously communicated to the Finance Committee and Board. That RFP process was initiated in June 2026, resulting in the current recommendation.

BOARD AGENDA MEMO

DATE: July 21, 2026

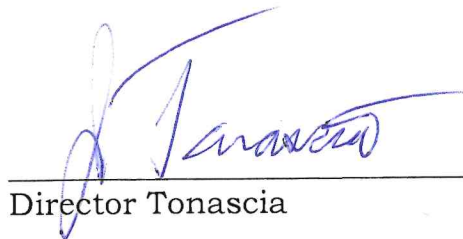
TO: Board of Directors

FROM: Finance Committee (Tonascia/Freeman)

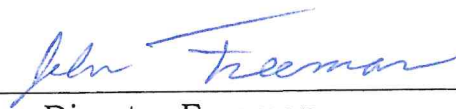
SUBJECT: Consider Recommending the Board Approve a Contract with MUN CPA's for Auditing Services for Fiscal Year July 1, 2026 through June 30, 2027 with option to Renew for two additional Fiscal Years

The Finance Committee met with staff on July 21, 2026 and reviewed the results of the RFP and the recommendation from staff to move forward with MUN CPA's for auditing services.

The Finance Committee recommends the Board Approve a Contract with MUN CPA's for Auditing Services for Fiscal Year July 1, 2026 through June 30, 2027 with option to Renew for two additional Fiscal Years.



Director Tonascia



Director Freeman

SAN BENITO COUNTY WATER DISTRICT PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made and entered into this 29th day of July, 2026 , by and between the San Benito County Water District, ("District,") and MUN CPA's LLP, ("Consultant").

1. Description of Project: District desires to undertake the Audit of District Financial Statement for Fiscal Years Ended 2026, 2027 and 2028 and option for renewals for Fiscal Years 2029 and 2030 ("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 - BASIC, COMPLETION SCHEDULE" 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: MUN CPAs, LLP
1760 Creekside Oaks Drive, Suite 160
Sacramento, CA 95833

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: _____

General Manager

Title

Date

Date



EXHIBIT "A"

Proposal to Provide Audit Services

SAN BENITO COUNTY WATER DISTRICT

JULY 15, 2026

CONTACT:

JUSTIN WILLIAMS, CPA, PARTNER
MUN CPAs, LLP
SACRAMENTO OFFICE:
1760 CREEKSIDE OAKS DR., SUITE 160
SACRAMENTO, CA 95833
916-929-0540
jjw@muncpas.com
WWW.MUNCPAS.COM

TOGETHER WE ACHIEVE MORE

GLENDALÉ • ROSEVILLE • SACRAMENTO • ZEPHYR COVE • KAUAI



July 15, 2026

Brett Miller, Assistant General Manager
San Benito County Water District
30 Mansfield Road
Hollister, CA 95023

Dear Brett,

On behalf of the partners and staff of MUN CPAs, LLP (MUN CPAs), we are pleased to submit our proposal to provide professional services to San Benito County Water District (the District). Our firm has built a strong reputation by consistently exceeding client expectations through high-quality, responsive service.

We are well qualified to perform this engagement due to our specialized expertise in governmental auditing and accounting, supported by deep technical resources. Our experienced engagement team applies a focused, efficient approach to deliver a high-quality audit while minimizing disruption to the District's day-to-day operations.

We are committed to fulfilling all terms, conditions, and requirements outlined in the Request for Proposal.

It is our understanding that the term of the agreement will be for the fiscal years ending June 30, 2026, through June 30, 2028, and the scope of services will be the following:

1. Prepare and perform an audit of the financial statements of the District and issue related reports.
2. Prepare and submit the Financial Transactions Report to the State Controller's Office.
3. Perform Single audit and issue related reports in accordance with the provisions of the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance), if required.
4. Provide advice and guidelines on implementation of applicable GASB regulations in effect at the time of issuing the statements. We encourage our clients to contact us throughout the year to discuss and obtain guidance for technical questions or other issues. There is no additional charge for routine calls and emails.
5. Issue a Management Letter that includes recommendations for improvements in internal control, accounting procedures and other significant observations that are considered to be non-reportable conditions.

We will perform the audit in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; *the Basic Audit Program and Reporting Guidelines for California Special Districts*, as prescribed by the State Controller.

We separate ourselves from our competition by:

- Extensive Partner involvement on each engagement.
- Manager and/or Partner always on-site during fieldwork.
- Consistent and experienced staff.
- Timeliness of communications.
- Proactive approach in addressing complex issues early in the engagement.
- Availability to clients as a specialized resource.
- Professionalism with understanding.

Our success is driven by a commitment to quality, well-trained professionals, timely communication, effective planning, and the ability to structure audits for efficiency while meeting all required deadlines.

We add value through specialized resources and strong technical expertise in governmental accounting, enabling us to address audit challenges effectively. This expertise, combined with a client-focused approach throughout all phases of the engagement, ensures high-quality service and reliable deliverables.

We are confident this proposal meets your needs and welcome the opportunity to discuss it further and demonstrate our commitment to exceptional service.

This proposal constitutes a firm and irrevocable offer for a period of ninety (90) days from the proposal's submission date.

As proposed engagement partner, I am authorized to represent the firm, answer any questions, submit this bid, and authorized to sign a contract with the District.

Sincerely,



Justin Williams, CPA

Partner

916-929-0540

jjw@muncpas.com

1760 Creekside Oaks Drive, Ste 160
Sacramento, CA 95833



TABLE OF CONTENTS

Independence.....	2
License to Practice.....	2
Firm Qualifications and Experience.....	2
Peer Review	3
Litigation, Desk Review and Disciplinary Actions	3
Partner, Manager and Staff Qualifications and Experience	6
Engagement Overview and Approach.....	11
Proposed Segmentation of the Engagement.....	11
Estimated Timeline.....	14
Level of Staff and Number of Hours to be Assigned	14
Quality Management	15
Use of Technology to Perform our Audits.....	16
References.....	17
Prior Engagements with the District	17
Identification of Anticipated Potential Audit Problems	17
Price Proposal.....	18
Additional Professional Services	18
Billing Statement	18
Statement on District Standard Agreement.....	18
Statement of Insurance Compliance.....	19
Conflict of Interest.....	19



Independence

There are no potential relationships between MUN CPAs and any employee, officer, or related entity of the San Benito County Water District which would potentially impair our independence with the San Benito County Water District.

