BOARD OF DIRECTORS SAN BENITO COUNTY WATER DISTRICT

Agenda For December 18, 2024

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/81702034014?pwd=wbRD7lHp31wLkd5QYd0LZMlDYpqk69.1

Meeting ID

817 0203 4014

Passcode:

943861

Dial Only:

Dial by your location

- +1 669 444 9171 US
- +1 253 215 8782 US (Tacoma)
- +1 346 248 7799 US (Houston)
 - +1 719 359 4580 US
- +1 720 707 2699 US (Denver)
 - +1 253 205 0468 US
 - +1 360 209 5623 US
 - +1 386 347 5053 US+1 507 473 4847 US
 - +1 564 217 2000 US

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

CALL TO ORDER

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

CONSENT AGENDA:

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

- 1. Approval of Minutes for: November 20, 2024 Regular Meeting
- 2. Allowance of Claims
- 3. Acknowledgement of Paid Claims prior to the December Board Meeting
- 4. On Call Contracts Status Updates
- 5. Consider Resolution regarding Salary and Compensation for the Executive Management Group

REGULAR AGENDA

- 6. Consider Resolution Recognizing Andrew Shelton for his Service to the District
- 7. Consider Approval of Non-Financial Worksite Agreement for the San Benito County WIOA Work Experience Program
- 8. Consider Resolution Establishing an Interim Policy on Rescheduling for Rescheduling of Unused/Conserved Water
- 9. Consider Resolution Approving a Software Service Agreement with Tyler Technologies for access to Tyler's Proprietary Software Product, ERP Pro
- 10. Consider Approving the Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement
- 11. Mid Pacific Water Users Conference, January 29th through 31st, 2025 in Reno, Nevada
 - a. Consider General Manager or Designee and Director Attendance
- 12. Committee/Agency Representative Reports:
 - a. San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)
 - b. ACWA JPIA and ACWA Fall Conferences (Miller)
 - c. Administration Committee (Flores/Williams)
- 13. Monthly Operations and Maintenance Report

- 14. General Manager's Report:
 - a) Reach 1 Operations
 - b) Zone 3 Operations
 - c) Zone 6 Operations
 - d) Accelerated Drought Response Project (ADRoP)
 - e) San Luis and Delta-Mendota Water Authority Activities
 - f) City of San Juan Bautista Water Supply Plan
 - g) B F Sisk Dam Raise Project
 - h) Miscellaneous District items
- 15. Board Organization
- 16. Adjournment

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

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

November 20, 2024 Regular Meeting 5:00 p.m.

The Board of Directors of the San Benito County Water District convened in regular session on Wednesday, November 20, 2024 at 5:00 p.m. at the San Benito County Water District office at 30 Mansfield Road, Hollister, California. Members present were: President Andrew Shelton, Vice President Doug Williams and Directors Sonny Flores, Joe Tonascia and Mark Wright. Also present were General Manager Dana Jacobson, District Counsel Jeremy T. Liem, Operations and Maintenance Manager Michael Craig, Water Resources Technician II Dustin Franco, Office Specialist I Shannon Darnall, Jeff Cattaneo and Executive Assistant/Board Clerk Barbara Mauro.

CALL TO ORDER

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

- a. Pledge of Allegiance to the Flag
 - President Shelton led the Pledge of Allegiance.
- b. Roll Call

Mrs. Mauro called roll; members present were: President Shelton, Vice President Williams and Directors Flores, Tonascia and Wright.

- 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 Vice President Williams and a second by Director Tonascia, the Agenda was approved with 5 affirmative votes, Shelton, Williams, Flores, Tonascia and Wright.

e. Public Input: Members of the Public are Invited to Speak on any Matter not on the Agenda

John Freeman, who ran unopposed for the new District Division #2 Board seat, introduced himself and stated he looks forward to working with his fellow board members.

CONSENT AGENDA:

- 1. Approval of Minutes for: October 30, 2024 Regular Meeting
- 2. Allowance of Claims
- 3. Acknowledgement of Paid Claims prior to the November Board Meeting
- 4. On Call Contracts Status Updates

With no questions from the Board, a motion was made by Director Tonascia and seconded by Director Flores; the Consent Agenda was approved by 5 affirmative votes, Shelton, Williams, Flores, Tonascia and Wright.

REGULAR AGENDA

5. Consider Resolution Amending the Standard Model Conflict of Interest Code for the San Benito County Water District

Mrs. Mauro reviewed this item for the Board. She stated due to the change in the organizational chart at the Special Meeting on October 17, 2024, where the Board removed the position of Manager of Administration, Finance and Business Services and added the Assistant General Manager position, there is a need to amend the District's Conflict of Interest Code.

With a motion by Vice President Williams and a second by Director Flores, the Board of Directors approved Resolution #2024-45, A Resolution of the Board of Directors of the San Benito County Water District Amending the Standard Model Conflict of Interest Code for the San Benito County Water District by 5 affirmative votes, Shelton, Williams, Flores, Tonascia and Wright.

6. Consider setting the September, November and December Board Meeting dates for 2025

Mrs. Mauro reviewed this item for the Board. Staff is recommending moving the November and December Board Meeting dates in 2025, due to the holidays. She further added there was not a conflict in September between the board meeting and the San Benito County Fair.

With a motion by Director Tonascia and a second by Vice President Williams, the Board of Directors approved setting the November 2025 meeting to November 19, 2025 and the December 2025 meeting to December 17, 2025 by 5 affirmative votes, Shelton, Williams, Flores, Tonascia and Wright.

7. Consider Approving the Draft Terms of Agreement Relative to an Anticipated Amendment to the Water Supply and Treatment Agreement

Mr. Jacobson stated there is some urgency for this item, as it will be the foundation for the Amendment to the Water Supply and Treatment Agreement. He further added Jeff Cattaneo will review this item for the Board.

Mr. Cattaneo stated this project with San Juan Bautista, goes back to approximately 2000, trying to help solve their water issue. The Draft Terms of Agreement addresses the pipeline from the West Hills WTP to San Juan Bautista and the addition of the ADRoP Project. Amending the Water Supply and Treatment Agreement will be adding San Juan Bautista as well as the ADRoP Project. Currently the City of Hollister (COH), Sunnyslope County Water District (SSCWD) and the City of San Juan Bautista (COSJB) are also reviewing this document.

Mr. Cattaneo reviewed how San Juan Bautista will be added, based on the percentage of capacity they buy into. He further discussed the repayment schedule, which will match that of the COH and SSCWD. Mr. Cattaneo also discussed the Capital Replacement Fee and how that will be handled with the addition of San Juan Bautista.

Regarding the operation of the two water treatment plants, there are fixed costs, which will be divided up by capacity and variable costs which are aggregated based on the

amount of finished water delivered. The District will also make a non-reimbursable contribution to San Juan, based on the capacity they agree on.

Director Tonascia asked if there are meetings scheduled with the other agencies and will the numbers be included. Mr. Cattaneo stated yes, there are meetings scheduled and he will update the numbers with all of the current information.

Mr. Cattaneo then reviewed the ADRoP Project on financing and the change in operations. All M&I users will pay the principal portion and the District will pay the interest portion. In January 2023, the Board adopted rates which included the reliability fee, which is a per acre foot fee. This fee will remain in place until the debt has been retired, but it does not have a fixed date. He further reviewed how the ADRoP Project operations will work in wet and dry years and stated because the District will be utilizing the COH facilities, there will be a separate agreement with them to acknowledge these costs. Because of the grant funding, the project did pivot but there will be a treatment plant on site later. Mr. Cattaneo added the expansion of West Hills had to be done first for timing purposes.

For the Water Supply and Treatment Agreement Amendment, Mr. Cattaneo has contacted Dan O'Hanlon at Kronick, Moscovitz, Tiedemann and Girard to work on this amendment. Director Wright asked when the District is reimbursed for the water that is injected. Mr. Cattaneo stated the user is charged only when water is delivered.

Richard Bettencourt, a member of the audience, asked who determines when it's a drought year. Mr. Cattaneo stated the state and federal governments, but also if we receive less than 50% of our M & I Contract it is considered a drought year.

8. Committee/Agency Representative Reports:

a. San Luis and Delta-Mendota Water Authority (Tonascia/Jacobson)

As per Director Tonascia, there was a lot of discussion following the recent election. He will let Mr. Jacobson give more details in his report.

b. Finance Committee (Shelton/Tonascia)

As per Directors Shelton and Tonascia, they discussed the 1st Quarter Report and the need for a new enterprise software which Mr. Miller will look into.

c. Governance Committee(Flores*/Tonascia)

As per Directors Flores and Tonascia, the Term Sheet was discussed.

9. Monthly Operations and Maintenance Report

Mr. Craig showed several photos of the new valve installed at Hernandez, which has all new stainless-steel parts. He discussed how the project went and that everything was tested. He further stated he was very proud of the maintenance staff; it was a great accomplishment.

10. General Manager's Report:

a) Reach 1 Operations

Mr. Jacobson reported there was a quarterly meeting on November 12, 2024. At the Pacheco Pumping Plant, they plan to change out 1 pump. Our district asked why not

try to do two. Mr. Jacobson further reported our staff asked for a financial analysis of this repair work.

b) Zone 3 Operations

Mr. Jacobson reported Mr. Craig covered Hernandez Reservoir. Additionally, District staff also performed repair work on the Paicines Canal, which he noted also has a silt build-up which will need to be addressed.

c) Zone 6 Operations

Mr. Jacobson reported there are two capital improvement projects that will be done during the winter which will be replacing 2 16" cla valves in Sub 4 and Sub 7.

d) Accelerated Drought Response Project (ADRoP)

Mr. Jacobson reported on November 14, 2024, the District opened bids for the West Hills WTP Expansion. Three bids were received and Overaa is the apparent low bidder. The District is anticipating a special meeting on December 9th to approve the contract for this work. Mr. Jacobson further reported he has signed a contract for well site appraisal, which is needed for the project.

e) San Luis and Delta-Mendota Water Authority Activities

Mr. Jacobson reported the Authority has an amendment to the JPA, which was put in place in 1992. This amendment cleans up some issues with Friant and he feels it is a fair deal. Seventeen members have already approved it. This will be on the December agenda. Also, he further reported that sometime this winter, there will be an activity agreement adding a fee for water purchases, related to the protection of the ECO System. Scott Petersen, from the Authority, will likely make a presentation to the Board perhaps in February 2025.

f) City of San Juan Bautista Water Supply Plan

Mr. Jacobson reported this has already been covered.

g) B F Sisk Dam Raise Project

Mr. Jacobson reported on November 13th, there was a presentation in Washington D.C. where the initial agreement was signed. There is another negotiation meeting scheduled this Friday and an interim decision will need to be made regarding cost. The initial cost is \$4 million, which our share would be \$220,000. A decision will likely be needed from the Board in February 2025.

h) Miscellaneous District items

Mr. Jacobson reported, while the District will acknowledge his service at our December board meeting, he thanked Andrew Shelton for his service to the District, as this is his last board meeting.

11. Adjournment

With no further business to discuss, the meeting was adjourned at 5:55 p.m.

	Doug Williams, Vice Presider
Barbara L. Mauro, Executive Assistant/Bo	

System: User Date:

12/13/202 9:23:32 A 12/13/202

San Benito County Water District COMPUTER CHECK REGISTER Payables Management

Page: User ID:

1

Leilani

Batch ID:

CK121824

Batch Comment:

Audit Trail Code:

PMCHK00001053

12/18/2024 Posting Date:

Checkbook: UB-CKG * Voided Checks

Check #	Date Pa	ayment Number	Vendor ID	Check Name	Amount
0059192	12/18/2024	033109	A1JAN	A-1 Services	\$972.00
0059193	12/18/2024	033110	ATOOL	A Tool Shed	\$142.24
0059194	12/18/2024	033111	B&SSU	B&S Supply	\$177.42
0059195	12/18/2024	033112	BEFOR	Before the Movie Inc	\$438.00
0059196	12/18/2024	033113	BRIGA	Brigantino Irrigation	\$12,802.10
0059197	12/18/2024	033114	CELLU	Cellular Controlled Products	\$195.00
0059198	12/18/2024	033115	CINTA	Cintas Corporation	\$1,477.93
0059199	12/18/2024	033116	CMANA	CM Analytical Inc	\$240.00
0059200	12/18/2024	033117	CSDSI	California Surveying & Drafting Supply	\$7,575.53
0059201	12/18/2024	033118	CUPER	Eric Bocanegra	\$6,250.00
0059202	12/18/2024	033119	DAHL	DAHL Consultants	\$4,080.00
0059203	12/18/2024	033120	DASSE	Dassel's Petroleum Inc	\$104.53
0059204	12/18/2024	033121	DATAF	Dataflow Business Systems Inc	\$554.54
0059205	12/18/2024	033122	EBCO	EBCO Pest Control	\$66.00
0059206	12/18/2024	033123	EDGES	Edges Electrical Group	\$2,691.84
0059207	12/18/2024	033124	ELCCO	ELC Consulting	\$11,083.24
0059208	12/18/2024	033125	FASTE	Fastenal Company	\$1,836.98
0059209	12/18/2024	033126	FIBER	Fiber Glass Systems LP	\$29,030.68
0059210	12/18/2024	033127	FOSTE	Foster & Foster Inc	\$1,700.00
0059211	12/18/2024	033128	GROSS	Grossmayer & Associates	\$145.00
0059212	12/18/2024	033129	GUTIE	Gutierrez Consultants	\$28,700.00
0059213	12/18/2024	033130	HANSE	Hanson Crane Service	\$1,800.00
0059214	12/18/2024	033131	HAUTO	Hollister Auto Parts Inc	\$156.71
0059215	12/18/2024	033132	HDRENG	HDR Engineering Inc	\$395,292.16
0059216	12/18/2024	033133	ICONI	ICONIX Waterworks Inc	\$3,639.25
0059217	12/18/2024	033134	INDEP	Independent Business Forms Inc	\$539.85
0059218	12/18/2024	033135	JOHNS	Johnson Lumber Company	\$200.06
0059219	12/18/2024	033136	JUDYS	Judy's Gifts & Awards	\$151.55
0059220	12/18/2024	033137	KENNE	Kennedy/Jenks Consultants Inc.	\$15,513.75
0059221	12/18/2024	033138	LANDS	Landscape Design by Rosemary Bridwell (\$400.00
0059222	12/18/2024	033139	LIEBE	Liebert Cassidy Whitmore	\$1,035.00
0059223	12/18/2024	033140	MARKN	Mark Nicholson Inc	\$4,520.14
0059224	12/18/2024	033141	MCGIL	McGilloway Ray Brown & Kaufman	\$5,775.00
0059225	12/18/2024	033142	MCKIN	McKinnon Lumber Inc	\$227.46
0059226	12/18/2024	033143	MCMAS	McMaster-Carr Supply Co	\$106.62
0059227	12/18/2024	033144	MISSIO	Mission Village Voice Media LLC	\$340.00
0059228	12/18/2024	033145	PALAC	Palace Business Solutions	\$283.11
0059229	12/18/2024		PATDA	Pat Davis Design Group Inc.	\$380.00
0059230	12/18/2024	033148	RAFTE	Raftelis	\$1,327.50
0059231	12/18/2024	033149	RESER	Reserve Account	\$1,000.00
0059232	12/18/2024		ROSSI	Rossi's Tire & Auto Service	\$40.00
0059233	12/18/2024		SCVWD	Santa Clara Valley Water Dist	\$82,110.65
0059234	12/18/2024		SENTR	Sentry Alarm Systems	\$120.00
0059235	12/18/2024		SHRED	Shred-it	\$191.43
0059236	12/18/2024		SJELE	SJ Electro Systems Inc	\$51,585.30
0059237	12/18/2024		SPEEDEE	SpeeDee Oil Change and Tune Up	\$135.48
0059238	12/18/2024		SPURZ	Spurzem & Liem LLP	\$4,900.00

System: User Date: 12/13/202 9:23:3. 12/13/2024 San Benito County Water District COMPUTER CHECK REGISTER

Page: User ID: 2 Leilani

* Voided Checks

Check #	Date Pa	yment Number	Vendor ID	Check Name	Amount
0059239	12/18/2024	033157	SSCWD-TP	Sunnyslope County Water District	\$263,870.99
0059240	12/18/2024	033158	SUNBE	Sunbelt Rentals, Inc	\$4,292.26
0059241	12/18/2024	033159	THOMS	Thomson Rueters-West	\$606.20
0059242	12/18/2024	033160	TODDE	Todd Groundwater	\$5,166.33
0059243	12/18/2024	033161	TOROP	Toro Petroleum Corporation	\$3,320.03
0059244	12/18/2024	033162	TURBO	Turbo Time Welding	\$2,625.00
0059245	12/18/2024	033163	USBNK-CC	US Bank Corporation	\$14,396.29
0059246	12/18/2024	033164	USBR-LA	Bureau of Reclamation	\$971,075.77
0059247	12/18/2024	033165	WIENH	Wienhoff & Associates Inc.	\$255.00
0059248	12/18/2024	033166	ZEIAL	Alan Zeisbrich	\$4,092.50

Total Checks:

57

Checks Total:

\$1,951,734.42

12-13: 1024

System: User Date: 12/13/202 9:23:3. 12/13/2024 San Benito County Water District COMPUTER CHECK REGISTER

Page: User ID: 3

: Leilani

* Voided Checks

Check #

Date F

Payment Number

Vendor ID

Check Name

Amount

STATE OF CALIFORNIA COUNTY OF SAN BENITO

I DO HEREBY CERTIFY, UNDER THE PENALTY OF PERJURY AT HOLLISTER, CALIFORNIA THIS 18TH DAY OF DECEMBER 2024 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.