MUN CPAs is independent of the San Benito County Water District as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards* (latest edition).

MUN CPAs is independent of all associated agencies of the San Benito County Water District, as defined by U.S. generally accepted auditing standards and the U.S. Government Accountability Office's *Government Auditing Standards*.

If MUN CPAs shall enter into a professional relationship that would present a conflict of interest during the period of engagement with the San Benito County Water District a written notice will be presented to the District defining such conflict, if any.

License to Practice

License to Practice in California - MUN CPAs is a properly licensed, certified public accounting firm in the State of California. All certified public accountants involved in audit engagements of the Firm are licensed to practice in the State of California and have received at least the minimum number of continuing professional education hours required by the State Board of Accountancy, American Institute of Certified Public Accountants, and the U.S. Government Accountability Office's *Government Auditing Standards*.

Firm Qualifications and Experience

Founded in 2003, MUN CPAs is a locally established, full-service licensed accounting and auditing firm with more than 20 years of experience providing governmental audit, tax, and consulting services. Our continued growth reflects a strong commitment to client service and long-standing professional relationships.

We value diversity and inclusion within our leadership and across the firm, recognizing that varied perspectives strengthen our work and culture. MUN CPAs is comprised of more than 80 well-trained professionals, including eleven partners, with offices in Sacramento, Roseville, and Glendale, California, as well as Nevada and Hawaii.

Sacramento Office

Audit engagements are performed primarily out of the Sacramento office. We have an outstanding team of 18 audit professionals consisting of three firm partners, five managers, three seniors and seven audit associates. Four full-time staff members will be dedicated to the San Benito County Water District audit should our services be awarded to our firm. In addition to audits, reviews, and compilations, we also provide accounting, tax, and consulting services to our clients.

We specialize in audits of special districts and governmental agencies ranging from small agencies to agencies with over \$200 million in annual revenue. We also specialize in retirement plans and nonprofit organizations. We are voluntary members of the following organizations:

- California Special Districts Association
- Government Audit Quality Control Center
- Association of California Water Agencies
- Government Finance Officers Association
- California Society of Municipal Finance Officers



These memberships provide access to resources that enhance audit quality and promote best practices. We have access to the latest developments in accounting, auditing, and the various rules and regulations that affect the different audits and industries.



Governmental Auditing Experience

Since our founding in 2003, our office has performed over 600 audits of special districts and other governmental entities. We have provided audit services for several other agencies that are similar to the District. Many of these districts are also similar in size and structure. We currently provide audit services to 32 governmental entities, of which 25 are special districts. **Every level of our audit staff has extensive experience in auditing special districts.**

Annual Comprehensive Financial Report Experience (ACFR)

All management staff assigned to this audit has substantial experience in the preparation of Annual Comprehensive Financial Reports. Ten of our governmental clients require our Firm to prepare and organize the Annual Comprehensive Financial Report as part of their scope of services. **Every report submitted has won the GFOA Certificate of Achievement for Excellence in Financial Reporting.**

GASB Implementation and Reporting

In addition to auditing and assisting with the preparation of GASB financial statements, all audit partners and managers have provided hands-on assistance with the implementation of new GASB financial reporting requirements. Our firm is a leader in the implementation of the new GASB standards going into effect in the coming years.

Single Audit procedures

If the District has over \$1,000,000 of expenditures of Federal awards, we will perform Single Audit procedures as prescribed by the Uniform Guidance. Our Single Audit procedures will be designed to test major Federal awards, as defined by the Uniform Guidance. We will perform tests and procedures to determine if your District is in compliance with the direct and material compliance requirements of each major Federal award program.

Specialized Services

Our firm has provided specialized services to governmental entities that include, but are not limited to, the following:

- State Controller Report preparation
- Tax Measure Agreed-Upon procedures
- Cash Collections Agreed-Upon procedures
- TDA audits
- Board Financial Training
- Internal Control Projects

Client Education and Updates

Our partners have provided webinars and seminars sponsored by the CSFMO, CSDA and League of California Cities, with topics ranging from significant GASB statements, fraud, and preparing for annual audits. Partner Justin Williams presented on the topic **"GASB Reporting Requirements and Their Effect on Your District," "Assessing the Financial Health of Your District"** and **"Financial Management for Special Districts"** at various CSDA conferences and workshops.

Board/Finance Committee Training

Our firm offers training to help you understand what the audit report means for the District. We can show you how to read the financial statements and how to use that information to analyze and evaluate the District's financial performance. We have certified professionals who are happy to talk to you regarding various topics that can be presented.

Peer Review Report

Our firm undergoes a peer review every three years as established by the American Institute of Certified Public Accountants. Our last peer review was completed in September 2025 and resulted in a pass rating with no deficiencies (the highest rating possible) on our system of quality control for accounting and auditing. This quality control review included a review of specific government engagements. A copy of the Peer Review Report is included on the following page.

Litigation, Desk Review and Disciplinary Actions

We have not had any Litigation, Field Reviews, Desk Reviews or Disciplinary actions taken against, or pending against, the Firm or its employees. There is no past, current or pending litigation against the Firm, or any debarment or disqualification as a vendor for federal, state, or local entities.



Report on the Firm's System of Quality Control

To the Partners of
MUN CPAS, LLP
and the Peer Review Committee of the California Society of CPAs

We have reviewed the system of quality control for the accounting and auditing practice of MUN CPAs, LLP (the firm) in effect for the year ended December 31, 2024. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a system review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported on in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported on in conformity with the requirements of applicable professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

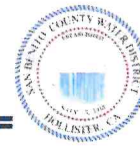
Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

CPAs • Advisors

4120 Concoors, Suite 100, Ontario, CA 91764
909.948.9990 / 800.644.0696 / FAX 909.948.9633
gyl@gylcpa.com
www.gylcpa.com

CPAmerica
Member Crowe Global



Peer Review Report
Page 2 of 2

Opinion

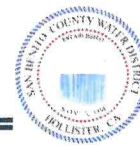
In our opinion, the system of quality control for the accounting and auditing practice of MUN CPAs, LLP in effect for the year ended December 31, 2024, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. MUN CPAs, LLP has received a peer review rating of *pass*.

Respectfully,

GYL LLP

Ontario, California
June 24, 2025





Partner, Manager and Staff Qualifications and Experience

The audit team assigned to the San Benito County Water District is comprised of highly trained professionals with extensive experience in governmental audit engagements. Our focused and efficient team applies a knowledgeable, non-intrusive approach to deliver a high-quality audit while minimizing disruption to the District's ongoing operations. All engagements are conducted under the direct supervision of an engagement partner and manager, ensuring adherence to quality standards and fulfillment of all client requirements.

We propose the following management team for the audit:

JUSTIN WILLIAMS, CPA, Engagement Partner

ERICA PASTOR, CPA, Concurring Partner

MATT STAHLI, CPA, Audit Manager

Our Audit teams are based in our Sacramento office, located at 1760 Creekside Oaks Drive, Suite 160, Sacramento, CA 95833.

Professional Affiliations

Our commitment to governmental accounting is further strengthened by our involvement with respected organizations.

Justin Williams is a member of the statewide CalCPA Governmental Accounting and Auditing Committee and the Special District Leadership Foundation Certification and Audit Review Advisory Committee. He has also published accounting and auditing articles and has been a speaker at webinars and seminars sponsored by these organizations with topics including **GASB 84 and 87**, fraud, and preparing for annual audits.

Erica Pastor is Past President and current board member of CalCPA-Sacramento Chapter, and a member of the statewide CalCPA Governmental Accounting & Auditing Committee. She is also a member of the GFOA **Certificate of Achievement for Excellence in Financial Reporting Program** and is frequently asked to review submitted financial statements.

Quality of Staff

MUN CPAs' staff training and professional development program ensures that personnel assigned to the audit of District maintain a high level of expertise in matters affecting the District. All professional staff participate in formal mid-year, and year-end performance evaluations designed to support ongoing development and achievement of professional goals, supplemented by engagement-specific feedback throughout the year. In addition, our training program provides targeted instruction to ensure compliance with Government Auditing Standards and to keep staff current on emerging issues impacting governmental entities.

Continuing Education

Continuing education is a top priority for MUN CPAs. Each of our team members receives a wide variety of annual training and content updates from highly qualified instructors, ensuring that they remain at the forefront of issues that could potentially impact our clients.

Individuals who work on audits subject to *Government Auditing Standards* must obtain, every two years, at least 80 hours of CPE that directly enhance the auditor's professional proficiency to perform audits and/or attestation engagements. At least 20 of the 80 hours must be obtained annually. Individuals responsible for conducting substantial portions of the fieldwork, planning, directing, or reporting on audits subject to *Government Auditing Standards* must obtain 24 of those hours in subjects directly related to the government environment and government auditing.



Staff Consistency

We understand that the best way to provide District with responsive, quality services is to assign the most qualified individuals to the engagement and maintain continuity of staff on successive engagements. We are committed to maintaining the same staff assigned in this proposal in subsequent engagement years.

Our Firm takes great pride in not only selecting high quality staff members but also providing them an environment designed for their success and betterment.

We believe staff continuity on engagements is essential to that engagement being successful. Our Firm's mission statement reads:

To provide responsive, innovative services of the highest quality to our clients; and to provide a positive, rewarding environment encouraging our employees to fulfill their professional and personal goals.

Justin Williams, CPA

Engagement Partner

Justin's professional career includes more than 29 years of public and private accounting experience, of which 27 years has been heavily concentrated on audits of governmental entities throughout Northern California. He has been extensively involved with the California Special Districts Association, providing workshops and webinars to the association members throughout the year. As the engagement partner, Justin will have overall responsibility for the efficiency, timeliness, and delivery of the services we provide, including developing and maintaining effective lines of communication with the District. He will directly interface with the District's management and will plan and review the audit.



INDUSTRY EXPERIENCE

Special Districts
Municipalities
Nonprofit Organizations
Privately held businesses
Retirement / employee benefit plans

OTHER EXPERTISE

GASB implementation
Board of Directors training
Federal and State compliances and financial reporting
Internal control implementation
Peer Reviews

RELEVANT ENGAGEMENT EXPERIENCE

Association of California Water Agencies	City of Lincoln
Amador Water Agency	City of Novato
Yuba County Water Agency	Town of Truckee
Diablo Water District	
Stinson Beach County Water District	
Greater Vallejo Recreation District	
Keyes Community Services District	
Nevada Irrigation District	
North Tahoe Fire Protection District	
Sac-Yolo Mosquito & Vector Control District	
Sacramento-Placerville Transportation Corridor JPA	
Santa Nella Water District	
South San Joaquin Fire Authority	
South Tahoe Public Utility District	
Southgate Recreation and Park District	

DESIGNATIONS

Certified Public Accountant (CPA)
License No.: 83808, Issued: 2002, Expiration: July 31, 2027

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Public Accountants
California Society of Certified Public Accountants
GFOA Budget Awards Program

EDUCATION

Bachelor of Science, Accounting
Case Western Reserve University – Cleveland, Ohio

Erica Pastor, CPA

Concurring Partner

Erica has 23 years of public accounting experience and has spent 19 of those years with MUN CPAs. She has extensive experience serving government clients and is a leader in her vocation; she is past President and Board Member of CalCPA – Sacramento. As concurring partner, Erica will perform a secondary review of the engagement, ensuring that all firm and professional standards are adhered to.