Prepared by: Assistant General Manager

Submitted by: General Manager

APPROVED BY BOARD OF DIRECTORS O	N:
	Date
	President

Payment Fund Responsibility

Page 1 of 18

Payment#	Date	C	Check Total		dor ID	Vendor Nan			
033109	12/13/2024		\$972.00	A1	JAN	A-1 Services			005000
Voucher:	051344	Invoice:	4981				/2024 Janitorial Services	Doc Amt:	\$972.00
	Alloca		-	54.00		5-0000-563-06	CS-Maint 10/5/85		
	Alloca			27.00		5-0000-563-06	CS-Maint 10/5/85		
	Alloca	tions:	543	59.00	600-6275	5-0000-563-06	CS-Maint 10/5/85		
	Allocat	tions:	© /	13.20	100-6275	5-0000-563-06	CS-Maint 10/5/85		
	Allocal		-	21.60		5-0000-563-06	CS-Maint 10/5/85		
	Allocat		-			5-0000-563-06	CS-Maint 10/5/85		
	Allocal		٥٥٥	77.20	000-0273	000-303-00	Co-Waint 10/3/03		
Payment R	esponsibilities:								
Fund 000: \$0.	.00	Fund	100: \$97.20		Fun	nd 300: \$48.60	Fund 600: \$826.20		
Fund 700	: \$0.00	Fu	nd 803:\$0.00						
Payment#	Date	С	heck Total	Ven	dor ID	Vendor Nam	e		
033110	12/13/2024	_	\$142.24		OOL	A Tool Shed			
Voucher:	051360	Invoice:	1723455-7				/2024 Maintenance Equipment Rental	Doc Amt:	\$142.24
vouciici.	Allocat		.,	2.24	-	1272 1-0920-542	Tool & Equipment Rental-Subsystem		+ - · ·
	/ inocat		ΨΙΤ	-, ∙τ	500 0150	- Upau U 14	wagarpinene steinin sucujutun		
Fund 700:	CO 00		1 000 00 00						
	Date		nd 803:\$0.00	Ven	dor ID	Vendor Nam	e		
Payment#	Date						e		
Payment# 033111	Date 12/13/2024	C	heck Total \$177.42		SSU	B&S Supply		Doc Amt:	\$177.42
Payment#	Date 12/13/2024	Cl Invoice:	heck Total \$177.42 2736	В&	SSU I	B&S Supply	e 2/2024 Maintenance Supplies Supplies-TM	Doc Amt:	\$177.42
Payment# 033111 Voucher:	Date 12/13/2024 051296 Allocati	Cl Invoice:	heck Total \$177.42 2736	В&	SSU I	B&S Supply Date: 11/12	2/2024 Maintenance Supplies	Doc Amt:	\$177.42
Payment# 033111 Voucher:	Date 12/13/2024 051296 Allocati	Cl Invoice: ions:	heck Total \$177.42 2736 \$17	В&	I 600-6320	B&S Supply Date: 11/12	2/2024 Maintenance Supplies	Doc Amt:	\$177.42
Payment# 033111 Voucher: Payment Refund 000: \$0.0	Date 12/13/2024 051296 Allocati esponsibilities:	Cl Invoice: ions:	heck Total \$177.42 2736 \$17	В&	I 600-6320	B&S Supply Date: 11/12 -0000-542	2/2024 Maintenance Supplies Supplies-TM	Doc Amt:	\$177.42
Payment# 033111 Voucher:	Date 12/13/2024 051296 Allocati esponsibilities:	Cl Invoice: ions:	heck Total \$177.42 2736 \$17	В&	I 600-6320	B&S Supply Date: 11/12 -0000-542	2/2024 Maintenance Supplies Supplies-TM	Doc Amt:	\$177.42
Payment# 033111 Voucher: Payment Refund 000: \$0.0	Date 12/13/2024 051296 Allocati esponsibilities:	Cl Invoice: ions:	heck Total \$177.42 2736 \$17	В&	I 600-6320	B&S Supply Date: 11/12 -0000-542	2/2024 Maintenance Supplies Supplies-TM	Doc Amt:	\$177.42
Payment# 033111 Voucher: Payment Reund 000: \$0.0	Date 12/13/2024 051296 Allocati esponsibilities:	Invoice: ions: Fund 1	heck Total \$177.42 2736 \$17	B&	I 600-6320	B&S Supply Date: 11/12 -0000-542	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42	Doc Amt:	\$177.42
Payment# 033111 Voucher: Payment Re Fund 000: \$0. Fund 700:	Date 12/13/2024 051296 Allocation esponsibilities: 00 \$0.00	Invoice: ions: Fund 1	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00	B& 7.42	I 600-6320 Fun	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42	Doc Amt:	\$177.42
Payment# 033111 Voucher: Payment Refund 000: \$0. Fund 700: Payment# 033112	Date 12/13/2024 051296 Allocati esponsibilities: 00 \$0.00 Date 12/13/2024	Ci Invoice: ions: Fund i Fur Ci	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00	B& 7.42	Funder ID	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Name Before the M	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42	Doc Amt:	\$177.42 \$438.00
Payment# 033111 Voucher: Payment Refund 000: \$0. Fund 700: Payment# 033112	Date 12/13/2024 051296 Allocati esponsibilities: 00 \$0.00 Date 12/13/2024	Cl Invoice: ions: Fund : Fur Cl	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00 heck Total \$438.00 50308	7.42 Vene BE	Funder ID	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Name Before the M Date: 12/1/	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42 e tovie Inc	-	
Payment# 033111 Voucher: Payment Refund 000: \$0. Fund 700: Payment# 033112	Date 12/13/2024 051296 Allocati esponsibilities: 00 \$0.00 Date 12/13/2024	Cl Invoice: ions: Fund : Fur Cl	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00 heck Total \$438.00 50308	7.42 Vene BE	Funder ID	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Name Before the M Date: 12/1/	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42 e fovie Inc 2024 On-Screen Ad	-	
Payment# 033111 Voucher: Payment Refund 000: \$0. Fund 700: Payment# 033112 Voucher:	Date 12/13/2024 051296 Allocati esponsibilities: 00 \$0.00 Date 12/13/2024 051345 Allocati	Cl Invoice: ions: Fund : Fur Cl	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00 heck Total \$438.00 50308	7.42 Vene BE	Funder ID	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Name Before the M Date: 12/1/	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42 e fovie Inc 2024 On-Screen Ad	-	
Payment# 033111 Voucher: Payment Refund 000: \$0. Fund 700: Payment# 033112 Voucher:	Date 12/13/2024 051296 Allocati esponsibilities: 00 \$0.00 Date 12/13/2024 051345 Allocati	Cl Invoice: ions: Fund i Fur Cl Invoice: ions:	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00 heck Total \$438.00 50308	7.42 Vene BE	Fundor ID FOR E803-6865-	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Nam Before the M Date: 12/1/ -0000-562	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42 e tovie Inc 2024 On-Screen Ad Advertising/Public Info (PI)	-	
Payment# 033111 Voucher: Payment Reund 000: \$0. Fund 700: Payment# 033112 Voucher:	Date 12/13/2024 051296 Allocati esponsibilities: 00 \$0.00 Date 12/13/2024 051345 Allocati	Cl Invoice: ions: Fund i Fur Cl Invoice: ions:	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00 heck Total \$438.00 50308	7.42 Vene BE	Fundor ID FOR E803-6865-	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Name Before the M Date: 12/1/	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42 e fovie Inc 2024 On-Screen Ad	-	
Payment# 033111 Voucher: Payment Reund 000: \$0. Fund 700: Payment# 033112 Voucher:	Date 12/13/2024 051296 Allocati esponsibilities: 00 \$0.00 Date 12/13/2024 051345 Allocati esponsibilities:	Invoice: ions: Fund 1 Fur CI Invoice: ons:	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00 heck Total \$438.00 50308	8& 7.42 Vena BE	Fundor ID FOR E803-6865-	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Nam Before the M Date: 12/1/ -0000-562	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42 e tovie Inc 2024 On-Screen Ad Advertising/Public Info (PI)	-	
Payment# 033111 Voucher: Payment Refund 000: \$0.0 Fund 700: Payment# 033112 Voucher: Payment Refund 000: \$0.0	Date 12/13/2024 051296 Allocati esponsibilities: 00 \$0.00 Date 12/13/2024 051345 Allocati esponsibilities:	Invoice: ions: Fund 1 Fur CI Invoice: ons:	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00 heck Total \$438.00 50308 \$43:	8& 7.42 Vena BE	Fundor ID FOR E803-6865-	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Nam Before the M Date: 12/1/ -0000-562	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42 e tovie Inc 2024 On-Screen Ad Advertising/Public Info (PI)	-	
Payment# 033111 Voucher: Payment Refund 000: \$0.0 Fund 700: Payment# 033112 Voucher: Payment Refund 000: \$0.0 Fund 700:	Date 12/13/2024 051296	Invoice: ions: Fund 1 Fur Fund 1 Fund 1	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00 heck Total \$438.00 50308 \$433 100: \$0.00 and 803:\$438.00	8& 7.42 Venn BE 8.00	Funder ID FOR E 803-6865-	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Name Before the M Date: 12/1/ -0000-562 d 300: \$0.00	2/2024 Maintenance Supplies Supplies-TM Fund 600: \$177.42 e fovie Inc 2024 On-Screen Ad Advertising/Public Info (PI) Fund 600: \$0.00	-	
Payment# 033111 Voucher: Payment Refund 000: \$0.6 Fund 700: Payment# 033112 Voucher: Payment Refund 000: \$0.6 Fund 700:	Date 12/13/2024 051296 Allocati esponsibilities: 00 \$0.00 Date 12/13/2024 051345 Allocati esponsibilities: 00 \$0.00 Date	Invoice: ions: Fund 1 Invoice: ions: Fund 1 Fund 1 Fund 1	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00 heck Total \$438.00 50308 \$436 \$436 \$436 \$436 \$436 \$436 \$436 \$436	8& 7.42 Vene BE 8.00	Fundar ID FOR E803-6865-	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Name Before the M Date: 12/1/ -0000-562 d 300: \$0.00	e fovie Inc 2024 On-Screen Ad Advertising/Public Info (PI) Fund 600: \$0.00	-	
Payment# 033111 Voucher: Payment Refund 000: \$0.6 Fund 700: Payment# 033112 Voucher: Payment Refund 000: \$0.6 Fund 700: Payment Refund 700: Payment# 033113	Date 12/13/2024 051296	Clarence Character Charact	heck Total \$177.42 2736 \$17 100: \$0.00 and 803:\$0.00 heck Total \$438.00 50308 \$433 100: \$0.00 and 803:\$438.00	8& 7.42 Vene BE 8.00 Venc BR	Fundar ID FOR FUNDAR FU	B&S Supply Date: 11/12 -0000-542 d 300: \$0.00 Vendor Name Before the M Date: 12/1/ -0000-562 d 300: \$0.00 Vendor Name Brigantino Ir	e fovie Inc 2024 On-Screen Ad Advertising/Public Info (PI) Fund 600: \$0.00	-	

Voucher:	05138	1 Invoice: Allocations:		Date: 600-6320-0920-542	11/20/2024 Maintenance Supplies Supplies-TM - Subsystem Breaks	Doc Amt:	\$1,992.85
Voucher:	051383	2 Invoice: Allocations:	220000092505 \$910.62	Date: 600-6275-0918-551	11/22/2024 Maintenance Supplies CS - Meters-Downsizing labor/parts	Doc Amt:	\$910.62
Voucher:	051383	Invoice: Allocations:	INV-24423 \$7,907.25	Date: 600-6321-0000-542	11/20/2024 Maintenance Equipment Supplies-Structure Equip TDM	Doc Amt:	\$7,907.25
Voucher:	051440	Invoice: Allocations:	220000093615 \$341.38	Date: 600-6320-0920-542	12/11/2024 Maintenance Supplies Supplies-TM - Subsystem Breaks	Doc Amt:	\$341.38
Payment I Fund 000: \$0 Fund 700	0.00	Fund	100: \$0.00 and 803:\$0.00	Fund 300: \$0.0	Fund 600: \$12,802.10		
Payment#	Da	ite (Check Total Ver	ıdor ID Vendor	Name		
033114	12/13	/2024	\$195.00 C	ELLU Cellula	r Controlled Products		
Voucher:	051287	Invoice: Allocations:	0094803-IN \$195.00	Date: 600-6820-0000-562	12/1/2024 Quarterly Service Dues and Fee	Doc Amt:	\$195.00
Payment F Fund 000: \$0 Fund 700	.00	Fund	100: \$0.00 and 803:\$0.00	Fund 300: \$0.0	Fund 600: \$195.00		
Payment#	Da			dor ID Vendor			
033115	12/13/				Corporation	D	\$156.46
Voucher:	051289	Invoice: Allocations: Allocations: Allocations:	4212044040 \$15.65 \$7.82 \$132.99	Date: 100-6275-0000-563- 300-6275-0000-563- 600-6275-0000-563-	06 CS-Maint 10/5/85	Doc Amt:	\$130.40
Voucher:	051331	Invoice: Allocations:	4212897472 \$15.65	Date: 100-6275-0000-563-0	11/26/2024 Weekly Service 06 CS-Maint 10/5/85	Doc Amt:	\$156.46
		Allocations:		300-6275-0000-563-6 600-6275-0000-563-6			
Voucher:	051431	Allocations:	\$132.99 1905254696	600-6275-0000-563-6		Doc Amt:	\$1,037.82
Voucher:		Allocations: Allocations: Invoice:	\$132.99 1905254696 \$872.24	600-6275-0000-563-0 Date:	CS-Maint 10/5/85 11/6/2024 Employee Safety Boots		\$1,037.82
Voucher:		Allocations: Allocations: Invoice: Allocations:	\$132.99 1905254696 \$872.24 \$112.83	Date: 600-6197-0000-565	CS-Maint 10/5/85 11/6/2024 Employee Safety Boots Personal Equipment/Uniform	d	\$1,037.82
Voucher:	051432	Allocations: Allocations: Invoice: Allocations:	\$132.99 1905254696 \$872.24 \$112.83 \$52.75	Date: 600-6197-0000-565 100-1209-0000-137	CS-Maint 10/5/85 11/6/2024 Employee Safety Boots Personal Equipment/Uniform Accounts Receivable-Employee Relate	d	\$1,037.82 -\$185.73

Allocations: \$15.65 100-6275-0000-563-06 CS-Maint 10/5/85 Allocations: \$7.82 300-6275-0000-563-06 CS-Maint 10/5/85 Allocations: CS-Maint 10/5/85 \$132.99 600-6275-0000-563-06 \$156.46 Voucher: 051443 Invoice: 4214190664 Date: 12/10/2024 Weekly Service Doc Amt: Allocations: 100-6275-0000-563-06 CS-Maint 10/5/85 \$15.65 Allocations: \$7.82 300-6275-0000-563-06 CS-Maint 10/5/85 \$132.99 600-6275-0000-563-06 CS-Maint 10/5/85 Allocations: Payment Responsibilities: Fund 000: \$0.00 Fund 300: \$31.29 Fund 600: \$1,218.47 Fund 100: \$228.16 Fund 700: \$0.00 Fund 803:\$0.00 Vendor ID **Check Total** Payment# Date Vendor Name 033116 12/13/2024 \$240.00 **CMANA** CM Analytical Inc Doc Amt: \$240.00 051346 83505 Date: 11/1/2024 Water Quality Testing Voucher: Invoice: Allocations: \$240.00 600-6270-0000-541 CS-Operations-TO Payment Responsibilities: Fund 600: \$240.00 Fund 300: \$0.00 Fund 000: \$0.00 Fund 100: \$0.00 Fund 700: \$0.00 Fund 803:\$0.00 Payment# Date **Check Total** Vendor ID Vendor Name 033117 12/13/2024 \$7,575.53 **CSDSI** California Surveying & Drafting Supp Doc Amt: \$4,932.90 Voucher: 051358 Invoice: 91505868 Date: 11/24/2024 Engineering Supplies Allocations: \$4,932.90 700-6240-0160-511 CS-Annual Grwtr Report-SSO 12/9/2024 Engineering Supplies Doc Amt: \$2,642.63 Voucher: 051438 Invoice: 91509996 Date: \$2,642.63 700-6240-0160-511 CS-Annual Grwtr Report-SSO Allocations: Payment Responsibilities: Fund 300: \$0.00 Fund 600: \$0.00 Fund 000: \$0.00 Fund 100: \$0.00 Fund 700: \$7,575.53 Fund 803:\$0.00 **Check Total** Vendor ID Vendor Name Payment# Date 033118 12/13/2024 \$6,250.00 **CUPER Cupertino Marketing** Doc Amt: \$1,650.00 12/4/2024 Social Media Ads 1322 Date: Voucher: 051361 Invoice: Advertising/Public Info (PI) . Allocations: \$1,650.00 803-6865-0000-562 \$4,600.00 12/4/2024 Commercial TV Advertising Doc Amt: 1321 Date: Voucher: 051368 Invoice: \$4,600.00 803-6865-0000-562 Advertising/Public Info (PI) Allocations: Payment Responsibilities: Fund 600: \$0.00 Fund 300: \$0.00 Fund 000: \$0.00 Fund 100: \$0.00 Fund 803:\$6,250.00 Fund 700: \$0.00 Vendor ID Vendor Name Check Total Payment# Date

DAHL Consultants

Date:

11/18/2024 Project Management for ADRoP

Doc Amt:

\$1,680.00

\$4,080.00

1463

Invoice:

033119

Voucher:

12/13/2024

051446

DAHL

Allocations:

Allocations:

\$1,680.00 600-1351-0168-151

\$2,400.00 600-1351-0168-151

Pajaro Watershed IRWMP

Pajaro Watershed IRWMP

Voucher:

051447

Invoice: 1471

Date:

12/10/2024 Project Management for ADRoP Doc Amt:

\$2,400.00

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$4,080.00

Fund 700: \$0.00

Fund 803:\$0.00

Payment#
033120
Voucher:

Date 12/13/2024 **Check Total** \$104.53

Vendor ID

Vendor Name

DASSE

Dassel's Petroleum Inc

051332 Allocations:

Invoice: 8072417

Date: \$43.44 600-6320-0000-562

11/13/2024 Gas Can Fuel

Doc Amt:

\$43.44

Voucher:

051362

Invoice: 8202313

Date:

12/2/2024 Vehicle Fuel Bill

Supplies-GA

Doc Amt:

Allocations:

\$61.09 600-6465-0000-562

Vehicle Fuel-GA

\$61.09

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$104.53

Fund 700: \$0.00

Fund 803:\$0.00

Payment#	Date	(Check Total	Ver	ndor ID	Vendor N	ame			
033121	12/13/2024		\$554.54	DA	ATAF I	Dataflow	Business Systems Inc			
Voucher:	051290	Invoice:	405958		Date	: 11	/13/2024 Copier Lease		Doc Amt:	\$167.96
	Alloca	tions:		\$16.80	100-6450-00	00-562-06	Tool & Equipment	Rental GA 10/5/85		
	Alloca	tions:		\$8.40	300-6450-000	00-562-06	Tool & Equipment	Rental GA 10/5/85		
	Alloca	tions:	\$	142.77	600-6450-000	00-562-06	Tool & Equipment	Rental GA 10/5/85		
Voucher:	051420	Invoice:	408135		Date	: 12	/9/2024 Copier Lease		Doc Amt:	\$386.58
	Allocat	ions:		\$16.80	100-6450-000	00-562-06	Tool & Equipment	Rental GA 10/5/85		
	Allocat	ions:		\$8.40	300-6450-000	00-562-06	Tool & Equipment	Rental GA 10/5/85		
	Allocat	ions:	\$	142.77	600-6450-000	00-562-06	Tool & Equipment	Rental GA 10/5/85		
	Allocat	ions:	5	\$21.86	100-6275-000	0-563-06	CS-Maint 10/5/85			
	Allocat	:	•	\$10.93	300-6275-000	0-563-06	CS-Maint 10/5/85			
	Anocat	ions:	4				00 11141111 1015105			

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$55.45

Fund 300: \$27.73

Fund 600: \$471.36

Fund 700: \$0.00

Fund 803:\$0.00

Payment#	Date	•	Check Total	Ver	dor ID	Vendo	r Nam	e ·		
033122	12/13/2024		\$66.00	EF	3CO	EBCC	Pest (Control		
Voucher:	051371	Invoice:	22714			Date:	12/1	/2024 Monthly Pest Control	Doc Amt:	\$66.00
	Alloca	tions:		\$6.60	100-627	75-0000-563	-06	CS-Maint 10/5/85		
	Alloca	tions:		\$3.30	300-627	75-0000-563	-06	CS-Maint 10/5/85		
	Alloca	tions:		\$56.10	600-627	75-0000-563	-06	CS-Maint 10/5/85		

Fund 700: \$0.00

Fund 000: \$0.00

Fund 100: \$6.60

Fund 803:\$0.00

Fund 300: \$3.30

Fund 600: \$56.10

Payment#	Date	•	Check T	Total Vo	endor ID	Vendo	r Name	:		
033123	12/13/2024	l	\$2,69	1.84 E	DGES	Edges	Electri	cal Group		
Voucher:	051363 Allo	Invoice: cations:	S6292	2302.001 \$2,404.08	600-632	Date: 21-0000-522	11/21	/2024 Electrical Supplies Supplies - Structure Equipment PM	Doc Amt:	\$2,404.08 ·
Voucher:	051421 Allo	Invoice: cations:	S6319	9033.001 \$135.32	600-632	Date: 21-0000-542		2024 Electrical Supplies Supplies-Structure Equip TDM	Doc Amt:	\$135.32
Voucher:	051422 Allo	Invoice: cations:	S6319	9033.002 \$152.44	600-632	Date: 21-0000-542		2024 Electrical Supplies Supplies-Structure Equip TDM	Doc Amt:	\$152.44
Payment F	Lesponsibilitie	s:								
Fund 000: \$0	.00	Fund	100: \$0	0.00	Fu	and 300: \$0.	00	Fund 600: \$2,691.84		
Fund 700	: \$0.00	Ft	and 803:	:\$0.00						-
Payment#	Date	(Check T	otal Ve	ndor ID	Vendor	- Name			
033124	12/13/2024		\$11,083	.24 E	LCCO	ELC C	onsulti	ng		
Voucher:	051291	Invoice:	9973			Date:	11/18/	2024 Monthly Service Agreement	Doc Amt:	\$135.00
	Alloc	ations:		\$13.50	100-626	0-0000-563		CS-Computer (10/5/85)		
	Alloc	ations:		\$6.75	300-626	0-0000-563	-06	CS-Computer (10/5/85)		
	Alloc	ations:		\$114.75	600-626	0-0000-563	-06	CS-Computer (10/5/85)		
Voucher:	051292	Invoice:	9968			Date:	11/18/	2024 Computer Equipment	Doc Amt:	\$2,471.24
	Alloc	ations:		\$247.12	100-644	0-0000-562-	-06	Office Furn/Equipment Purchase 10	/5/85	
	Alloc	ations:		\$123.56	300-644	0-0000-562-	-06	Office Furn/Equipment Purchase 10	/5/85	
	Alloc	ations:		\$2,100.55	600-644	0-0000-562-	-06	Office Furn/Equipment Purchase 10	/5/85	
Voucher:	051333	Invoice:	10000			Date:	12/1/2	024 Monthly Service Agreement	Doc Amt:	\$6,897.00
	Alloc	ations:		\$659.70	100-626	0-0000-563-		CS-Computer (10/5/85)		
	Alloc	ations:		\$329.85	300-626	0-0000-563-	-06	CS-Computer (10/5/85)		
	Alloc	ations:		\$5,607.45	600-626	0-0000-563-		CS-Computer (10/5/85)		
	Alloc	ations:		\$300.00	600-626	0-0000-563	•	CS-Computer-GA		
Voucher:	051334	Invoice:	10001			Date:	12/1/20	024 Monthly Service Agreement	Doc Amt:	\$1,480.00
	Alloc	ations:		\$690.00	600-626	0-0602-531	(CS Computer - Lessalt WTP		
	Alloca	ations:		\$790.00	600-626	0-0603-531	(CS Computer - West Hills WTP		
Voucher:	051335	Invoice:	10002			Date:	12/1/20	024 Monthly Service Agreement	Doc Amt:	\$100.00
	Alloca	itions:		\$100.00	803-6260	0-0000-563	(CS - Computers		

Fund 000: \$0.00

Fund 700: \$0.00

Fund 100: \$920.32

Fund 803:\$100.00

Fund 300: \$460.16

Fund 600: \$9,602.75

Payment# Date Check Total Vendor ID Vendor Name 033125 12/13/2024 \$1,836,98 **FASTE** Fastenal Company Voucher: 051293 Invoice: CAHOS67162 Date: 11/8/2024 Maintenance Supplies Doc Amt: \$475.73 Allocations: \$475.73 600-6320-0000-542 Supplies-TM 051294 Invoice: MN019894436 11/7/2024 Inventory Control-Nuts & Bolts \$50.93 Voucher: Date: Doc Amt: Allocations: \$50.93 600-6820-0000-562 Dues and Fee Voucher: 051295 Invoice: CAHOS67052 Date: 11/5/2024 Maintenance Supplies Doc Amt: \$60.99 Allocations: \$60.99 600-6320-0000-542 Supplies-TM \$1,249.33 051339 Invoice: CAHOS67201 Voucher: 11/12/2024 Maintenance Supplies Doc Amt: Date: \$1,249.33 600-6321-0000-542 Supplies-Structure Equip TDM Allocations: Payment Responsibilities: Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$1,836.98 Fund 700: \$0.00 Fund 803:\$0.00 Date Check Total Vendor ID Vendor Name Payment# 033126 12/13/2024 \$29,030.68 **FIBER** Fiber Glass Systems LP \$29,030,68 Voucher: 051445 Invoice: 23830 Date: 12/9/2024 Maintenance Supplies Doc Amt: Allocations: \$29,030.68 600-6320-0000-542 Supplies-TM Payment Responsibilities: Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$29,030.68 Fund 000: \$0.00 Fund 700: \$0.00 Fund 803:\$0.00 **Check Total** Payment# Vendor ID Vendor Name Date \$1,700.00 **FOSTE** 033127 12/13/2024 Foster & Foster Inc 11/26/2024 Consulting Services Doc Amt: \$1,700.00 Voucher: 051336 Invoice: 33885 Date: Allocations: \$170.00 100-6230-0000-563-06 CS-Accounting 10/5/85 Allocations: \$85.00 300-6230-0000-563-06 CS-Accounting 10/5/85 Allocations: \$1,445.00 600-6230-0000-563-06 CS-Accounting 10/5/85 Payment Responsibilities: Fund 100: \$170.00 Fund 300: \$85.00 Fund 600: \$1,445.00 Fund 000: \$0.00 Fund 700: \$0.00 Fund 803:\$0.00 Payment# Date Check Total Vendor ID Vendor Name 033128 12/13/2024 \$145.00 **GROSS** Grossmayer & Associates 11/11/2024 Consulting Services Doc Amt: \$145.00 IVC3811 Date: Voucher: 051297 Invoice: \$14.50 100-6260-0000-563-06 CS-Computer (10/5/85) Allocations: Allocations: \$7.25 300-6260-0000-563-06 CS-Computer (10/5/85)

\$123.25 600-6260-0000-563-06

Allocations:

CS-Computer (10/5/85)

Fund 000: \$0.00

Fund 700: \$0.00

Fund 100: \$14.50

Fund 803:\$0.00

Fund 300: \$7.25

Fund 600: \$123.25

Check Total Payment# Date Vendor ID Vendor Name 033129 12/13/2024 \$28,700.00 **GUTIE Gutierrez Consultants** 051298 Invoice: 1919 Date: 11/15/2024 Consulting Services Doc Amt: \$6,860.00 Voucher: \$6,860.00 600-1351-D129-151 Grant Expense - ADRoP (USBR \$6.7 M) Allocations: 11/15/2024 Consulting Services \$2,380.00 Voucher: 051299 Invoice: 1920 Date: Doc Amt: Allocations: \$2,380.00 600-1351-0168-151 Pajaro Watershed IRWMP 12/1/2024 Consulting Services Doc Amt: \$770.00 Voucher: 051400 Invoice: 1929 Date: \$770.00 600-1351-C129-151 Grant Expense - ADRoP (DWR \$11.5 M) Allocations: \$840.00 11/15/2024 Consulting Services Doc Amt: Voucher: 051401 Invoice: 1921 Date: \$840.00 600-1351-C129-151 Grant Expense - ADRoP (DWR \$11.5 M) Allocations: 051402 Invoice: 1927 Date: 12/1/2024 Consulting Services Doc Amt: \$3,640.00 Voucher: \$3,640.00 600-1351-0168-151 Pajaro Watershed IRWMP Allocations: Invoice: 1928 \$7,840.00 051403 Date: 12/1/2024 Consulting Services Doc Amt: Voucher: Grant Expense - ADRoP (USBR \$6.7 M) Allocations: \$7,840.00 600-1351-D129-151 \$5,810.00 12/6/2024 Consulting Services Doc Amt: 051405 Voucher: Invoice: 1930 Date: Grant Expense - ADRoP (USBR \$6.7 M) Allocations: \$5,810.00 600-1351-D129-151 \$560.00 Doc Amt: Voucher: 051406 Invoice: 1931 Date: 12/6/2024 Consulting Services \$560.00 600-1351-0168-151 Pajaro Watershed IRWMP Allocations: Payment Responsibilities: Fund 600: \$28,700.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 000: \$0.00 Fund 700: \$0.00 Fund 803:\$0.00 Check Total Vendor ID Vendor Name Payment# Date 033130 12/13/2024 \$1,800.00 HANSE Hanson Crane Service Date: 11/14/2024 Crane Service Doc Amt: \$1,800.00 3854 051340 Invoice: Voucher: CS-Maintenance-SSM \$1,800.00 300-6275-0000-512 Allocations: Payment Responsibilities: Fund 600: \$0.00 Fund 100: \$0.00 Fund 300: \$1,800.00 Fund 000: \$0.00

Allocations:

Date

12/13/2024

051300

Fund 700: \$0.00

Payment#

033131

Voucher:

Invoice: 989223

Fund 803:\$0.00

Check Total

\$156.71

Date: \$156.71 600-6320-0000-542

Vendor ID

HAUTO

Supplies-TM

Vendor Name

Hollister Auto Parts Inc

11/15/2024 Maintenance Supplies

\$156.71

Doc Amt:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$156.71

Fund 700: \$0.00

Fund 803:\$0.00

Payment#	Date	C	Check Total	Vendor ID Vendor		Name		
033132	12/13/2024	S	395,292.16	HDRENG	HDR E	ngineering Inc		
Voucher:	051364	Invoice:	1200673766	Date:		11/26/2024 Engineering Services	Doc Amt:	\$395,292.16
	Alloca	cations: \$395,292.		.16 600-1351-0168-151		Pajaro Watershed IRWMP		

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$395,292.16

Fund 700: \$0.00

Fund 803:\$0.00

Payment#	Date	(Check Total	Vendor ID	Vendo	or Name			
033133	12/13/2024		\$3,639.25	ICONI	ICON	IX Waterworks Inc			
Voucher:	051365	Invoice:	U2416050794		Date:	11/26/2024 Maintenance Supplies	Doc Amt:	\$3,639.25	

Allocations:

\$3,639.25 600-6320-0920-542

Supplies-TM - Subsystem Breaks

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$3,639.25

Fund 700: \$0.00

Fund 803:\$0.00

Payment#	Date	(Check To	tal Ve	ndor ID	Vendor	Name		
033134	12/13/2024		\$539.8	85 IN	IDEP	Indepe	ndent Business Forms Inc		
Voucher:	051338	Invoice:	43581			Date:	11/22/2024 Printing Services	Doc Amt:	\$539.85
	Alloca	ations:		\$458.87	600-683	35-0000-562-	06 Office Supplies 10/5/85 GA		
	Alloca	ations:		\$26.99	300-683	35-0000-562-	06 Office Supplies 10/5/85 GA		
	Alloca	ations:		\$53.99	100-683	35-0000-562-	06 Office Supplies 10/5/85 GA		

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$53.99

Fund 300: \$26.99

Fund 600: \$458.87

Fund 700: \$0.00

Fund 803:\$0.00

Payment# 033135	Date 12/13/2024			r Name on Lumber Company		
Voucher:	051301 Invoic Allocations:	e: 279486 \$46.9°	Date: ' 600-6320-0000-542	11/14/2024 Maintenance Supplies Supplies-TM	Doc Amt:	\$46.97
Voucher:	051302 Invoice Allocations: Allocations: Allocations:	\$5.74 \$5.74 \$97.65 \$11.49	600-6320-0000-562	-06 Supplies-GA 10/5/85	Doc Amt:	\$114.88
Voucher:	051341 Invoice Allocations:	e: 279768 \$18.56	Date: 600-6320-0000-542	11/26/2024 Maintenance Supplies Supplies-TM	Doc Amt:	\$18.56
Voucher:	051372 Invoice Allocations:	: 279917 \$19.65	Date: 803-6320-0000-562	12/3/2024 WRA Supplies Supplies (Survey)	Doc Amt:	\$19.65