INDUSTRY EXPERIENCE

Special Districts
Municipalities
Nonprofit Organizations
Privately held businesses

OTHER EXPERTISE

GASB implementation
Reviewed and compiled financial statements
Agreed-upon procedures
Audit committee training
Annual Comprehensive Financial Reports
Internal control implementation
Federal Single Audit Grant compliance
Grants and contracts compliance

RELEVANT ENGAGEMENT EXPERIENCE

Alpine Springs County Water District	City of Dixon
Castro Valley Sanitary District	City of Hollister
Ironhouse Sanitary District	City of Lincoln
Olympic Valley Public Services District	City of Rio Vista
South Placer Municipal Utility District	City of Williams
Tahoe City Public Utility District	City of Winters
Yolo County Flood Control & Water District	

DESIGNATIONS

Certified Public Accountant (CPA)
License No.: 103789, Issued: January 28, 2009, Expiration: April 30, 2028

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Public Accountants
CalCPA Governmental Accounting & Auditing Committee
CalCPA, Sacramento Chapter, Past President and Board Member
GFOA Special Review Committee member

EDUCATION

Bachelor of Science, Managerial Economics
UC Davis – Davis, California
Certificate of Accountancy
National University – Sacramento, California

Matt Stahli, CPA

Audit Manager

Matt has seven years of accounting experience and has been with MUN CPAs for over five years. He provides audit services to a wide range of industries, including governmental, not-for-profit, retirement plans, and for-profit entities. As Audit Manager, Matt will be responsible and will coordinate the planning and implementation of audit processes, including daily supervision and technical support of the audit. He will work closely with the staff of District to ensure issues are identified and addressed and that the delivery of services is timely and day-to-day audit functions are performed in an efficient manner.



INDUSTRY EXPERIENCE

Governmental agencies
Closely held companies
Nonprofit Organizations
Retirement plans

OTHER EXPERTISE

GASB financial statements
Single Audit compliance
Internal control evaluation
Accounting services
Yellow Book Audits
Grants and contracts compliance

RELEVANT ENGAGEMENT EXPERIENCE

Alpine Springs County Water District
Amador Water Agency
Sacramento-Placerville Transportation Corridor JPA
Yuba County Water Agency
Santa Nella Water District
Nevada Irrigation District
Retiree Health Benefits Program JPA
Ironhouse Sanitary District

City of Novato
City of Dixon
Tahoe City Public Utility District
South Tahoe Public Utility District

DESIGNATIONS

Certified Public Accountant (CPA)
License No.: 153177, Issued: May 19, 2023, Expiration: January 31, 2027

PROFESSIONAL MEMBERSHIPS

American Institute of Certified Public Accountants
California Society of Certified Public Accountants

EDUCATION

Bachelor of Science, Business Administration-Accountancy
California State University, Chico – Chico, California

CONTACT DETAILS

Office Phone: (916) 929 – 0540
Direct Line: (916) 609 – 7116
Email: mes@muncpas.com



Engagement Overview and Approach

Our audit work plan targets our audit efforts on those areas of your financial statements that represent the greatest risk. This includes integrated quality-management processes, including policies and procedures for engagement quality control.

Our financial audit methodology comprises a set of interdependent audit work steps and procedures that enable the audit team to plan and execute the audit strategy and conclude and report audit results. The methodology also provides for performance measurement to enable improvement in quality of audit work through identification of training needs and motivation of staff through performance-based growth and advancement. The financial audit methodology of our firm is built around the following:

- Generally accepted auditing standards
- Quality assurance and control
- Professional ethics

Our audit process begins with the assignment of staff to the engagement. Our engagement team has the expertise to provide a level of service desired and deserved by your organization. Our engagements are supervised by the engagement partner and the manager, both of whom specialize in government and special district audits. As high-level involvement is vital to a quality audit, the partner and manager's time will account for approximately 30% of total hours spent on the engagement. Our team's approach ensures efficiency while minimizing disruption to your operations.

Proposed Segmentation of the Engagement

Audit Planning

Our audit planning process includes a risk assessment of the District and review of the control environment. We begin with a pre-planning meeting to ensure that management's expectations and our expectations are communicated prior to commencing the audit. We will confirm our understanding of the engagement deadlines and ensure these are met timely.

Interim Audit Phase:

Our interim audit phase typically consists of two to three days of fully remote fieldwork and includes the following:

Risk Assessment

As part of our extensive planning phase, the engagement team will discuss with management issues surrounding the applicable industry, the District's internal & external environment, significant events, as well as economic, political, and social factors to determine and document areas of risk. Once areas of risk have been identified, the next process will be to review the control environment.

Control Environment — Interim Phase

Our understanding of and reliance on the District's internal controls related to financial reporting is a key factor in our audit approach to the District's financial statements. Our interim audit procedures are primarily focused on developing our understanding of internal controls related to cash receipts, cash disbursements, payroll, financial reporting close and the IT environment, and then performing tests of those controls. Our planned audit approach is a control-based audit in which we are planning to perform tests of controls in order to place reliance on the District's key controls.

We develop our understanding of the District's internal controls through a combination of verbal discussions with management, and observation and inspection of documents. We first gain a high-level understanding of controls by asking an appropriate member of your finance department to describe the processes for recording transactions and, more importantly, how the review and approval of transactions is documented. Then to corroborate the descriptions, we ask to see physical evidence that the control is in place. Physical evidence is typically management providing key documents that have evidence of a review or approval on the document.

If we identify any controls that are not operating as designed, we will first discuss with management before providing a written recommendation.



Year-End Audit Phase:

Our year-end audit phase typically consists of five days of fully remote fieldwork and includes the following:

Substantive Procedures — Year End Phase

Substantive audit procedures are designed based on our risk assessment process. Complex and high-risk accounts will be identified early in the audit process, and these accounts will be assigned to the manager and/or partner for actual testing.

Our substantive audit procedures will include the following:

- Tests of account details — Detail transaction testing to source documentation
- Analytical procedures — Ratio analysis, variance analysis, trend analysis
- Use of data analysis software — Review of large volumes of data to detect anomalies
- Unpredictability tests — Varying timing and extent of tests
- Review of management's estimates — To determine reasonableness
- Review of subsequent events and contingencies — For proper adjustment and footnote disclosure

Laws and Regulations

As applicable, we will review the laws and regulations covering the District's grants and other programs. Based upon our inquiry with District staff, review of the District's government code, review of administrative policies, etc. we will determine the relevant laws and regulations that will be subject to additional test work.