Fund 000: \$0.00

Fund 100: \$11.49

Fund 300: \$5.74

Fund 600: \$163.18

Fund 700: \$0.00

Fund 803:\$19.65

033136	Date 12/13/2024	Check 7			or Name 's Gifts & Awards		
Voucher:	051303	Invoice: 4982	1.33 300	· Date:	11/18/2024 Award Plaques	Doc Amt:	\$151.55
vonctier.		ations:	\$128.82 60	00-6845-0000-56		DOC AIR.	\$131.33
		ations:		00-6845-0000-56	•		
		ations:		00-6845-0000-56 00-6845-0000-56	•		
	Alloca	ttions.	91.36 30	70-0043-0000-30	02-00 Ocheral Business Exp 10/5/65		
Payment I	Responsibilities	;					
Fund 000: \$0	.00	Fund 100: \$	15.16	Fund 300: \$	7.58 Fund 600: \$128.82		
Fund 700): \$0.00	Fund 803	:\$0.00		•		
Payment#	Date	Check T			or Name		
033137	12/13/2024	\$15,513			edy/Jenks Consultants Inc.		015 512 55
Voucher:	051366	Invoice: 17608		Date:	12/2/2024 Engineering Services	Doc Amt:	\$15,513.75
	Alloca	tions:	\$15,515.75 00	00-1351-C129-15	Grant Expense - ADRoP (DWR \$	11.3 WI)	
Payment F	tesponsibilities:						
Fund 000: \$0	.00	Fund 100: \$6	0.00	Fund 300: \$0	0.00 Fund 600: \$15,513.75		
Fund 700	: \$0.00	Fund 803	:\$0.00				
Payment# 033138	Date 12/13/2024	Check T S400			or Name scape Design by Rosemary Bridw		
022120					······································		\$400.00
Voucher:	051288	Invoice: 11212	4	Date:	11/21/2024 Landscape Plan Review	Doc Amt:	₽ 7 00.00
	051288 Alloca	Invoice: 11212		Date: 3-6240-0000-56	11/21/2024 Landscape Plan Review CS - General Consulting (Plan Ck		\$400,00
Voucher:		Invoice: 11212					¥400.00
Voucher:	Alloca	Invoice: 11212	\$400.00 80		3 CS - General Consulting (Plan Ck		3400.00
Voucher:	Alloca esponsibilities: 00	Invoice: 11212 tions:	\$400.00 80	3-6240-0000-56	3 CS - General Consulting (Plan Ck		3400.00
Voucher: Payment R Fund 000: \$0.	Alloca esponsibilities: 00	Invoice: 11212 tions: Fund 100: \$0	\$400.00 80	3-6240-0000-56	3 CS - General Consulting (Plan Ck		3400.00
Voucher: Payment R Fund 000: \$0.	Alloca esponsibilities: 00	Invoice: 11212 tions: Fund 100: \$0	\$400.00 80 0.00 \$400.00	3-6240-0000-56 Fund 300: \$0	3 CS - General Consulting (Plan Ck		3400.00
Voucher: Payment R Fund 000: \$0, Fund 700	Alloca esponsibilities: 00 : \$0.00	Invoice: 11212 tions: Fund 100: \$0 Fund 803:	\$400.00 80 0.00 \$400.00 otal Vendor	Fund 300: \$0	CS - General Consulting (Plan Ck		3400.00
Voucher: Payment R Fund 000: \$0. Fund 700 Payment#	Alloca esponsibilities: 00 : \$0.00	Invoice: 11212 tions: Fund 100: \$0 Fund 803:	\$400.00 80 0.00 \$400.00 otal Vendor .00 LIEB	Fund 300: \$0	CS - General Consulting (Plan Ck 0.00 Fund 600: \$0.00		\$1,035.00
Voucher: Payment R Fund 000: \$0. Fund 700 Payment# 033139	Alloca esponsibilities: 00 : \$0.00 Date 12/13/2024	Invoice: 11212 tions: Fund 100: \$6 Fund 803: Check To \$1,035 Invoice: 27985	\$400.00 80 0.00 \$400.00 otal Vendor .00 LIEB	3-6240-0000-56 Fund 300: \$0 - ID Vendo E Lieber	CS - General Consulting (Plan Ck 0.00 Fund 600: \$0.00 or Name rt Cassidy Whitmore Prof Law (s/Rev)	
Voucher: Payment R Fund 000: \$0. Fund 700 Payment# 033139	Alloca esponsibilities: 00 : \$0.00 Date 12/13/2024 051337	Invoice: 11212 tions: Fund 100: \$0 Fund 803: Check To \$1,035 Invoice: 27985: tions:	\$400.00 80 0.00 \$400.00 tal Vendor 0.00 LIEB 2 \$103.50 10	Fund 300: \$0 Fund Wendo Lieber Date:	CS - General Consulting (Plan Ck 2.00 Fund 600: \$0.00 Fund 600: \$0.00 Or Name or Cassidy Whitmore Prof Law C 10/31/2024 Legal Services 3-06 CS-Legal GA 10/5/85	s/Rev)	

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$103.50

Fund 300: \$51.75

Date:

Fund 600: \$879.75

Fund 700: \$0.00

Fund 803:\$0.00

Payment# Date Check Total Vendor ID Vendor Name MARKN Mark Nicholson Inc 033140 12/13/2024 \$4,520.14

4216

051444 Invoice: Voucher: Allocations:

\$4,520.14 600-6275-0920-542

10/3/2024 Contracted Maintenance

\$4,520.14 Doc Amt:

CS Maintenance TDM-Subsystem Breaks

Fund 000: \$0.00

Voucher:

051378

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$4,520.14

Fund 700: \$0.00

Fund 803:\$0.00

2392957-1

Invoice:

Allocations:

Allocations:

Allocations:

Payment#	Date	(Check Total	Vendor ID	Vendor Nan	e		
033141	12/13/2024		\$5,775.00	MCGIL	McGilloway	, Ray, Brown & Kaufman		
Voucher:	Alloc	Invoice: ations: ations: ations:	2000046539 \$57 \$288	8.75 300-62		1/2024 Accounting Services CS-Accounting 10/5/85 CS-Accounting 10/5/85 CS-Accounting 10/5/85	Doc Amt:	\$5,775.00
Payment F Fund 000: \$0 Fund 700		Fund	100: \$577.50 and 803:\$0.00	F	und 300: \$288.75	Fund 600: \$4,908.75		
Payment#	Date	c	heck Total	Vendor ID	Vendor Nam	e		
033142	12/13/2024		\$227.46	MCKIN	McKinnon I	umber, Inc.		
Voucher:	051357 Alloca	Invoice: itions:	GM9FG \$227	7.46 600-632		2024 Maintenance Supplies Supplies-TM - Subsystem Breaks	Doc Amt:	\$227.46
Payment R Fund 000: \$0 Fund 700		Fund	100: \$0.00 nd 803:\$0.00	Fı	und 300: \$0.00	Fund 600: \$227.46		
Payment# 033143	Date 12/13/2024	c	heck Total S106.62	Vendor ID MCMAS	Vendor Nam McMaster-C	e arr Supply Co		
Voucher:	051304 Alloca	Invoice: tions:	36366551 \$106	5.62 300-632		/2024 Electrical Supplies Supplies-SSM	Doc Amt:	\$106.62
Payment R	esponsibilities:							
Fund 000: \$0. Fund 700:			100: \$0.00 nd 803:\$0.00	Fı	ınd 300: \$106.62	Fund 600: \$0.00		
Payment# 033144	Date 12/13/2024	c	heck Total S340.00	Vendor ID MISSIO	Vendor Nam Mission Villa	e ge Voice Media LLC		
Voucher:	051310 Alloca	Invoice: tions:	1238 \$340	.00 803-686		/2024 Monthly Print Ad Advertising/Public Info (PI)	Doc Amt:	\$340.00
Payment Ro Fund 000: \$0. Fund 700:			100: \$0.00 nd 803:\$340.00		and 300: \$0.00	Fund 600: \$0.00		
Payment#	Date	Cl		Vendor ID	Vendor Name			
033145	12/13/2024		\$283.11	PALAC	Palace Busine	ess Solutions		011.40

12/6/2024 Office Supplies

Office Supplies 10/5/85 GA

Office Supplies 10/5/85 GA

Office Supplies 10/5/85 GA

Date:

\$9.69 600-6835-0000-562-06

\$0.57 300-6835-0000-562-06

\$1.14 100-6835-0000-562-06

Doc Amt:

\$11.40

\$40.00

Doc Amt:

Voucher: 051385 Invoice: 2392957-0 Date: 12/4/2024 Office Supplies Doc Amt: \$271.71 Allocations: \$230.95 600-6835-0000-562-06 Office Supplies 10/5/85 GA Allocations: \$13.59 300-6835-0000-562-06 Office Supplies 10/5/85 GA Allocations: \$27.17 100-6835-0000-562-06 Office Supplies 10/5/85 GA Payment Responsibilities: Fund 000: \$0.00 Fund 100: \$28.31 Fund 300: \$14.16 Fund 600: \$240.64 Fund 700: \$0.00 Fund 803:\$0.00 Payment# Date Check Total Vendor ID Vendor Name 033146 12/13/2024 \$380.00 PATDA Pat Davis Design Group, Inc. Doc Amt: \$380.00 Voucher: 051384 Invoice: 8036 Date: 12/5/2024 Website Maintenance Allocations: \$38.00 100-6260-0000-563-06 CS-Computer (10/5/85) Allocations: \$19.00 300-6260-0000-563-06 CS-Computer (10/5/85) Allocations: \$323.00 600-6260-0000-563-06 CS-Computer (10/5/85) Payment Responsibilities: Fund 000: \$0.00 Fund 600: \$323.00 Fund 100: \$38.00 Fund 300: \$19.00 Fund 700: \$0.00 Fund 803:\$0.00 Payment# Date Check Total Vendor ID Vendor Name 033148 12/13/2024 \$1,327.50 RAFTE Raftelis 12/10/2024 Consulting Services \$1,327.50 051433 36880 Date: Doc Amt: Voucher: Invoice: \$1,327.50 600-1351-0168-151 Pajaro Watershed IRWMP Allocations: Payment Responsibilities: Fund 000: \$0.00 Fund 100: \$0.00 Fund 300: \$0.00 Fund 600: \$1,327.50 Fund 700: \$0.00 Fund 803:\$0.00 **Check Total** Vendor ID Vendor Name Payment# Date \$1,000.00 RESER 033149 12/13/2024 Reserve Account Doc Amt: \$1,000.00 11/27/2024 Postage On Account 112724 Date: Voucher: 051343 Invoice: Postage 2/1/97 Allocations: \$970.00 600-6825-0000-562-06 100-6825-0000-562-06 Postage 2/1/97 Allocations: \$20.00 Postage 2/1/97 Allocations: \$10.00 300-6825-0000-562-06 Payment Responsibilities: Fund 300: \$10.00 Fund 600: \$970.00 Fund 000: \$0.00 Fund 100: \$20.00 Fund 803:\$0.00 Fund 700: \$0.00 Check Total Vendor ID Vendor Name Payment# Date \$40.00 ROSSI Rossi's Tire & Auto Service 033150 12/13/2024

051379

Voucher:

Invoice:

Allocations:

S1B76642

Date:

\$40.00 600-6460-0000-562

11/25/2024 Vehicle Maintenance #20

Vehicle Maintenance-GA

Fund 000: \$0.00

Fund 100: \$0.00

Fund 803:\$0.00

Fund 300: \$0.00

Fund 600: \$40.00

Payment#

033151

Voucher:

Fund 700: \$0.00

Date 12/13/2024

051306

Check Total

Vendor ID

Vendor Name **SCVWD** Santa Clara Valley Water Dist

\$82,110.65 Invoice:

GN103173 Date: 11/14/2024 Jul - Sept 24 O&M Charge

\$82,110.65 Doc Amt:

Allocations:

\$79,872.15 600-5500-0000-513

PW-San Felipe Reach I O&M-SantaClara

Allocations:

\$2,238.50 600-1503-0158-125

Reach 1 Capital Improvement Project

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$82,110.65

Fund 700: \$0.00

Fund 803:\$0.00

\$120.00

Payment# 033152

Date 12/13/2024

Check Total

Vendor ID **SENTR**

Vendor Name

Sentry Alarm Systems

Voucher: 051448 Allocations:

Invoice: 2268905

Date: \$12.00 100-6270-0000-563-06

12/15/2024 Quarterly Monitoring CS-Operations GA 10/5/85

Doc Amt:

Doc Amt:

Doc Amt:

\$120.00

\$191.43

\$51,585.30

Allocations:

\$6.00

300-6270-0000-563-06

CS-Operations GA 10/5/85

Allocations:

\$102.00 600-6270-0000-563-06

CS-Operations GA 10/5/85

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$12.00 Fund 803:\$0.00 Fund 300: \$6.00

Fund 600: \$102.00

Fund 700: \$0.00

Payment# 033153 Voucher:

Date 12/13/2024

051359

Check Total \$191.43

SHRED Date:

Vendor ID

Shred-it 11/30/2024 Monthly Shredding Service

Vendor Name

Allocations:

Invoice:

8009126820

\$19.14 100-6270-0000-563-06

CS-Operations GA 10/5/85

Allocations:

\$9.57 300-6270-0000-563-06

CS-Operations GA 10/5/85

Allocations:

\$162.72 600-6270-0000-563-06

CS-Operations GA 10/5/85

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$19.14

Fund 300: \$9.57

Fund 600: \$162.72

Fund 700: \$0.00

Fund 803:\$0.00

Payment# 033154

Date 12/13/2024 **Check Total** \$51,585.30

Vendor ID

Vendor Name

SJELE

S.J. Electro Systems, Inc.

Voucher: 051347

CD99550814 Invoice:

Date:

11/25/2024 Scada Support

Allocations:

\$3,407.50 600-1395-0929-112

SCADA telemetry upgrade

Allocations:

\$48,177.80 600-1395-0929-112

SCADA telemetry upgrade

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$51,585.30

Fund 700: \$0.00

Fund 803:\$0.00

Check Total

Payment# Date 033155

12/13/2024

\$135.48

Vendor ID **SPEEDEE**

Vendor Name SpeeDee Oil Change and Tune Up Voucher:

051342

Allocations:

Invoice: 348499

Date:

\$135.48 600-6460-0000-562

11/22/2024 Vehicle Maintenance #22 Vehicle Maintenance-GA

Doc Amt:

\$135.48

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$135.48

Fund 700: \$0.00

Fund 803:\$0.00

Payment# 033156	Date 12/13/2024	•	Check Total \$4,900.00			Vendor i Spurzen		em LLP			
Voucher:	051407	Invoice:	63466	*******	Date	:	12/4/20	24 Legal Serv	ices	Doc Amt:	\$4,900.00
	Alloca	tions:	\$36	4.00	100-6210-000	0-563-0	06 C	CS-Legal GA 10	/5/85		
	Alloca	tions:	\$18	2.00	300-6210-000	10-563-0	06 C	CS-Legal GA 10	/5/85		
	Alloca	tions:	\$3,09	4.00	600-6210-000	0-563-0	06 C	CS-Legal GA 10	/5/85		
	Alloca	tions:	\$1,26	0.00	600-6210-000	0-563	c	CS-Legal-GA			

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$364.00

Fund 300: \$182.00

Fund 600: \$4,354.00

Fund 700: \$0.00

Fund 803:\$0.00

Payment#	Date	Check Total	Vendor ID	Vendor Name
033157	12/13/2024	\$263,870.99	SSCWD-TP	Sunnyslope County Water District

051435 Voucher:

Invoice: INV00261

Date:

11/30/2024 Plant Operations- Lessalt CS Operations - Lessalt WTP

Allocations:

\$58,435.81 600-6270-0602-531

051436

Invoice: INV00262

Date:

11/30/2024 Plant Operations- West Hills

Doc Amt: \$205,435.18

Doc Amt:

Doc Amt:

\$58,435.81

\$4,292.26

Allocations:

\$205,435.18 600-6270-0603-531

CS Operations - West Hills WTP

Payment Responsibilities:

Fund 000: \$0.00

Voucher:

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$263,870.99

Fund 700: \$0.00

Fund 803:\$0.00

Date Check Total Vendor ID Vendor Name Payment# 033158 12/13/2024 \$4,292.26 **SUNBE** Sunbelt Rentals, Inc

051305 Voucher:

161537769-0001 Invoice:

Date:

11/13/2024 Maintenance Equipment Rental

\$4,292.26 300-6450-0000-512 Tool & Equipment Rental-SSM Allocations:

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$4,292.26

Fund 600: \$0.00

Fund 700: \$0.00

Fund 803:\$0.00

Payment# 033159	Date 12/13/2024	C		Vendor ID THOMS		r Name son Rueters-	West		
Voucher:	051423	Invoice:	851238526		Date:	12/8/2024	Water Code Updates	Doc Amt:	\$606.20
	Alloca	ations:	\$60.6	62 100-683	30-0000-562	2-06 Subs	criptions/Publications 10/5/	85	
	Alloca	ations:	\$30.3	31 300-683	30-0000-562	2-06 Subs	criptions/Publications 10/5/	85	
	Alloca	ations:	\$515.2	27 600-683	30-0000-562	2-06 Subs	criptions/Publications 10/5/	85	

Fund 700: \$0.00

Fund 000: \$0.00

Fund 100: \$60.62

und 100. \$00.02

Fund 803:\$0.00

Fund 600: \$515.27

Payment#	Date	(Check Total	Vendor ID	Vendo	r Name			
033160	12/13/2024		\$5,166.33	TODDE	Todd (Groundwater			
Voucher:	051348 Alloc	Invoice: ations:	37653 1124 \$68	39.00 700-62	Date: 40-0160-511		Engineering Services unual Grwtr Report-SSO	Doc Amt:	\$689.00
Voucher:	051349 Alloc	Invoice: ations:	37659 1124 \$1,32	29.83 600-13	Date: 51-0168-151		ngineering Services Watershed IRWMP	Doc Amt:	\$1,329.83
Voucher:	051350 Alloca	Invoice: ations:	37658 1124 \$3,14	7.50 600-13	Date: 51-0168-151		ngineering Services Watershed IRWMP	Doc Amt:	\$3,147.50
Payment I	Responsibilities	:							
Fund 000: \$0		Fund	100: \$0.00 and 803:\$0.00	F	und 300: \$0.	00.	Fund 600: \$4,477.33		
Payment# 033161	Date 12/13/2024	C	Check Total \$3,320.03	Vendor ID TOROP	Vendor Toro P	·Name etroleum Corp	ooration		
Voucher:	051367 Alloca	Invoice: tions:	CL81163 \$1	7.66 300-646	Date: 55-0000-562	11/30/2024 V Vehicle	ehicle Fuel : Fuel-GA	Doc Amt:	\$3,320.03
	Alloca	tions:	\$3,11	0.24 600-646	55-0000-562	Vehicle	Fuel-GA		
	Alloca	tions:	\$193	2.13 803-646	55-0000-562	Vehicle	Fuel		
Payment R	esponsibilities:								
Fund 000: \$0.	00	Fund	100: \$0.00	Ft	and 300: \$17	.66	Fund 600: \$3,110.24		
Fund 700	: \$0.00	Fu	nd 803:\$192.1	3					
Payment#	Date	C	heck Total	Vendor ID	Vendor	Name			
033162	12/13/2024		\$2,625.00	TURBO		Time Welding			
Voucher:	051356	Invoice:	42		Date:	12/3/2024 W	elding Services	Doc Amt:	\$375.00
	Allocat	ions:	\$375	5.00 600-627	5-0920-542	CS Mai	ntenance TDM-Subsystem	Breaks	
Voucher:	051374 Allocat	Invoice: ions:		5.00 600-627			elding Services ntenance TDM-Subsystem	Doc Amt: Breaks	\$625.00
Voucher:	051441 Allocat		44 \$1,625	5.00 600-627			elding Services ntenance TDM-Subsystem	Doc Amt: Breaks	\$1,625.00