Use of Analytic Procedures during the Audit

The use of analytic procedures during our audit of the District is part of our planned audit approach for certain financial statement line items. In order to perform effective analytic procedures, MUN CPAs must first obtain an understanding of activity at the District, as well as changes in activity at the District during the year under audit. This will allow MUN CPAs to develop expectations for changes or lack of changes in key account balances for the purpose of performing our analytical procedures. Our analytical procedures will be performed using a combination of the following:

- Independent recalculations of account balances: Performing our own independent recalculation of an account balance, then comparing to the District's actual account balance to see if our recalculated balance agrees to the District's balance. A significant variance between our recalculated balance and the District's balance would require additional inquiries and procedures to determine if the account balance requires an adjustment.
- Variance analytics of prior year and current year account balances: By developing our understanding of activity at the District, we can then compare current year account balances to the prior year balance and determine if the change in the account balance is reasonable based on our understanding of activity at the District during the year. Account balances and/or changes in account balances that do not meet our expectations will require further inquiry with management to determine if an adjustment is needed.
- Ratio analysis: We can compare the relationship of certain accounts to other accounts or non-financial information to determine if the relationship is consistent or if a variance may indicate an adjustment to an account may be required.



Drawing Audit Samples

The selection of audit testing samples is based on a combination of materiality, qualitative factors, and auditor judgement. Account balances and/or transactions over a certain dollar limit are automatically selected for testing. Smaller account balances, transactions, or disclosures that MUN CPAs determines may have a qualitative impact on the financial statements and influence a user of the financial statements will also be selected for testing.

Based on our review of the financial statements of the District, we anticipate that our primary areas of audit focus will be:

- Financial reporting requirements
- Impact of new GASB accounting standards
- Fund balance classification
- Revenue recognition
- Valuation of accounts and leases receivable
- Valuation of capital assets
- Expense and accrual timing
- Long-term debt reporting

Preparation of Audit Report and Review — Year-end Phase and Wrap-up Phase

The manager and engagement partner review audit workpapers throughout the audit. Before we complete our scheduled fieldwork, the file will be substantially reviewed, and any issues will be discussed and resolved. All reports are reviewed by the engagement partner and concurring partner.

Upon approval, we will issue drafts of all reports based on the District's predetermined schedule as indicated in the Request for Proposal. This will allow adequate time for review and distribution of the report.

Sample Size Methodology

We anticipate the use of sampling during the performance of audit procedures for the District. However, whether sampling is appropriate depends on the defined objective of any given portion of the audit, the nature of the test that best achieves that objective and the degree of assurance from the test. The sample selection would be developed using a combination of the Firm's Sampling Plan and Microsoft Excel.

CRI's Sampling Plan is a comprehensive and systematic plan, which focuses directly on the assessment of audit risk and integrates statistical theory with the use of audit judgment. Since our firm uses dual-purpose testing (tests of controls and substantive tests), the sample sizes may be larger than those for single purpose tests. Sample sizes range from a low of 15 transactions to a high of 60 transactions based on the quantitative decisions made.

Audit Samples For Tests of Compliance

When drawing audit samples for tests of compliance, we generally select a certain number of transactions based on the client's activity level and our professional judgment. These transactions are picked randomly from a total population.



Estimated Timeline/Hours

Upon approval, we will issue drafts of all reports based on a predetermined schedule allowing adequate time for review and distribution of reports. The following is a proposed tentative audit schedule. The actual audit timeline would be agreed to and finalized between MUN CPAs and the District upon appointment as your CPA audit firm:

Audit Task	Completed by:
Audit Planning and Interim field work	September 15, 2026
Year-end field work	October 31, 2026
Opinion Letter and Draft ACFR	November 23, 2026
Final Draft ACFR	December 7, 2026
Final ACFR Issued	December 16, 2026
Management Letter	December 16, 2026

Level of Staff and Number of Hours to be Assigned

Staff Classification Performing Work	Estimated Hours Annually
Partners	28
Managers	44
Senior Associates	62
Staff Accountants	124
Total Annual Hours:	258



Quality Management

MUN CPAs is committed to performing high-quality audit and assurance engagements that serve the public's interest and provide meaningful value to our clients. Our approach to quality is grounded in the AICPA's current quality management standards, including **Statement on Quality Management Standards No. 1, A Firm's System of Quality Management**, and **Statement on Quality Management Standards No. 2, Engagement Quality Reviews**.

Our firm has designed and implemented a **risk-based system of quality management** tailored to the nature of our practice, our personnel, and the governmental entities we serve. This system focuses on establishing quality objectives, identifying, and assessing risks that could affect the achievement of those objectives, and designing appropriate responses to support consistent, high-quality engagement performance.

Our quality management system addresses key areas including governance and leadership, ethical requirements and independence, client acceptance and continuance, engagement performance, resources and training, information and communication, and monitoring and remediation. Firm leadership is accountable for promoting a culture of quality, professional skepticism, ethical behavior, and technical excellence. We also perform ongoing and periodic monitoring activities to evaluate whether our system is operating effectively and to identify opportunities for improvement.

For the San Benito County Water District engagement, quality will be reinforced through active involvement by the engagement partner and audit manager throughout planning, fieldwork, reporting, and completion. The partner and manager will monitor audit progress, review key workpapers and financial reporting matters, and remain available to District management to address questions and resolve issues in a timely manner.

MUN CPAs also assigns an experienced **engagement quality reviewer** to audit engagements requiring this additional level of review under our firm's quality management policies. The engagement quality reviewer is not part of the engagement team and performs an objective evaluation of significant judgments, conclusions, and selected engagement documentation before the report is released. This review provides an additional safeguard designed to enhance audit quality, support consistency with professional standards, and reinforce confidence in the final deliverables.

Specific aspects of our quality management approach that benefit the District include:

- Direct partner and manager involvement throughout the engagement.
- Assignment of experienced professionals with governmental audit expertise.
- Engagement quality review by an experienced reviewer independent of the engagement team.
- Multiple levels of review over audit procedures, workpapers, and financial statements.
- Ongoing training and professional development.
- Proactive communication with District management before, during, and after fieldwork; and
- Continuous monitoring and improvement of our audit processes.

Through this quality management approach, MUN CPAs is able to provide the District with a well-planned, well-supervised, and professionally executed audit that emphasizes responsiveness, technical accuracy, and timely delivery.

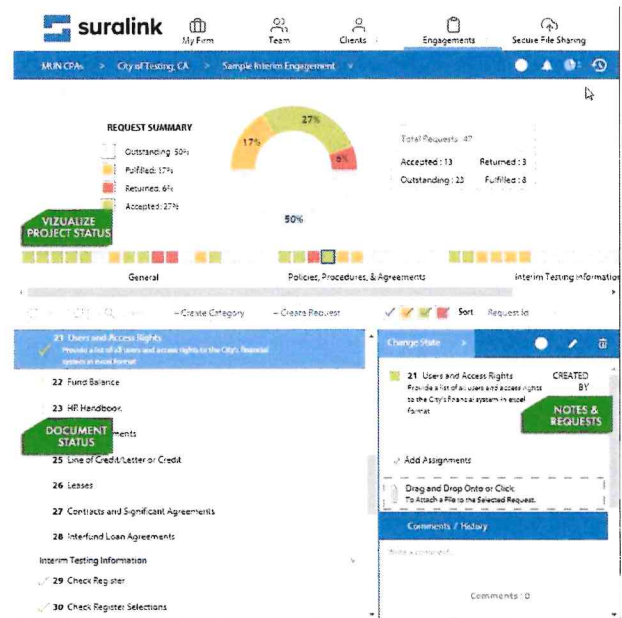


Use of Technology to Perform our Audits

We leverage two systems that help us conduct audit procedures remotely while maintaining excellence in communication, document management, records retention, and workflow.

Suralink is our secure client portal and workflow management system, designed to improve audit efficiency and streamline collaboration between the District and our engagement team. The platform centralizes all document requests in a single, secure location, provides real-time status updates, and limits access to authorized District personnel and audit staff only.

This approach eliminates the need for manual tracking spreadsheets, reduces administrative effort, and allows District staff to focus on core responsibilities. The Suralink dashboard provides clear visibility into request status, due dates, and overall progress throughout the audit.



This tool enables centralized workflow management, allowing designated users to assign and delegate requests, track activity by owner, due date, and status, and monitor progress through an intuitive dashboard. Clients also have access to reporting features and training resources through the platform's learning center.

CaseWare and CaseView are integrated engagement tools that support real-time trial balance adjustments with automatic updates to the financial statements. The software allows efficient drill-down from audit schedules to underlying account detail and enables the planning, execution, and review of the entire engagement electronically, supporting a fully paperless audit process.

CaseView is a robust reporting module that supports the review of financial statements and customized workpapers. It combines key Word and Excel functionality within a single application, enabling efficient formatting and presentation of financial information. Key advantages of CaseWare and CaseView include the following:

- **Automatic financial reports:** This refers to the ability to generate and print financial statements immediately. The numbers in the trial balance are mapped to financial statement tables and footnotes to provide robust and accurate financial statements and reports.
- **Automatic footnotes and other information:** This is the ability to format financial statement footnotes with variables (dates, amounts, etc.) that are automatically updated based upon the trial balances and appropriate work paper information.
- **Virtualization:** This provides a more consistent approach to financial statement design and a reduced risk of errors in the financial statement reports.



References

These references include contact details and the scope of work, which most closely align with the request for proposal submitted by the District. Our experience with these clients demonstrates our capability to handle similar projects effectively and deliver high-quality results. All references listed below have audits that are performed by our Sacramento Office.

Special District and Hours	Partner	Manager	Dates	Contact Information	Scope of Work
South Tahoe Public Utility District 1275 Meadow Crest Dr. South Lake Tahoe, CA 96150	Justin Williams	Susan Beeter	2016 - Present	Greg Dupree Accounting Manager (530) 543-6212 gdupree@stpud.us	- District audit - ACFR - GANN Limit - Single Audit
Amador Water Agency 12800 Ridge Road Sutter Creek, CA 95685	Justin Williams	Matt Stahli	2024 – Current	Kamiko Tsuchida Manager (916) 999 – 8527 ktsuchida@eidebailly.com	- District audit - Single Audit - SCO Report
Tahoe City Public Utility District PO Box 5249 Tahoe City, CA 96145	Erica Pastor	Juan Diaz	2012 – Present	Ryan Philpott Chief Financial Officer (530) 580-6047 rphilpott@tcpud.org	- District audit - ACFR - Single audit - GANN Limit - SCO Report

Prior Engagements with the District

MUN CPAs has not had any prior engagements with the San Benito County Water District within the last five years.

Identification of Anticipated Potential Audit Problems

The District requested in the RFP that we identify and describe any anticipated potential problems with the audit, the Firm's approach to resolving these problems and specific assistance that may be requested from the District. Based on our review of the financial statements, we do not anticipate any audit problems. However, if issues are noted during the audit process, we will use the following approach to seek a mutually agreeable resolution of accounting and reporting issues:

1. Define and understand the issue through discussion with the District's management and verified audit information.
2. Make an initial assessment of the impact of alternative accounting treatments.
3. If the impact has significant potential, gather research which may include the following: obtain the District's research and rationale for their position; gather additional details; draw on common practices within other California Special Districts or other similar sized local governments; utilize recognized Firm experts.
4. Discuss with District staff the Firm's preferred position and rationale.
5. Resolve the issue.



Price Proposal

In accordance with the Request for Proposal for Audit Services issued by the San Benito County Water District, we hereby submit the following Project Budget for the fiscal year ending June 30, 2026, through June 30, 2028.

Our fees are based on estimated hours and **discounted** hourly rates determined by each professional's level of experience.