Fund 300: \$30.31

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$2,625.00

Fund 700: \$0.00 Fund 803:\$0.00

Payment# Date Check Total Vendor ID Vendor Name
033163 12/13/2024 \$14,396.29 USBNK-CC U.S. Bank Corporation

Doc Amt:

\$2,706.55

11/22/2024 Monthly Statement

Date:

Voucher: 051377

Invoice: 112224MC

Voucher:	051375 Invoice:	112224BM	Date: 11/2	22/2024 Monthly Statement	Doc Amt:	\$1,284.00
vouciici.	Allocations:	\$613.98		CS-Maintenance	DOC AIII.	\$1,204.00
		4				
	Allocations:	\$162.30	803-6320-0000-562	Supplies (WC)		
	Allocations:	\$0.44	100-6260-0000-563-06	CS-Computer (10/5/85)		,
	Allocations:	\$0.22	300-6260-0000-563-06	CS-Computer (10/5/85)		
	Allocations:	\$3.71		CS-Computer (10/5/85)		
	•					
	Allocations:	\$17.06	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$1.00		Office Supplies 10/5/85 GA		
	Allocations:	\$2.01	100-6835-0000-562-06	Office Supplies 10/5/85 GA		*
	Allocations:	\$32.49	600-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$3.82	100-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$1.91	300-6845-0000-562-06	General Business Exp 10/5/85		
	A 11 4 '	#20.24	(00 (025 0000 5/2 0/	Office Sumplies 10/5/95 CA		
	Allocations: Allocations:	\$38.34	600-6835-0000-562-06 300-6835-0000-562-06	Office Supplies 10/5/85 GA Office Supplies 10/5/85 GA		
	Allocations:	\$2.26 \$4.51	100-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Anocations.	54.51	100-0033-0000-302-00	Office Supplies 10/5/65 GIT		
	Allocations:	\$26.67	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$1.57	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$3.14	100-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$52.60	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$3.09	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$6.19	100-6835-0000-562-06	Office Supplies 10/5/85 GA		
					*	
	Allocations:	\$80.11	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$4.71	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$9.43	100-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$6.78	600-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$0.80	100-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$0.40	300-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$15.36	600-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$1.81	100-6845-0000-562-06	General Business Exp 10/5/85		
	Allocations:	\$0.90		General Business Exp 10/5/85		
		2		•		
	Allocations:	\$95.43	600-6845-0000-562	General Business Expense GA		
	Allocations:	\$7.62	600-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$0.45	300-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:		100-6835-0000-562-06	Office Supplies 10/5/85 GA		
	Allocations:	\$69.70	600-6840-0000-562-06	Communication GA 10/5/85		
	Allocations:	\$8.20	100-6840-0000-562-06	Communication GA 10/5/85 Communication GA 10/5/85		
	Allocations:	\$4.10	300-6840-0000-562-06	Communication GA 10/3/63		
						#2 AC
Voucher:	051376 Invoice:	112224DJ		2/2024 Monthly Statement	Doc Amt:	\$2,094.42
	Allocations:	\$44.05	600-6845-0000-562-06	General Business Exp 10/5/85 General Business Exp 10/5/85		
	Allocations: Allocations:	\$5.18 \$2.59	100-6845-0000-562-06 300-6845-0000-562-06	General Business Exp 10/5/85		
	Anocations:	B2.39	300-0043-0000-302-00	Contract Dubinious Drip 1010100		
	Allocations:	\$2,042.60	600-6260-0603-531	CS Computer - West Hills WTP		

	Allocations:	\$1,026.17	600-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:		100-6850-0000-562-06	•		
				•		
	Allocations:	\$1.47	300-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$24.96	600-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$2.94	100-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$197.97	600-6320-0000-542	Supplies-TM		
	Allocations:	\$3.18	300-6320-0000-562-06	Supplies-GA 10/5/85		
	Allocations:	\$54.08	600-6320-0000-562-06	Supplies-GA 10/5/85		
	Allocations:	\$6.36	100-6320-0000-562-06	Supplies-GA 10/5/85		
	Allocations:	\$680.22	600-6197-0000-565	Personal Equipment/Uniform		
	Allocations:	\$528.12	600-6197-0000-565	Personal Equipment/Uniform		
Voucher:	051404 Invoic	e: 112224BIM	Dotos 11	/22/2024 Monthly Statement	Doc Amt:	\$8,311.32
voucher.	Allocations:		Date: 11. 300-6850-0000-562-06	Travel & Mileage GA 10/5/85	Doc Am.	\$0,511.52
	Allocations:		600-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:		100-6850-0000-562-06	Travel & Mileage GA 10/5/85		
		4.0	100 0000 0000 0000			
	Allocations:	\$1.05	300-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$17.77	600-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$2.09	100-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$123.83	100-6440-0000-562-06	Office Furn/Equipment Purchase 10/	5/85	
	Allocations:		300-6440-0000-562-06	Office Furn/Equipment Purchase 10/		
	Allocations:		600-6440-0000-562-06	Office Furn/Equipment Purchase 10/		
	A 11 A 1	60 45	200 (850 0000 5/2 0/	Travel & Milegge GA 10/5/95		
	Allocations:		300-6850-0000-562-06 600-6850-0000-562-06	Travel & Mileage GA 10/5/85 Travel & Mileage GA 10/5/85		
	Allocations: Allocations:		100-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Anocations.	90.90	100-0830-0000-302-00	Travel & Milougo Gr C 10/0/05		
	Allocations:	\$34.00	300-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$578.07	600-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$68.01	100-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$2.40	300-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:		600-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$4.80	100-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	\$56.50	100-6852-0000-562	Conferences		
	Allocations:	\$28.25	300-6852-0000-562	Conferences		
	Allocations:	\$480.25	600-6852-0000-562	Conferences		
	Allocations:	\$56.50	100-6852-0000-562	Conferences		
	Allocations:	\$28.25	300-6852-0000-562	Conferences		
	Allocations:	\$480.25	600-6852-0000-562	Conferences		
	Allocations:	\$192 <i>7</i> 0	300-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:		600-6850-0000-562-06	Travel & Mileage GA 10/5/85		
	Allocations:	· ·	100-6850-0000-562-06	Travel & Mileage GA 10/5/85		
		400				

\$60.36 300-6850-0000-562-06

Travel & Mileage GA 10/5/85

Allocations:

Fund 000: \$0.00

Fund 700: \$0.00

Fund 100: \$1,007.57

Fund 803:\$162.30

Fund 300: \$1,117.76

Fund 600: \$12,108.66

Check Total Payment# Date Vendor ID Vendor Name 033164 12/13/2024 \$971,075,77 **USBR-LA Bureau of Reclamation** 12/3/2024 Semi-Annual 8-07-20-W0130A Doc Amt: \$971,075.77 Voucher: 051424 Invoice: 1808053059 Date: \$960,608.25 600-1501-0207-125 Water Rights - CVP Amendatory Contract Repmt Allocations:

Allocations:

\$10,467.52 600-9501-0207-592

CVP Amendatory Contract Rpmt Interest

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$0.00

Fund 600: \$971,075.77

Fund 700: \$0.00 Fund 803:\$0.00

Check Total Vendor ID Vendor Name Payment# Date 033165 12/13/2024 \$255.00 WIENH Wienhoff & Associates, Inc. \$255.00 126292 Date: 11/15/2024 2025 Consortium Membership Doc Amt: Voucher: 051307 Invoice: Allocations: \$25.50 100-6820-0000-562-06 Dues and Fees 10/5/85 Allocations: \$12.75 300-6820-0000-562-06 Dues and Fees 10/5/85 Dues and Fees 10/5/85 Allocations: \$216.75 600-6820-0000-562-06

Payment Responsibilities:

Fund 000: \$0.00

Fund 700: \$0.00

Fund 100: \$25.50 Fund 803:\$0.00 Fund 300: \$12.75

Fund 600: \$216.75

Check Total Vendor ID Vendor Name Payment# Date \$4,092.50 ZEIAL Alan Zeisbrich 033166 12/13/2024 \$1,897.50 11/1/2024 Contract Services Doc Amt: 10-2024 Date: Voucher: 051352 Invoice: CS-Operations-SS0 \$143.75 300-6270-0000-511 Allocations: CS-Operations-TO Allocations: \$1,293.75 600-6270-0000-541 Allocations: \$230.00 600-6270-0602-531 CS Operations - Lessalt WTP CS Operations - West Hills WTP Allocations: \$230.00 600-6270-0603-531 11/1/2024 Contract Services Doc Amt: \$210.00 10-2024P Voucher: 051353 Invoice: Date: Reach I Capital Improvement Project \$46.20 600-1503-0158-125 Allocations: Reach I Capital Improvement Project \$163.80 600-1503-0158-125 Allocations: \$1,495.00 12/2/2024 Contract Services Doc Amt: Invoice: 11-2024 Date: Voucher: 051354 \$120.75 300-6270-0000-511 CS-Operations-SS0 Allocations: CS-Operations-TO \$1,086.75 600-6270-0000-541 Allocations: CS Operations - Lessalt WTP \$143.75 600-6270-0602-531 Allocations: CS Operations - West Hills WTP \$143.75 600-6270-0603-531 Allocations:

051355 Invoice: 11-2024P Voucher:

Date: 12/2/2024 Contract Services Doc Amt:

\$490.00

Allocations:

\$107.80 600-1503-0158-125

Reach 1 Capital Improvement Project

Allocations:

\$382.20 600-1503-0158-125

Reach I Capital Improvement Project

Payment Responsibilities:

Fund 000: \$0.00

Fund 100: \$0.00

Fund 300: \$264.50

Fund 600: \$3,828.00

Fund 700: \$0.00

Fund 803:\$0.00

Report Totals, Payment Fund Responsibilities

Fund 000: S0.00

Fund 100: \$3,829.01

Fund 300: \$8,926.74

Fund 600: \$1,922,812.06

Fund 700:S8,264.53

Fund 803:\$7,902.08

Fund 100 = District Administration

Fund 300 = Zone 3

Fund 600 = Zone 6

Fund 700 = Zone GSA

Fund 803 = Zone WRA

3,829.01+

8,926.74+

1:922:812:06+

8,264.55+

7,902-08+

1,951,734.42*

San Benito County Water District Agenda Transmittal

Agenda Item:

Meeting Date: December 18, 2024

Submitted By: Leilani Vidal

Presented By: Dana Jacobson

Agenda Title: Acknowledgement of Paid Claims prior to the December 2024 Board Meeting

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

Payee	Check	Amount	For	Issued Date
	No.			
First American Title Company	59160	\$1,500.00	ADRoP Title Reports	11/25/24
ACWA/JPIA	59162	\$91,859.04	Annual Liability Insurance	11/27/24
California Department of Tax	59164	\$69,975.51	Water Right Fees	11/27/24
San Benito County Public Works	59176	\$308.00	Encroachment Fee	12/09/24
San Benito County Clerk	59187	\$50.00	Notice of Exemption Fee	12/11/24
San Benito County Public Works	59188	\$308.00	Encroachment Fee	12/11/24

Wire Transfers									
SLDMWA	Wire Transfer	\$2,904.05	North to South Water Transfer fee (1 of 2)	11/19/24					
USBR (pay.gov)	Wire Transfer	\$62,937.00	Water Payment	12/06/24					
City National	Wire Transfer	\$115,779.20	Quarterly Loan Payment	12/05/24					

Financial Impact:	<u>X</u> Yes _		No	
Funding Source/ Recap: Fiscal Year Budget as approv Material Included for Information Copy of Wire Transfer Reque	mation/Consider	ation:		·
Action Required:	Resolution	X	Motion	Review
	Boar	d Action		
Resolution No	Motion By	1111.	Second By	A-1
Ayes	Abstained			
Noes		Abse	ent	
Reagendized	Date		No Action Taken	

SAN BENITO COUNTY WATER DISTRICT 30 MANSFIELD RD, HOLLISTER, CA 95023

059160

Vendor

First American Title Company

Date 11/25/2024

0059160

Invoice 112524

FIRST

Date

11/25/2024

Description

ADROP Title Reports

Account

Net Amt. \$1,500.00

ADROP Title Reports

\$1,500.00

MEMORANDUM

TO:

Dana Jacobson or Brett Miller

FROM:

Shannar

parnall

DATE:

November 25, 2024

Subject:

Manual Check Request

This is a request for a manual check to be processed as listed below:

Vendor name and address (for remittance)	Amount of Request	Disposition Method: Return to Requestor / Federal Express / Regular Mail			
First American Title 200 Tres Pinos Rd A1	41,500	Return to Regulotor			
Expense Holl Ster Ca 9923 Account number(s)	600-1351-0168-151-02				
Reason for Request: COST Of Freliminary title reports(3) FOR ADRUP					

Supporting documentation for this request:

,	Is attached	Will be returned to
X	is attached	Accounting upon receipt

Please sign below as approval for issuance of this manual payment.

Approved by:

Dana Jacobson or Brett Miller

SAN BENITO COUNTY WATER DISTRICT 30 MANSFIELD RD, HOLLISTER, CA 95023

Vendor ACWAJ

ACWA/JPIA

Date Invoice

599

10/28/2024

Account

Description

Annual Liability Insurance

Date

11/27/2024

0059162

Net Amt.

\$91,859.04

059162

Annual Liability Insurance

\$91,859.04

AUTO and GENERAL LIABILITY PROGRAM FOR POLICY YEAR 10/01/2024 - 10/01/2025

Member # S001

San Benito County Water District

30 Mansfield Rd. Hollister, CA 95023-9732

Invoice Number:

599

Invoice Date:

10/28/2024

Due Date:

UPON RECEIPT

DESCRIPTION:

Contribution for the 10/1/2024-2025 Policy Year

\$91,859.04

WILL BE DELINQUENT AND SUBJECT TO PENALTY AND INTEREST CHARGES, IF NOT PAID OR POST MARKED BY 12/31/2024

ACH Instructions - Please Remit in US Dollars

California Bank & Trust

520 Capitol Mall, Suite 100

Sacramento, CA 95814 Routing Number: 122232109

Account Number: 1030011961

000-6871-000-000-06

#2:10/1/24-9/30/25

#1: Annual Liability Ins

PLEASE MAKE CHECK PAYABLE TO:

ACWA JOINT POWERS INSURANCE AUTHORITY

SAN BENITO COUNTY WATER DISTRICT 30 MANSFIELD RD, HOLLISTER, CA 95023

059164

Vendor

California Department of Tax and

Account

BOEZ6 Invoice

Date

Description

0059164 11/27/2024

Net Amt. \$69,975.51

L0028733708

11/14/2024

Water Rights Fees

Water Rights Fees

\$69,975.51

SAN BENITO COUNTY WATER DISTRICT 30 MANSFIELD RD, HOLLISTER, CA 95023

0059176

Date

12/9/2024

059176

SBCPW , Invoice 120924

Vendor

San Benito County Public Works Date

12/9/2024

Description

Encroachment Permit fee

Account

Net Amt. \$308.00

Encroachment Permit fee

\$308.00

MEMORANDUM

7	Y	1	٠

Brett Miller or Dana Jacobson

FROM:

David Macdonald

DATE:

12/9/2024

Subject:

Manual Check Request

This is a request for a manual check to be processed as listed below:

Vendor name	e and address remittance)	Amount of Request	Disposition Method: Return to Requestor / Federal Express / Regular Mail
County of San San Benito C 2301 Technolog Holliskin, Ch	n-Benito aunty Public Work By Parkway, 2nd Floor 95023	\$308	Return to requestor
Expense Account number(s)	600-1351-0168-1	51-02	
Reason for Request:	Encroachment per	rmit for geotechnical b	oring off of Fallon Road

Supporting documentation for this request:

X	Is attached	Will be returned to Accounting
		upon receipt

Please sign below as approval for issuance of this manual payment.

Approved by:

Brett Miller or Dana Jacobson

12/9/24

Date

SAN BENITO COUNTY WATER DISTRICT 30 MANSFIELD RD, HOLLISTER, CA 95023

Vendor

SBCCLERK Invoice San Benito County Clerk

Date

Description

121024

12/10/2024

Notice of Exemption Fee

Account

Date

12/11/2024

0059187

Net Amt. \$50.00

059187

Notice of Exemption Fee

\$50.00

MEMORANDUM

TO:

Brett Miller or Dana Jacobson

FROM:

David Macdonald

DATE:

12/10/2024

Subject:

Manual Check Request

This is a request for a manual check to be processed as listed below:

Vendor name	e and address remittance)	Amount of Request	Disposition Method: . Return to Requestor / Federal Express / Regular Mail
County Clerk	:-County of San	\$50.00	Return to Requestor
Benito			
1601 Lana W	ay		
Hollister, CA	95023		
Expense	600-1351-0168-1	51-02	
Account number(s)			
Reason for Request:	Notice of exemption	on fee for the county.	

Please sign below as approval for issuance of this manual payment.

Approved by:

Dana Jacobson or Brett Miller

Date

SAN BENITO COUNTY WATER DISTRICT 30 MANSFIELD RD, HOLLISTER, CA 95023

Date

12/11/2024

0059188

SBCPW

Vendor

San Benito County Public Works

Date

Description

Invoice 121024

12/10/2024

Encroachment Permit Fee

Account

Net Amt.