TOTAL ALL-INCLUSIVE MAXIMUM FEE

Service	2025/26	2026/27	2027/28
District Audit and Related Reports, NOT including ACFR	\$36,500	\$36,500	\$36,500
Including ACFR preparation	\$1,800	\$1,800	\$1,800
Travel Expenses	\$0 (Remote)	\$0 (Remote)	\$0 (Remote)
Single Audit and Related Reports (only if required)	\$4,000	\$4,000	\$4,000
Grand Total for Fiscal Year (Not to Exceed) using including ACFR preparation	\$42,300	\$42,300	\$42,300

Professional Fees for Additional Services:

MUN CPAs may also furnish other accounting services, which may include advisory and system accounting services as requested by the San Benito County Water District. If the District requests additional services, either to supplement the services requested or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the District and MUN CPAs. Any such additional work agreed to between the District and MUN CPAs shall be performed at the **standard hourly rates listed below. The rates used to calculate the fees in the schedule of estimated fees on the previous page are discounted rates and are not indicative of our standard hourly rates.**

Staff Level	2025-26	2026-27	2027-28
Partners	\$400	\$400	\$400
Managers	250	250	250
Senior Staff	200	200	200
Staff	150	150	150

Billing Statement

MUN CPAs can and will comply with the District's billing requirements. Our invoices will be prepared in accordance with the terms of the engagement and will provide sufficient detail to identify the services performed, applicable billing period, personnel classifications, hours incurred, and reimbursable costs, if any. We will submit invoices on the schedule required by the District and will coordinate with District staff to ensure billing documentation is complete, accurate, and consistent with the approved contract and scope of services.

Statement on District Standard Agreement

MUN CPAs has reviewed Exhibit B, including the District's example contract terms, and can and will comply with the applicable contractual requirements if selected for this engagement. MUN CPAs will work with the District to finalize the agreement in a manner consistent with the Request for Proposal, the agreed scope of services, and all applicable professional standards, insurance, billing, indemnification, confidentiality, record retention, and performance requirements set forth by the District.



Statement of Insurance Compliance

MUN CPAs maintains insurance coverage sufficient to meet the District's requirements, including coverage for general liability, workers' compensation, employer's liability, and professional liability/errors and omissions, as applicable to the services provided under this engagement.

Conflict of Interest Statement

There are no personal or organizational conflicts of interest between MUN CPAs and San Benito County Water District.

If MUN CPAs shall enter into a professional relationship that would present a conflict of interest during the period of engagement with the District, a written notice will be presented to the District defining such conflict.

**San Benito County Water District
Agenda Transmittal**

Agenda Item:

12

Meeting Date: July 29, 2026

Submitted By: David Macdonald, P.E.

Presented By: David Macdonald, P.E.

Agenda Title: Consider Approving a Contract with GEI Consultants Inc. to Update the Inundation Maps for the Paicines and Hernandez Reservoirs and Authorize General Manager to execute all necessary documents (NTE \$34,900)

Detailed Description: In 2015, San Benito County Water District (SBCWD) was requested from the Department of Water Resources Division of Safety of Dams (DSOD) to provide Emergency Action Plans (EAP) and Inundation Maps in order to provide data to County Emergency Personnel and create a plan in the event that dam failure occurs. SBCWD contracted with GEI to help provide Inundation Maps and Emergency Action Plans that meet DSOD requirements and provide an actionable plan if a disaster occurs. The Inundation Maps and EAPs were provided in 2016. These documents were approved by DSOD in 2020.

According to section 6161(e) of the California Water Code, EAPs and inundation maps are required to be updated no less than every 10 years for dams classified as “High” hazard. The EAPs were updated in 2022 to meet additional requirements from DSOD, but the inundation maps have not been updated since 2016. SBCWD does not have the staff or modeling programs that could generate a map sufficient to meet the requirements of the DSOD. In order to meet this request, SBCWD reached out to GEI consultants who generated the original inundation map. GEI has proved competent in the past and has the knowledge and expertise to provide updated maps with technical memorandums that provide the necessary information as required by DSOD.

Staff will update the existing EAPs in an effort to be proactive in providing updates to DSOD and ensure quality plans for public safety.

Staff recommends to the Board to contract with GEI Consultants Inc. to update the Inundation maps for the Paicines and Hernandez Dams.

Financial Impact: X Yes No

Funding Source/ Recap:

300-62201-0000-02 – Zone 3 Contract Services

300-62200-0000-02 – General Engineering Services

Materials included:

Zone 3 Water Supply and Operations Committee Recommendation

Presentation on Inundation Maps

Standard Professional Contract

Proposal from GEI Consultants

Recommendation:

Approve a Contract with GEI Consultants Inc. to update the Inundation Maps for Paicines and Hernandez Dams and Authorize the General Manager to execute all necessary documents (NTE \$34,900).

Action Required: Resolution X Motion Review

Board Action

Resolution No. Motion By Second By

Ayes Abstained

Noes Absent

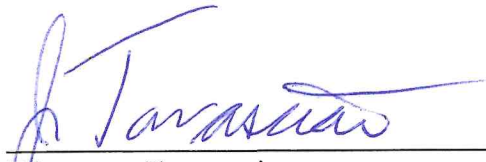
Reagendized Date No Action Taken

BOARD AGENDA MEMO

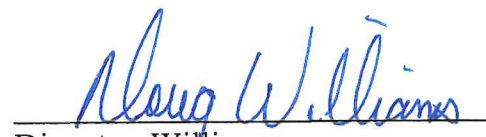
DATE: July 22, 2026
TO: Board of Directors
FROM: Zone 3 Water Supply and Operations Committee
(Tonascia/Williams)
SUBJECT: Committee Recommendation to Board to Approve of a Contract to GEI Consultants Inc. to Update the Inundation Maps for the Paicines and Hernandez Reservoirs and Authorize the General Manager to execute all necessary documents (NTE \$34,900)

The Zone 3 Water Supply and Operations Committee met on July 22, 2026 and staff reviewed the proposal from GEI Consultants, Inc. regarding the Inundation Maps for the Paicines and Hernandez Reservoirs.

The Committee recommends Board approval of a Contract to GEI Consultants Inc. to Update the Inundation Maps for the Paicines and Hernandez Reservoirs and Authorize General Manager to execute all necessary documents (NTE \$34,900)



Director Tonascia



Director Williams

Zone 3 Committee

Division of Safety of Dams - Emergency Action Plans and Inundation Maps

1

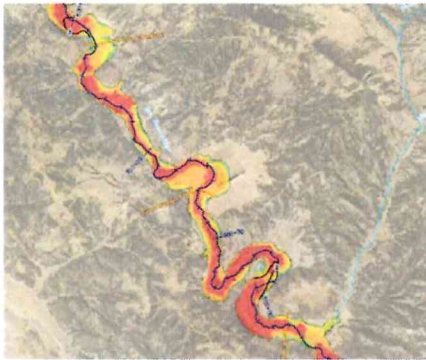
Emergency Action Plans are plans to help the District navigate a disaster.

- When an event occurs, it becomes classified as a level 1, 2, or 3 event.
- This triggers a notification process. Many agencies are notified in a class 3 event, whereas only local agencies are notified for a class 1 event.
- The different agencies have different responsibilities to assist the public in information or evacuation if necessary.
- Actions are taken to mitigate damage or failure based on which class the event is determined to be.

2



3



Inundation Maps indicate where dam failures would affect San Benito County

4

SAN BENITO COUNTY WATER DISTRICT PROFESSIONAL SERVICES CONTRACT

THIS AGREEMENT, made and entered into this 29th day of July, 2026, by and between the San Benito County Water District, ("District,") and GEI Consultants, Inc., ("Consultant").

1. Description of Project: District desires to undertake a n update to existing inundation maps, which includes, project management, hydraulic model verification, updated inundation maps, and model simulation update. ("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 - BASIC, COMPLETION SCHEDULE" 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: GEI Consultants, Inc.
11010 White Rock Road, Suite 200
Rancho Cordova, CA 95670

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

May 22, 2026



Consulting Ms. Dana Jacobson
Engineers and General Manager
Scientists San Benito County Water District
Via email: djacobson@sbcwd.ca.gov
cc: David Macdonald, dmacdonald@sbcwd.com

Subject: Proposal for Hernandez and Paicines Dams Inundation Maps Update

Dear Ms. Jacobson:

GEI Consultants, Inc. (GEI) is pleased to provide the following proposal to perform inundation mapping for Hernandez and Paicines Dams with emphasis on updating mapping without hydraulic model updates. GEI previously completed breach and inundation mapping for the subject dams and will use information, models already available, and provide adjustments to those maps and determine the need to modify any hydraulic modeling.

EXHIBIT "A"

PROJECT SCOPE AND APPROACH

GEI will use previously completed maps and models for remapping as necessary. We understand that the goal of the project is updating the existing inundation maps for both dams.

Scope tasks proposed are listed below.

Task 1 – Project Management

We will work with the San Benito County Water District (District) staff to review approach for meeting DSOD mapping update requirements. This approach will be aimed at minimizing cost and the need for new models. In addition, this task includes coordination meetings with the District, managing the project budget, scope, and schedule. Reviewing staff expenditures and project invoices to the District.

Task 2 – Hydraulic Model Verification

We have performed a preliminary review of the hydraulic models used in the most recent mapping update. The HEC-RAS models are 2D and were developed in 2015.

As noted per 23 CCR § 335.16, (California Code of Regulations Title 23) “a new model simulation must be performed if there is a significant change to the dam, critical appurtenant structures (CAS), downstream development or terrain, model assumptions, or inundation modeling state-of-practice”.

In our opinion it is likely that the inundation mapping can be completed without model updates. Both Hernandez and Paicines dam break models were performed using HEC-RAS 2D, and downstream conditions have not changed in the last 10 years to our knowledge.

We will develop a Technical Memorandum for each dam that will provide a justification if a new hydraulic model can be avoided and just update the underlying mapping.

Task 3 – Updated Inundation Maps

In accordance with 23 CCR 335.10 we will update the inundation mapping for each dam.

The most recent maps have been updated in 2016. A table is shown below with current mapping status for each dam and the number of map sheets to be updated assuming the scale is maintained the same.

We assume for this scope of work, maps will be prepared including similar detail and layout as existing maps including:

- Cross section data, labels for evacuation targets, roads, watercourses, gathering areas, road closure, and bridge deck height, symbols for habitable structures, parks and campgrounds, , and alpha-numeric grid reference margins.
- The sunny day inundation extent will be depicted.
- We can discuss mapping scales with the District if desired. The above mapping level of effort assumes the same scale as the existing maps

Task 4 – Model Simulation Update

This scope of work assumes the current hydraulic models are sufficient and will not be updated. If updates for the dams are required, we will prepare a separate scope as a change order. Model simulation would be in accordance with 23 CCR § 335.6.

ASSUMPTIONS

The estimated cost does not include updated hydraulics modelling. After reviewing the modeling results and in consultation with the District and DSOD, it will be determined if modeling should be completed. If requested, a cost estimate of the required 2D modeling will be provided.

As indicated above the estimated level of effort and cost is based on maintaining the same scale and number of map sheets.

GENERAL PROJECT SCHEDULE

Our proposed project schedule is to begin work after June 30, 2026 and complete the work by September 30, 2026.

COST ESTIMATE EXHIBIT B COMPENSATION

We estimate a total cost of \$34,800, not to be exceeded without the District's prior authorization.

Task	Dam ID	Hazard Classification	RAS Model Date	Dam Break Scenarios	Inundation Mapping Date (Main Dam)	Number of Maps Sheets	Projected Cost
Task 1 PM							\$ 4,810
Task 2 Verification							\$ 7,990
Task 3 Update Maps Paicines Res.	1025-0	High	November , 2015	Sunny Day Failure, Main Dam	March 18,2016	2	\$ 8,000
Task 3 Update Maps Hernandez Res.	1025-2	High	November, 2025	Sunny Day Failure, Main Dam	March 18,2016	6	\$ 14,000
Task 4							N/A
Total							\$ 34,800

We appreciate the opportunity to assist the District. Please contact our proposed Project Manager, Mark Fortner at 916.505.4106 or mfortner@geiconsultants.com or Principal-in-Charge, Richard Sanchez at 916.631.4579 or rsanchez@geiconsultants.com if you have questions about our proposal.

Sincerely,

GEI Consultants, Inc.



Mark Fortner, P.E., P.L.S.
Project Manager



Richard Sanchez, P.E.
Principal-in-Charge