059188

\$308.00

Encroachment Permit Fee

\$308.00

MEMORANDUM

TO:

Brett Miller or Dana Jacobson

FROM:

David Macdonald

DATE:

12/10/2024

Subject:

, Manual Check Request

This is a request for a manual check to be processed as listed below:

	e and address remittance)	Amount of Request	Disposition Method: Return to Requestor / Federal Express / Regular Mail
San Benito C Works 2301 Techno Hollister, CA	logy Pkwy	\$308	Return to requestor
Expense Account number(s)	600-1351-0168-1	51-02	
Reason for Request:	Geotechnical boring encroachment per	ng for the ADROP projemit.	ect requires an

Supporting documentation for this request:

X	Is attached	•	Will be returned to Accounting
			upon receipt

Please sign below as approval for issuance of this manual payment.

Approved by:

Brett Miller or Dana Jacobson

12/10/24

Date

11/19/2024	Amount	\$ 2,940.05	\$ 2,940.05		\$ 2,940.05				
Release date	GL Account no.	600-5700-0000-513-07	Total wire transfer \$		Daily wire activity total \$				
	Description	North to South Water Transfer Payment 1 of 2							
	Invoice no.	INVWA1304				Jalas		Ne	
11/19/2024	Invoice Date	11/18/2024		(Kee Lane	helath	indy Par	11/19/24
Wire Transfer Requested	Vendor San Luis Delta Mendota Water	Authority		*		Online entry by:	Date	Approved for release online by:	Date

Pay.gov payment requested	12/5/2024			Release date [12/5/2024
	Payment Recap date				
Vendor	prepared	Invoice no.	Description	GL Account no.	Amount
Bureau of Reclamation (USBR-LA)	12/5/2024	120524	Nov Actuals (1295 AF) *Restoration M&I	600-5250-0000-513-07	\$ 34,537.65
Bureau of Reclamation		eren eren eren eren eren eren eren eren			-
(USBR-LA)	12/5/2024	120524	Nov usage (1295 AF) *PUE M&I	600-5251-0000-513-07	\$ 23,750.30
Bureau of Reclamation (USBR-LA)	12/5/2024	120524	Nov usage (1295 AF) *PUE other M&I	600-5251-0000-513-07	\$ 4,649.05
				Total payment amount \$ 62,937.00	\$ 62,937.00

Online entry by:

Daily Pay.gov total \$ 62,937.00

Date 6

Wire Transfer Requested	12/5/2024			Release date	12/5/2024
Vendor	Invoice Date	Invoice no.	Description	GL Account no.	Amount
City National Bank	12/5/2024	120124	HUA TP and Recycled Water Project (Principal)	600-2020-0000-214-00	\$ 94,867.45
City National Bank	12/5/2024	120124	HUA TP (Interest)	600-9500-0601-592-01	\$ 15,208.55
City National Bank	12/5/2024	120124	Recycled Water Project (Interest)	600-9500-0604-592-07	\$ 5,703.20
				Total wire transfer \$ 115,779.20	\$ 115,779.20
	(Daily wire activity total \$ 115,779.20	\$ 115,779.20
Online entry by:	Labour	i Vidao			
Date Date	Jalslar	1			
Approved for release online by:	ne by: C mdy	Pavine	1		



Agenda Item # 4



Fiscal Year 2025 On-Call Contract Activity Report MCC Controls dba Primex - *Control System Services (SCADA Services) Contract #: PRIMEX-2024 OC Board Meeting 12/18/24

Payments to Date

6,654.00

Number Task Order Description 1 Control System Services 2 PLC install and system start up RTU 20 3 PLC install and system start up RTU 9 4 Replacement hardware for RTU 3/4/6/7/17
Task Order Number 1 Control System Services 2 PLC install and system start up RT 3 PLC install and system start up RT 4 Replacement hardware for RTU 3,
Remaining Number Task Order Descript Remaining Number Task Order Descript 783,000 1 Control System Services 734,822 2 PLC install and system start up RT 688,474 3 PLC install and system start up RT 584,624 4 Replacement hardware for RTU 3, 584,624 584,624 1 Replacement hardware for RTU 3,
Task Order Descript Control System Services PLC install and system start up RT PLC install and system start up RT Replacement hardware for RTU 3,
Task Order Description Control System Services PLC install and system start up RTU 20 PLC install and system start up RTU 9 Replacement hardware for RTU 3/4/6/7/17

*SB
δ
9
Boar
a.
B
õ
e.
7.3
1.2
Ď,
9
tract
##
Ř
ΣEX
Ň
024
g
.,

6,654.00

^{**}Contract expires 7.31.27



Fiscal Year 2025 On-Call Contract Activity Report

MCC Controls dba Primex - *Water Treatment Plants Maintenance Agreement (SCADA Services) Contract #: PRIMEX-2022 OC Board Meeting 12/18/24

\$ 400,000											\$ 400,000	**NTE Contract Amount
					Closed	Closed	Closed	Closed	Closed	Closed		Task Order Status
\$ 359,519 \$					\$ 48,248	\$ 55,814 \$	\$ 46,492 \$	\$ 48,300 \$	\$ 130,665 \$	\$ 30,000 \$		Task Order Amount
\$ 40,481					\$ 40,481	\$ 88,729	\$ 144,543	\$ 191,035	\$ 239,335	\$ 370,000		Contract Amount Remaining
					6	5	4	w	2	1-1		Task Order Number
					RTU - 14 PLC Programming/Installation	RTU - 8 PLC and Device Upgrades	RTU - 11 PLC Programming/Installation	RTU - 10 PLC Programming/Installation	RTU Hardware for RTU-8,-9,-10,-11,-14,-20	Control System Services/Maintenance		Task Order Description
					04.15.24	05.24.23	01.09.23	01.09.23	12.06.22	12.06.22		Task Order Issued Date

\$	\$	\$	\$	v v	\$		70
345,240.92	48,247.80	82	492	130,664.52	15,722.60	Date	Payments to

^{*}SBCWD Board approved 9.21.22, Contract #PRIMEX-2022 OC

^{**}Contract expires 9.19.25



Fiscal Year 2025 On-Call Contract Activity Report Todd Groundwater - *Groundwater Management & Evaluation Board Meeting 12/18/24

For task orders issued 11/4/22 to 11/3/23 (Year 1 of 3)

\$ 154,953.33				\$ 60,000	\$ 190,000 \$		\$ 250,000
\$ 26,435.00	10.26.23	USBR Grant Application Support	4	\$ 60,000	\$ 35,000	Closed	
\$ 4,047.50	02.21.23	IRWM Grant Application Support	ω	\$ 95,000	\$ 10,000	Closed	
\$ 14,197.50	05.22.23	Grant Application Support-DWR & USBR	2A	\$ 105,000	\$ 20,000	Closed	
\$ 68,177.50	12.20.22	Grant Application Support-DWR & USBR	2	\$ 125,000	\$ 75,000	Closed	
\$ 42,095.83	12.05.22	Well design & siting (last phase of current grant)	1	\$ 200,000	\$ 50,000	Closed	
							\$ 250,000
Date	Issued Date		Number	Remaining	Amount	Status	Amount
Payments to	Task Order	Task Order Description	Task Order	Contract Amount	Task Order	Task Order	Contract
	, the same of the						***

^{*}SBCWD Board approved 10.26.22, Contract #TODDGW-2022 OC

^{**1-}year term expires 11.3.23, with option of 2 additional years (total of 3 years NTE \$750,000)



Agenda Item # 5

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

RESOLUTION NO. 2024-46

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BENITO COUNTY WATER DISTRICT FOR SALARY AND COMPENSATION FOR THE EXECUTIVE MANAGEMENT GROUP

WHEREAS, San Benito County Water District desires to memorialize certain benefits and compensation currently provided to Executive Management;

WHEREAS, San Benito County Water District's Executive Management group consists of the following positions:

- General Manager
- Assistant General Manager
- District Engineer

WHEREAS, the above positions are considered a group because they share similarities in job duties or are otherwise a logical work-related grouping;

THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District:

Section 1.0 - Purpose and Application

The purpose of this Resolution is to set forth certain benefits and additional compensation for General Manager, Assistant General Manager, and District Engineer, Executive Management group positions of the San Benito County Water District ("District"). The Board of Directors retains all rights and authority to amend, reduce, or eliminate benefits and additional compensation in its sole and absolute discretion.

This Resolution shall be applicable to the following Executive Management employees:

- A. General Manager
- B. Assistant General Manager
- C. District Engineer

Section 2.0 - Salary

A. Effective November 1, 2024, following Board adoption of Resolution 2024-35, the annual salary for the General Manager is \$250,000.

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

- B. Effective November 29, 2023, following Board adoption of Resolution 2023-25, the salary range for the vacant District Engineer position will be a minimum of \$155,000 per year and a maximum of \$185,000.
- C. Effective November 1, 2024, following Board adoption of Resolution 2024-44, the annual salary for the Assistant General Manager is \$230,000.
- D. Salary will be payable over twenty-six (26) pay periods in accordance with the regular payroll schedule of the District.

Section 3.0 - Retirement

3.1 Tier One Pension

For eligible employees hired by the District before January 1, 2013 or hired after January 1, 2013 who meet the definition of "classic members" as defined by CalPERS, the District shall continue to participate in its Miscellaneous Plan Agreement with CalPERS to provide the 2.5% at 55 retirement option.

Employees in Tier One Pension shall be required to pay the member contribution as defined by CalPERS.

3.2 Tier Two Pension

For eligible employees who meet the definition of "new member" as set forth in Government Code Section 7522.02(f) the District will provide the CalPERS two percent (2%) at age sixty-two (62) formula retirement plan in accordance with Government Code Section 7522.20, calculated using final compensation based on the highest average annual pensionable compensation earned by the member during a period of at least 36 consecutive months, in accordance with Government Code Section 7522.32.

New members shall be subject to the provisions of the Public Employee Pension Reform Act (PEPRA), including provisions governing reportable compensation.

Employees in Tier Two Pension shall pay the rate prescribed by CalPERS for employee contributions to the Public Employees' Retirement System in accordance with the rules and regulations governing such employee contributions, which consists of one-half of the total normal costs for pension.

Section 4.0 - Longevity Pay for Tier One Employees

Employees hired by the District before January 1, 2013 who have more than five (5) years of continuous District service, shall receive longevity pay in the amount of eight percent (8%) of salary as stated in Section 2.0. No other employees shall be eligible for longevity pay.

Section 5.0 - Retiree Health Savings Account

Effective as soon as administratively feasible following the adoption of this Resolution, the District will establish a Retiree Health Savings Account (RHSA) for each employee in the Executive Management Group, to which employees may contribute to save, on a nontaxable basis, money to help pay the cost of eligible medical expenses after terminating from District employment. The RHSA is intended to constitute a "health reimbursement arrangement" within the meaning of IRS Notice 2002-45.

5.1 Contributions:

- A. Employee contributions are mandatory. No employee will have any right to elect to receive cash or any benefit in lieu of the contributions.
- B. <u>Unused Sick Leave and Vacation Accruals</u>: At separation from District service, one hundred percent (100%) of the cash-out value of employee's earned and unused sick leave, and one hundred percent (100%) of the cash-out value of employee's earned and unused vacation, at the applicable conversion rates, will be cashed out and deposited into the employee's RHSA; except if the employee dies while in District employment, then sick leave and vacation accruals will not be deposited into the employee's RHSA and will instead be converted to cash at the applicable rate and distributed to the employee's estate.

5.2 Vesting

An employee's RHSA contributions, including any allocable investment earnings, are 100% vested at all times.

5.3 Distributions

After an employee separates from District employment, the employee's RHSA funds may be used for qualifying insurance premiums incurred by the employee, the employee's spouse, and the employee's eligible dependents. In addition, the use of the RHSA funds will be subject to the terms of the governing RHSA plan document.

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

Section 6.0 Fringe and Supplemental Benefits.

Except as otherwise provided herein and in each employee's employment agreement with the District, including subsequent amendments thereto, the fringe and supplemental benefits provided in the District's Salary and Compensation Resolution for Management/Confidential/Professional employees will be provided to employees in the Executive Management group in the same manner as provided to management employees in the District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District that the San Benito County Water District adopts certain benefits and compensation for Executive Management, as set forth above. This resolution supersedes and replaces any Resolutions regarding Executive Management Compensation.

BE IT FURTHER RESOLVED that the President of the Board is authorized to sign said Resolution, on behalf of this Board and District.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District at a regular meeting, this 18th day of December, 2024, by the following vote:

AYES:

DIRECTORS:

NOES:

DIRECTORS:

ABSTAIN:

DIRECTORS:

ABSENT:

DIRECTORS:

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

(Signature of presiding Board member Attested by Board Secretary Resolution #2024-46)

		_	 Doug Williams Vice President
ATTEST:	Barbara L. Mauro Board Secretary		



Agenda Item # 6

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

RESOLUTION 2024-47

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BENITO COUNTY WATER DISTRICT RECOGNIZING ANDREW SHELTON FOR HIS FOUR YEARS OF SERVICE TO THE RESIDENTS AND CUSTOMERS OF THE SAN BENITO COUNTY WATER DISTRICT

WHEREAS, in November 2020, Andrew Shelton was elected to the Board of Directors of the San Benito County Water District. Andrew served as President and Vice-President during his time on the board, and

WHEREAS, Director Shelton diligently served on various committees and was instrumental in promoting the San Felipe Water Project, and

WHEREAS, Director Shelton has been instrumental in maintaining and safeguarding the San Benito River System for the benefit of the residents of San Benito County, and

WHEREAS, Director Shelton has worked diligently to care for the county water storage facilities namely, Hernandez, Paicines and San Justo Reservoirs, and

WHEREAS, Director Shelton has been an advocate for protection of the San Benito County groundwater basins, and

WHEREAS, Director Shelton has served the residents of San Benito County and this Board with honor and integrity throughout his tenure, and

WHEREAS, Director Shelton served this District and the residents thereof with a selfless dedication for four years.

NOW, THEREFORE, the Board of Directors of the San Benito County Water District hereby, most sincerely, honors and commends Andrew Shelton for his distinguished service and his immeasurable contributions to the San Benito County Water District and San Benito County landowners and water users.

THE FOREGOING RESOLUTION was adopted at a regular meeting of the Board of Directors of the San Benito County Water District held on December 18, 2024, by the following vote:

AYES:

DIRECTORS:

NOES:

DIRECTORS:

ABSENT:

DIRECTORS:

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

(Signature of presiding Board member Attested by Board Secretary Resolution #2024-47)

	8	£	*	,
ATTEST:				Doug Williams Vice President
Barbara L. Mauro Board Secretary				

San Benito County Water District Agenda Transmittal

Agenda Item:
Meeting Date: December 18, 2024
Submitted By: Brett Miller
Presented By: Brett Miller
Agenda Title: Consider Approval of Non-Financial Worksite Agreement for the San Benito County WIOA Work Experience Program
Detailed Description:
This agreement is with the Workforce Innovation and Opportunity Act (WIOA). San Benito County Water District (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).
As part of the program, the District will provide work experience activities to program participant(s) selected consistent with the Contractor's Work Experience Worksite Request and Job Description forms. 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. It is the intent of the District's staff to have one to three participants that are interested in acquiring water experience.
WIOA will be responsible for paying the participants a wage of \$16.50 with automatic adjustments to reflect any minimum wage increases during the life of this Agreement. This is a non-financial agreement to the District.
Prior Committee or Board Action: No
Financial Impact: Yes X No
Funding Source/ Recap: N/A
 Materials included: Non-Financial Worksite Agreement for the San Benito County WIOA Work Experience Program Certificate of Insurance from ACWA JPIA
Recommendation: Staff is recommending the Board approve the Non-Financial Worksite Agreement for the San Benito County WIOA Work Experience Program.

Action Required:	_ Resolution	X	Motion	Review
	Boa	rd Action		
Resolution No	Motion By	X	Second By	<u> </u>
Ayes	TOTAL TOTAL CONTROL OF THE STATE OF THE STAT	Abst	tained	Milan Marie Marie and American State of the P
Noes		Abse	ent	
Reagendized	Date		No Action Taken_	

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

WHEREAS, <u>San Benito County Water District</u> 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 <u>San Benito County</u> 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 11/05/2024 to 06/30/2025, or until the completion of 600 hours, whichever is sooner. Additional hours may be approved by the Contractor and shall not exceed a total of 1200 hours per the term of the contract.
- 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 \$16.50 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 <u>3</u> 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 <u>8</u> hours per day and no more than <u>40</u> 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.
- 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

- 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. <u>Conflict of Interest</u>: 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. <u>Negotiated Contract</u>: 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. <u>Severability</u>: 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. <u>Entire Contract</u>: 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. <u>Materiality</u>: 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. <u>Authority and Capacity</u>: 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. <u>Binding on Successors</u>: 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. <u>Cumulation of Remedies</u>: 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. <u>Independent Advice</u>: 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. <u>Counterparts</u>: 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.

Worksite Agency
San Benito County Water District
nce
Name: Brett Miller
Title: Assistant General Manager
Address: 30 Mansfield Rd.
Hollister CA, 95023
Telephone:(831) 637-8218
ountyca.gov Email: bmiller@sbcwd.com
Fax:
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	APPROVED BY WORKSITE AGENCY
Name: Enrique Arreola	Name: Brett Miller
Signature:	Signature:
Title: Deputy Director	Title: Assistant General Manager
	Tax I.D. or Social Security No
Date:	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.	Agen	cy Name: San Benito County Water District	Phone: ((831) 637-8218
	Conta	ct Person: Cyndi Tyler		
	1.	Is this agency accessible to the handicapped?	Yes	☐ No
	2.	Is this agency accessible to public transportation?	X Yes	☐ No
	3.	What hours is this agency active?	7:00 am_to	5:00 pm
	4.	How many positions are you requesting?	<u>3</u>	
II.		gency may request, for example, four positions - all renumber of positions; however, there would only nee		
	1.	For each job classification, please submit a deta specific prerequisites (bilingual preferred, over 1 equipment to be used; methods and procedures to be	8, etc.) and	specific tools and
	2.	Maintenance of effort statistics must be kept on f Maintenance of effort compares the number of per that your agency has within the same job classifica to your worksite. The worksite must ensure that positions where it would result in the displacement or reduce the hours of the same or equivalent pos proven that the freeze resulted from lack of fundin #3)	manent and attion as the participants of currently attion if vacan	part-time positions articipant assigned are not placed in employed workers, nt, unless it can be

WORK EXPERIENCE PROGRAM JOB DESCRIPTION

AGENCY: San Benito County Water District PHONE: (831) 637-8218
CONTACT PERSON: Cyndi Tyler
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
100bb, by 011 11bi 11 10 bb 0555.

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 AGREEMENT MAINTENANCE OF EFFORT STATISTICS**

Agency Name: San B	enito County Water District	Contact Person: Cyr	ndi Tyler
Water Resources Tec Job Classification	hnician Trainee	Job Classification	
Perm. Positions Part-time Positions Frozen Positions CSWD Authorized	filled	Perm. Positions Part-time Positions Frozen Positions CSWD Authorized	filled filled filled filled filled
Job Classification		Job Classification	
Perm. Positions Part-time Positions Frozen Positions CSWD Authorized	filledfilledfilledfilled	Perm. Positions Part-time Positions Frozen Positions CSWD Authorized	filled filled filled filled
Participants	Supervisors Brett Miller Cindy Tyler	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.
- 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.

Brett Miller- Assistant General Manager

Name and Title of Authorized Representat	ive	
Signature	Date	;

Date	
То	
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:	Provider Address:	
30 Mansfield Road	1111 San Felipe Road Suite 107	
Hollister, Ca 95023	Hollister, CA 95023	
Worksite Supervisor: Brett Miller	Provider Staff Name: Juanita Leanos	
·		
Phone: (831) 637-8218 Email:	Phone:831-637-5627 Email:	
bmiller@sbcwd.com	<u>ileanos@sanbenitocountyca.gov</u>	
Alternate Supervisor: Cyndi Tyler	Provider Program Supervisor: Ruby Soto	
Phone:(831) 637-8218 Email: ctyler@sbcwd.com	Phone:(831) 637-5627 Email:	
	rsoto@sanbenitocountyca.gov	
Job Title: Water Resources Technician Trainee	Work Schedule:	
Department (if any)	Monday – Friday: Between 7:00 am to 5:00 pm	
Dates of WEX Placement: 11/05/2024 to 06/30/2025	Other hours as necessary, not to exceed 8 hours a day or	
May work a maximum of 40 hours per week and	40 hours per week	
a maximum of 600 total hours during WEX placement.		
d maximum of total mane asg pare		

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 (20 hours if in-school)

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

art	ticipant Name:		Phone #	
	acceptable workplace behav	vior. I have reviewed this \	sets forth the rules and expectations a Norksite Training Plan and agree to cor y responsible for my actions and agree	mply with
	I will contact the provider sta	aff person if I have any que	estions or concerns.	
	Signature	Date	Provider Staff Signature	Date
	agree to comply with the rec forth the expectations and re	luirements therein. I have equirements for the San B	agreement and the General Contract Pralso reviewed the Supervisor Handboo enito County Workforce Innovation and rstand that compliance with these prov	k, which sets d Opportunity
	I understand that an		agreed upon schedule, job duties or plac	cement dates

Date

Worksite Supervisor's Signature

Attachment #7

VERIFICATION OF SAFETY TRAINING

PARTICIPANT NAME:	
WORKSITE NAME:	
The Worksite Supervisor must complete this form withe original in the client's file.	ithin the first week of training and place a copy of
My signature below attests that:	
which this participant will utilize in the pe c. Training in emergency procedures. d. Training in the Worksite Supervisor's Injur action and fire prevention plans, and all o programs pertinent to this youth's work a 3. This worksite shall abide by all applicable ADA	led this participant: d regulations. ools, equipment, and machinery listed in Section A. rformance of his/her job. y and Illness Prevention Program (IIPP), emergency ther site-specific safety rules and safety and health ssignments.
SECTION A: The following is a complete list of all too utilize in the performance of his/her job:	ols, equipment, and machinery this participant will
Computer	Water Testing Tools
Phone	Metering tools
	Chemical Tools
Printer/Copier/Scanner	
Worksite Supervisor Signature	Date
I have been trained in the use of all tools, equipment, those tools, equipment, and machinery on which I orientation on the worksite's safety policies.	
Participant Signature	Date

Association of California water Agencies Joint Powers insurance Authority

P.O. Box 619082, Roseville, CA 95661-9082

CERTIFICATE OF COVERAGE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE COVERAGE DOCUMENT. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE COVERAGE DOCUMENTS LISTED HEREIN.

MEMBER

San Benito County Water District 30 Mansfield Rd. Hollister CA 95023-9732

COVERAGE INFORMATION

This is to certify that coverage documents listed herein have been issued to the Member Agency herein for the Coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which the certificate may be issued or may pertain, the coverage afforded by the coverage documents listed herein is subject to all the terms, conditions and exclusions of such coverage documents.

Type of Coverage	Form #	Effective Date	Expiration Date	Lin	nits
General Liability Commercial General Liability Contractual Liability Products/Completed Operations Occurrence	MOLC-100124	10/01/2024	10/01/2025	Per Occurrence Aggregate	\$1,000,000 \$2,000,000
Auto Liability Owned Autos Hired Autos Non-Owned Autos	MOLC-100124	10/01/2024	10/01/2025	Per Occurrence	\$1,000,000
Property Buildings, Fixed Equipment Personal Property Auto Physical Damage Mobile Equipment Crime					
Workers` Compensation Part 1 - Workers` Compensation Part 2 - Employer`s Liability					
Other					

DESCRIPTION

Regarding: Participation in the Workforce Innovation and Opportunity Act (WIOA) Work Experience Program (WEX). Additional Covered Party(ies), as required by written contract or permit:San Benito County Community Services & Workforce Development and its officers, agents and employees, per attached Addendum.

Request ID: 42226

CERTIFICATE HOLDER

San Benito County Community Services and Workforce Development, Work Experience Program 1111 San Felipe Road, Suite 108 Hollister CA 95023

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE TERMS OF THE MEMORANDUMS OF COVERAGE.

AUTHORIZED REPRESENTATIVE

Migne . Som

DATE

12/05/2024

ADDENDUM

to the

Memorandum of Liability Coverage

for the **Association of California Water Agencies Joint Powers Insurance Authority**

FΟ	КM	NU	IMB	ER:

MOLC-100124

MEMBER:

San Benito County Water District

COVERAGE PERIOD: 10/01/2024 - 10/01/2025

ADDENDUM DATE:

11/05/2024

REQUEST ID:

42226

Change in the following Sections

Section IV. WHO IS COVERED is amended to include the following entity(ies) as an Additional Covered Party(ies):

San Benito County Community Services & Workforce Development and its officers, agents and employees, as required by written contract or permit. Additional Covered Party(ies) is(are) covered only if the liability is caused in whole or in part by the acts or omissions of the Member Agency and excludes coverage for the sole negligence of the Additional Covered Party(ies), and subject to a \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit of liability.

The following is added to **SECTION VII. CONDITIONS (I). WITHDRAWAL/CANCELLATION:**

If the Authority elects to cancel this coverage before the stated expiration date, the Authority will provide the Additional Covered Party(ies) at least (30) days prior written notice, as required by a written contract or agreement.

Regarding: Participation in the Workforce Innovation and Opportunity Act (WIOA) Work Experience Program (WEX).

Signed By:	Infan (- John	Date: 12/05/2024
	(Authorized Penrecentative)	



Agenda Item # 8

RESOLUTION NO. 2024-48

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BENITO COUNTY WATER DISTRICT ESTABLISHING AN INTERIM POLICY FOR RESCHEDULING OF UNUSED/CONSERVED WATER

RECITALS:

A. Under Article IV C. 2. of the Regulations for the Allocation of Agricultural Water, which is found in Appendix C of the Water User's Handbook, water users who have paid for but are unable to use allocated water may either 1) release the water to the District for resale by the District or 2) transfer the water to another user within the same subsystem with the District's consent.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District that given San Luis Reservoir will have a 50% chance of filling by March 1, 2025, the District is implementing an interim policy authorizing the rescheduling of unused/conserved water from the 2024-2025 water year to the 2025-2026 water year under the following terms and conditions:

- 1. Individual agricultural contract water users (water users) may reschedule unused/conserved water remaining in their 2024-2025 water year accounts as of February 28, 2025, into water year 2025-2026 up to a maximum of 50% of the amount of water contracted for in 2024/2025, provided that at least 50% of the contracted water was used in the 2024-2025 water year. The minimum quantity of water that may be rescheduled is one (1) acre foot.
- 2. Agricultural Water Customer water will be held in San Luis Reservoir. Water rescheduled into the 2025-2026 water year will require a per acre foot rescheduling fee, payable to the United States Bureau of Reclamation.
- 3. All water rescheduled in San Luis Reservoir will be subject to San Luis Reservoir spillage losses. Such that, if San Luis Reservoir fills, rescheduled water may be lost, and all rescheduled fees will be forfeited.
- 4. Agricultural customer water held in San Luis Reservoir will be the first water lost by the District.
- 5. Rescheduled agricultural water will not require prepayment to the District. Rescheduled water will be billed and used during the 2025-2026 water year.

- 6. Water users wishing to reschedule water shall complete a declaration and deliver the declaration to the District by February 1, 2025, indicating, among other things, the maximum quantity they intend to reschedule. Water remaining in a user's account as of March 1, 2025, in excess of the maximum set forth in the declaration, or in excess of 50% of the amount of water used in the 2024/2025 water year shall be lost to users and revert to the District.
- 7. A user of water on a small parcel (water users not under contract, but on a utility service basis) shall not be allowed to reschedule unused water.
- 8. Rescheduled water shall be the first water used for water year 2025-2026.
- 9. Rescheduled water loss criteria, if any, shall be established by the Bureau of Reclamation (USBR) in its rescheduled water policy. Any loss of rescheduled water shall first apply to individual customer accounts.
- 10. Capacity limitations, if any, on the quantity of water users can reschedule shall be ratably allocated.
- 11. Rescheduled water will be held in San Luis Reservoir.
- 12. Rescheduled water may be transferred within the District subject to the District's water transfer policy.
- 13. All rescheduled water must be used by February 28, 2026. Unused rescheduled water shall revert to the District as of March 1, 2026.
- 14. Administrative fees and charges for rescheduling water shall be as follows:
 - a. Rescheduling Administrative Fee: \$5.00 per AF or a minimum charge of \$100.00 whichever is greater. The minimum charge is due with the filing of the Rescheduling Declaration referred to in 2. above. Additional administrative fees, if applicable, shall be billed by the District in its March billing cycle. The administrative fee is in addition to the USBR fee.
 - b. USBR Rescheduling Charge: As determined by USBR and shall be billed by the District in its March billing cycle
 - c. District power charges shall be paid according to the District's water rates and fees for the year in which the water is used.
 - d. Any regulatory fees and administrative fees and charges associated with rescheduling shall be billed by the District in its March billing cycle.
- 15. This Resolution shall be effective only for the 2025-2026 water year unless further extended by resolution of the Board.

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

The foregoing Resolution was passed and adopted at a regular meeting of the Board of Directors of the San Benito County Water District held on December 18, 2024, by the following vote:

AYES:

DIRECTORS:

NOES:

DIRECTORS:

ABSENT:

DIRECTORS:

ABSTAIN:

DIRECTORS:

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2024-48)

	Doug Williams
	Vice President
ATTEST:	
Barbara L. Mauro	
Board Secretary	

San Benito County Water District Agenda Transmittal

Agenda Item:
Meeting Date: December 18, 2024
Submitted By: Brett Miller
Presented By: Brett Miller
Agenda Title: Consider Resolution Approving a Software Service Agreement with Tyler Technologies for access to Tyler's Proprietary Software Product, ERP Pro
Detailed Description:
This resolution would approve a contract with Tyler Technologies for access to their program ERP Pro 10 and for the necessary implementation and training of the program.
The District's current Enterprise Resource Planning (ERP) program Great Plains is over 20 years old. The District has been notified that the program will not be supported in the very near future.
Tyler's ERP Pro 10 is used by both the City of Hollister and Sunnyslope Water District. Having other agencies within the area would facilitate the transfer of knowledge between the agencies.
The District is a member of Sourcewell (formerly known as National Joint Powers Alliance) under member number 169289. Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI. Documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative purchasing/090320-tti. The District desires to purchase off of the Sourcewell Contract to procure certain software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract.
The annual cost for ERP Pro 10 will be an annual cost of \$34,812 (\$2,901 monthly). There will be one-time cost of \$66,530 for the implementation and training of the software.
Prior Committee or Board Action: November 6, 2024 Finance Committee Meeting
Financial Impact: Yes X No
Funding Source/ Recap: N/A
Materials included: Draft Resolution Tyler Technologies Service Agreement

Recommendation: Staff is recommending the Board approve a Resolution Approving a
Software Service Agreement with Tyler Technologies for access to Tyler's Proprietary Software
Product, ERP Pro.

Action Required: X	Resolution	X Motion	Review
	Board	I Action	
Resolution No	Motion By	Second By	
Ayes	T-F	Abstained	
Noes		Absent_	
Reagendized	Date	No Action Taken	

RESOLUTION NO. 2024-49

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN BENITO COUNTY WATER DISTRICT AUTHORIZING AND DIRECTING THE EXECUTION OF AN AGREEMENT BY AND BETWEEN THE SAN BENITO COUNTY WATER DISTRICT AND TYLER TECHNOLOGIES

WHEREAS, District is in need of a new Enterprise Resource Planning (ERP) system; and

WHEREAS, the District's current program is over 20 years old and will no longer be supported in the future; and

WHEREAS, the District selected Tyler to provide certain products and services set forth in the Investment Summary, including providing the District with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement; and

WHEREAS, the District is a member of Sourcewell (formerly known as National Joint Powers Alliance) under member number 169289; and

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI; and

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative purchasing/090320-tti; and

WHEREAS, the District desires to purchase off the Sourcewell Contract to procure certain software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

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

1. Direction to Approve. The Board of Directors hereby approves the Agreement in substantially the form on file with the Board Secretary, together with any changes therein or additions thereto approved by the General Manager, Assistant General Manager, or any of their designees (each, an "Authorized Officer"). Execution of the Agreement by an Authorized Officer shall be conclusive evidence of the approval of any changes therein or additions thereto by an Authorized Officer.

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

2. Effective Date. This Resolution shall take effect immediately upon its

passage and adoption.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District at a regular meeting, this 18th day of December 2024, by the following vote:

ionowing vote.	
AYES:	
NOES:	
ABSTAIN:	
ABSENT:	

DRAFT---DRAFT---DRAFT---DRAFT---DRAFT

(Signature of presiding Board member
Attested by Board Secretary
Resolution #YEAR-RES. NO 2024-49)

			Doug Williams Vice President
ATTEST:		_	
	Barbara L. Mauro		
	Board Secretary		



SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

WHEREAS, Client is a member of Sourcewell (formerly known as National Joint Powers Alliance) ("Sourcewell") under member number <u>169289</u>.

WHEREAS, Tyler participated in the competitive bid process in response to Sourcewell RFP #090320 by submitting a proposal, on which Sourcewell awarded Tyler a Sourcewell contract, numbered 090320-TTI (hereinafter, the "Sourcewell Contract");

WHEREAS, documentation of the Sourcewell competitive bid process, as well as Tyler's contract with and pricing information for Sourcewell is available at https://www.sourcewell-mn.gov/cooperative-purchasing/090320-tti; and

WHEREAS, Client desires to purchase off the Sourcewell Contract to procure certain software functionality from Tyler, which Tyler agrees to deliver pursuant to the Sourcewell Contract and under the terms and conditions set forth below;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- "Agreement" means this Software as a Service Agreement.
- "Business Travel Policy" means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- "Client" means the San Benito County Water District, a water management resource in the state of California.
- "Data" means your data necessary to utilize the Tyler Software.
- "Data Storage Capacity" means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- "Defect" means a failure of the Tyler Software to substantially conform to the functional
 descriptions set forth in our written proposal to you, or their functional equivalent. Future
 functionality may be updated, modified, or otherwise enhanced through our maintenance and
 support services, and the governing functional descriptions for such future functionality will be
 set forth in our then-current Documentation.



- "Defined Users" means the number of users that are authorized to use the SaaS Services. The
 Defined Users for the Agreement are as identified in the Investment Summary. If Exhibit A
 contains Enterprise Permitting & Licensing labeled software, defined users mean the maximum
 number of named users that are authorized to use the Enterprise Permitting & Licensing labeled
 modules as indicated in the Investment Summary.
- "Developer" means a third party who owns the intellectual property rights to Third Party Software.
- "Documentation" means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- "Effective Date" means the date by which both your and our authorized representatives have signed the Agreement.
- "Force Majeure" means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- "Investment Summary" means the agreed upon cost proposal for the products and services attached as Exhibit A.
- "Invoicing and Payment Policy" means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- "Order Form" means an ordering document that includes a quote or investment summary and specifying the items to be provided by Tyler to Client, including any addenda and supplements thereto.
- "SaaS Fees" means the fees for the SaaS Services identified in the Investment Summary.
- "SaaS Services" means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- "SLA" means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- "Statement of Work" means the industry standard implementation plan describing how our
 professional services will be provided to implement the Tyler Software, and outlining your and
 our roles and responsibilities in connection with that implementation. The Statement of Work is
 attached as Exhibit E.
- "Support Call Process" means the support call process applicable to all of our customers who
 have licensed the Tyler Software. A copy of our current Support Call Process is attached as
 Schedule 1 to Exhibit C.
- "Third Party Hardware" means the third party hardware, if any, identified in the Investment Summary.
- "Third Party Products" means the Third Party Software and Third Party Hardware.
- "Third Party SaaS Services" means software as a service provided by a third party, if any, identified in the Investment Summary.
- "Third Party Services" means the third party services, if any, identified in the Investment Summary.
- "Third Party Software" means the third party software, if any, identified in the Investment Summary.



- "Third Party Terms" means, if any, the end user license agreement(s) or similar terms for the
 Third Party Products or other parties' products or services, as applicable, and attached or
 indicated at Exhibit D.
- "Tyler" means Tyler Technologies, Inc., a Delaware corporation.
- "Tyler Software" means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- "we", "us", "our" and similar terms mean Tyler.
- "you" and similar terms mean Client.

SECTION B - SAAS SERVICES

- 1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
- 2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

- 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
- 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
- 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
- 4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent,



lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. <u>Software Warranty</u>. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 21. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. The scope of audit coverage varies for some Tyler Software solutions. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information. If our SaaS Services are provided using a 3rd party data center, we will provide available compliance reports for that data center.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event of a data center failure, we reserve the right to employ our disaster recovery plan for resumption of the SaaS Services. In that event, we commit to a Recovery Point Objective ("RPO") of 24 hours and a Recovery Time Objective ("RTO") of 24 hours. RPO represents the maximum duration of time between the most recent recoverable copy of your hosted Data and subsequent data center failure. RTO represents the maximum duration of time following data center failure within which your access to the Tyler Software must be restored.
- 6.4 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.



- 6.5 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.
- 6.6 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.7 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.8 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.9 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C - PROFESSIONAL SERVICES

- 1. <u>Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.
- 2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
- 3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
- 4. <u>Cancellation</u>. If you cancel services less than four (4) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) daily fees associated with cancelled



professional services if we are unable to reassign our personnel and (b) any non-refundable travel expenses already incurred by us on your behalf. We will make all reasonable efforts to reassign personnel in the event you cancel within four (4) weeks of scheduled commitments.

- 5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
- 6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
- 7. <u>Background Checks</u>. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
- 8. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
- 9. <u>Maintenance and Support</u>. For so long as you timely pay applicable fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree



to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our thencurrent Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) week's advance notice.

SECTION D - THIRD PARTY PRODUCTS

- 1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
- 2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
- 3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
- 4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.



SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

- 1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
- 2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F - TERM AND TERMINATION

- 1. Term. The initial term of this Agreement is equal to the number of years indicated for SaaS Services in Exhibit A, commencing on the first day of the first month following the Effective Date, unless earlier terminated as set forth below. If no duration is indicated in Exhibit A, the initial term is one (1) year. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
- 2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.



2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G - INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

- 1. Intellectual Property Infringement Indemnification.
 - 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
 - 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
 - 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
 - 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.



- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.
- 3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CLIENT UNDERSTANDS AND AGREES THAT TYLER DISCLAIMS ANY LIABILITY FOR ERRORS THAT RELATE TO USER ERROR.
- 4. <u>LIMITATION OF LIABILITY</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).
- 5. <u>EXCLUSION OF CERTAIN DAMAGES</u>. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12)



months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

- 2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
- 3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
- 4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
- 5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
- 6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
- 7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
- 8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.



- 9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.
- 10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
- 11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
- 12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
- 13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
- 14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
- 15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
- 16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
- 17. <u>Confidentiality</u>. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of



such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (e.g., social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.
- 18. Quarantining of Client Data. Some services provided by Tyler require us to be in possession of your Data. In the event we detect malware or other conditions associated with your Data that are reasonably suspected of putting Tyler resources or other Tyler clients' data at risk, we reserve the absolute right to move your Data from its location within a multi-tenancy Tyler hosted environment to an isolated "quarantined" environment without advance notice. Your Data will remain in such quarantine for a period of at least six (6) months during which time we will review the Data, and all traffic associated with the Data, for signs of malware or other similar issues. If no issues are detected through such reviews during the six (6) month period of quarantine, we will coordinate with you the restoration of your Data to a non-quarantined environment. In the event your Data must remain in quarantine beyond this six (6) month period through no fault of Tyler's, we reserve the right to require payment of additional fees for the extended duration of quarantine. We will provide an estimate of what those costs will be upon your request.
- 19. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
- 20. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
- 21. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
- 22. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve



the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

- 23. <u>Data & Insights Solution Terms</u>. Your use of certain Tyler solutions includes Tyler's Data & Insights data platform. Your rights, and the rights of any of your end users, to use Tyler's Data & Insights data platform is subject to the Data & Insights SaaS Services Terms of Service, available at https://www.tylertech.com/terms/data-insights-saas-services-terms-of-service. By signing a Tyler Agreement or Order Form, or accessing, installing, or using any of the Tyler solutions listed at the linked terms, you certify that you have reviewed, understand, and agree to said terms.
- 24. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Third Party Terms - Reserved
Exhibit E	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.	San Benito County Water District, California
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:
Address for Notices:	Address for Notices:
Tyler Technologies, Inc.	San Benito County Water District
One Tyler Drive	PO Box 899
Yarmouth, ME 04096	Hollister, CA 95024-0899
Attention: Chief Legal Officer	Attention:





Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date, despite any expiration date in the Investment Summary that may have lapsed as of the Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





Sales Quotation For:
San Benito County Water District
PO Box 899
Hollister CA 95024-0899

Cody Gunstenson 1/22/25 Quoted BY Quote Expiration Quote Name

Tyler Annual Software – SaaS Description	List Price	Discount	Annual
ERP Pro			
ERP Pro 10 Financial Management Suite			
AP Automation Capture with Disbursements	\$ 3,600	\$ 360	\$ 3,240
Invoice Approvals	0\$	\$ 0	\$ 0
Core Financials	\$ 13,500	\$ 1,350	\$ 12,150
Human Resources Management (Includes Position Budgeting)	\$ 4,498	\$ 450	\$ 4,048
Employee Access Pro	0\$	\$ 0	\$ 0
Employee Access Pro Time & Attendance	\$ 1,000	\$ 100	\$ 900
Purchasing	\$ 3,395	\$ 340	\$ 3,055
Accounts Receivable	\$ 3,537	\$ 354	\$ 3,183
ERP Pro 10 Customer Relationship Management Suite			
Cashiering	\$ 3,665	\$ 367	\$ 3,298
Tyler One			
Identity			

Tyler Annual Software – SaaS Description Workforce Direct		List	List Price \$ 0	Discount \$ 0	Annual \$ 0
Content Manager Suite Content Manager Core		7\$	\$ 4,501	\$ 450	\$ 4,051
	TOTAL: Term # of Years:	\$ 33.	\$ 37,696	\$ 3,771	\$ 33,925
Tyler Annual Services Description		List	List Price	Discount	Annual
Other Services					
Tyler University		\$	\$ 1,287	\$ 400	\$ 887
	TOTAL:	\$	\$ 1,287	\$ 400	\$ 887
Tyler Fees per Transaction Description				Ne	Net Unit Price
ERP Pro					
AP Automation Disbursements					\$ 0.00

					Annual	\$ 2,546	\$ 9,256 \$ 0 Page 3
Extended Price	\$ 46,400 \$ 1,750 \$ 7.500	\$ 4,640	\$ 4,640		Discount	\$ 283	\$ 1029 \$ 0
Hours/Units		32	32		List Price	\$ 2,829	\$ 10,285 \$ 0
Ho				Recurring Fees \$ 33,925 \$ 887 \$ 34,812			
			TOTAL:	One Time Fees \$ 66,530 \$ 66,530			CONFIDENTIAL
Services Description	ERP Pro 10 Financial Management Suite Professional Services Project Management	ERP Pro 10 Customer Relationship Management Suite Professional Services Project Management Content Manager Suite	Professional Services	Summary Total SaaS Total Tyler Services Summary Total	Optional Tyler Annual Software – SaaS Description ERP Pro	ERP Pro 10 Financial Management Suite Project Accounting ERP Pro 10 Customer Relationship Management Suite	Utility Billing Water/Gas Utility Access 2024-486449-C0L7C0

Optional Tyler Annual Software – SaaS Description		List Price	Discount	Annual
Third-Party Printing Interface Service Orders Mobile	TOTAL:	\$ 3,215 \$ 965 \$ 17,294	\$ 322 \$ 97 \$ 1,731	\$ 2,893 \$ 868 \$ 15,563
Optional Tyler Fees per Transaction Description			Z	Net Unit Price
ERP Pro ERP Pro 10 Customer Relationship Management Suite Miscellaneous Payments				\$ 1.25
Notify Notifications for Utilities				\$ 0.10
Optional Services Description	HO	Hours/Units	Extended Price	
ERP Pro 10 Financial Management Suite Professional Services		16	\$ 2,320	
ERP Pro 10 Customer Relationship Management Suite Professional Services Data Conversion Services	TOTAL:	186	\$ 26,970 \$ 6,000 \$ 35,290	

omments

ork will be delivered remotely unless otherwise noted in this agreement.
3aS is considered a term of one year unless otherwise indicated.

Core Financials includes general ledger, budget prep, bank recon, AP, CellSense, a standard forms pkg, output director, positive pay, secure Cashiering supports credit/debit cards, is PCI Compliant, and includes a cash collection interface and a cashiering receipt import. signatures ore Financials ashiering

Invoice Approvals, included with AP Automation, automates invoice workflows by routing them to the appropriate departments for completion and approval

voice Approvals

/orkforce Direct

permit these applications to directly federate with such IdP. Client is responsible for (a) keeping Client and its representatives' passwords secure an confidential, (b) any account activity or access that occurs pursuant to Client and its representatives' passwords, its account or IdPs, and (c) notifying Assertation Markup Language (SAML) standards (each, an "IdP"), such as Microsoft Entra ID, Okta, Google Cloud Identity or RapidIdentity. Client wil deployment and implementation schedules and additional costs. If you do not have an IdP in place, please contact us for additional information. Tyler of any unauthorized access to its account. Failure to provide Tyler with the ability to federate to a supported IdP may result in disrupted The use of certain Tyler application(s) requires Client to engage and use an identity provider that meets Open ID Connect (OIDC) or Security

Utility Access Component displays the current status (late, cut off etc), the action needed to avoid penalty, current balance, deposits on file (optiona precinct, school district, and services at address(subject to data availability). Includes consumption history by service (including graphs), request for transaction history (online payments). Payment packet is created to be imported to utility system. Address information includes legal description, last payment date, last payment amount, payment arrangements on file, last bill amount, last bill date, bill due date, contracts on file and status, service (optional), information change request (optional), security -SSL (secure socket layer).

Utility CIS System includes collections, tax lien process and import, a standard forms pkg., output director and one Utility handheld meter-reader

tility Billing Water/Gas

tility Access

Automation Capture with sbursements iscellaneous Payments

otifications for Utilities

ilities Data Conversion

nancial Management Data Conversion

ıman Resources Management / Payroll ata Conversion

P Automation Disbursements

A fully automated vendor payment system, including an automated invoice capture system, invoice approval system, AP Invoice Access

Miscellaneous Payments Component allows clients to setup payment forms for misc. payments with a fixed, calculated or open payment amount. The transaction fee associated with the Miscellaneous Payments that will be paid by client unless Tyler is instructed by the client to pass along to the user bayments are sent from the website to the cash collection/Cashiering application and then posted to the GL application. NOTE: There is a per at time of payment.

can be in English or Spanish. It generates reports based on call and text results. Note: The Utility will be billed at the rate specified above for all the automatically generated, and the account is updated after the call or text. Calls includes a custom message for each call type and the call message Notifications for Utility Access include Customer notifications by phone (call late notices and general notifications) and texts. Call and text lists are Jtility Billing conversion includes contacts/properties/accounts, meters, transaction/consumption/read history, metered services, non-metered service. Balanced transactions converted from current calendar year plus prior 2 years. Unlimited history imported upon request. calls and texts made. The Utility will be billed quarterly by Tyler Technologies for calls and texts conducted.

Financial Management conversion includes Chart of Accounts, General Ledger, and Accounts Payable. Prior fiscal year balances, current fiscal year balanced transactions, and unlimited unbalanced transaction history are also included.

Human Resources Management conversion includes employee data, current calendar year balanced transactions, and unlimited unbalanced transaction history.

apply. No fee options include standard ACH, and physical checks. All disbursements will be made pursuant to the terms and conditions found Expedited disbursement options available to vendors include instant transfer to a bank account, PayPal, Venmo and fast ACH where fees may at https://www.tylertech.com/client-terms/ap-automation-disbursements-software-and-services-terms-of-use



Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

<u>Invoicing</u>: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. <u>SaaS Fees</u>. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

- 2.1 Implementation and Other Professional Services (including training): Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
- 2.2 Consulting Services: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
- 2.3 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
- 2.4 Requested Modifications to the Tyler Software: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
- 2.5 Other Fixed Price Services: Other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.
- 2.6 Web Services: Annual fees for web services are payable in advance, commencing upon the availability of the service. Your annual fees for the initial term are set forth in the



- Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.
- 2.7 Annual Services: Unless otherwise indicated in this Exhibit B, fees for annual services are due annually, in advance, commencing on the availability of the service. Your annual fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual fees will be at our then-current rates.

3. Third Party Products and Hardware.

- 3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
- 3.2 Third Party Software Maintenance: The first year maintenance fee for the Third Party Software is invoiced when we make it available to you for downloading. Subsequent annual maintenance fees for Third Party Software are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.3 Hardware: Third Party Hardware costs, if any, are invoiced upon delivery.
- 3.4 *Hardware Maintenance*: The first year maintenance fee for Hardware is invoiced upon delivery of the hardware. Subsequent annual maintenance fees for hardware are invoiced annually, in advance, at then-current rates, upon each anniversary thereof.
- 3.5 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.
- 3.6 Third Party SaaS: Third Party SaaS Services fees, if any, are invoiced annually, in advance, commencing with availability of the respective Third Party SaaS Services. Pricing for the first year of Third Party SaaS Services is indicated in the Investment Summary. Pricing for subsequent years will be at the respective third party's then-current rates.
- 4. <u>Transaction Fees</u>. Unless paid directly by an end user at the time of transaction, per transaction (call, message, etc.) fees are invoiced on a quarterly basis. Fees are indicated in the Investment Summary and may be increased by Tyler upon notice of no less than thirty (30) days.
- 5. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

<u>Payment.</u> Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.





Exhibit B Schedule 1 Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.



2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler's TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

"No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.



Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

^{*7:00} p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

^{*7:00} p.m. is defined as direct travel time and does not include time taken to stop for dinner.



5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.





Exhibit C SERVICE LEVEL AGREEMENT

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process. This SLA does not apply to any Third Party SaaS Services. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Actual Attainment: The percentage of time the Tyler Software is available during a calendar month, calculated as follows: (Service Availability – Downtime) ÷ Service Availability.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during Service Availability, as defined below, when all users cannot launch, login, search or save primary data in the Tyler Software. Downtime does not include those instances in which only a Defect is present.

Emergency Maintenance Window: (1) maintenance that is required to patch a critical security vulnerability; (2) maintenance that is required to prevent an imminent outage of Service Availability; or (3) maintenance that is mutually agreed upon in writing by Tyler and the Client.

Planned Downtime: Downtime that occurs during a Standard or Emergency Maintenance window.

Service Availability: The total number of minutes in a calendar month that the Tyler Software is capable of receiving, processing, and responding to requests, excluding Planned Downtime, Client Error Incidents, denial of service attacks and Force Majeure. Service Availability only applies to Tyler Software being used in the live production environment.

Standard Maintenance: Routine maintenance to the Tyler Software and infrastructure. Standard Maintenance is limited to five (5) hours per week.

III. Service Availability

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support case number.



b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of Planned Downtime, a Client Error Incident, denial of service attack or Force Majeure). We will also work with you to resume normal operations.

c. Client Relief

Our targeted Attainment Goal is 100%. You may be entitled to credits as indicated in the Client Relief Schedule found below. Your relief credit is calculated as a percentage of the SaaS Fees paid for the calendar month.

In order to receive relief credits, you must submit a request through one of the channels listed in our Support Call Process within fifteen (15) days of the end of the applicable month. We will respond to your relief request within thirty (30) days of receipt.

The total credits confirmed by us will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Credits are only payable when Actual Attainment results in eligibility for credits in consecutive months and only for such consecutive months.

Client Relief Schedule					
Actual Attainment Client Relief					
99.99% - 99.70%	Remedial action will be taken				
99.69% - 98.50%	2% of SaaS Fees paid for applicable month				
98.49% - 97.50%	4% of SaaS Fees paid for applicable month				
97.49% - 96.50%	6% of SaaS Fees paid for applicable month				
96.49% - 95.50%	8% of SaaS Fees paid for applicable month				
Below 95.50%	10% of SaaS Fees paid for applicable month				

^{*} Notwithstanding language in the Agreement to the contrary, Recovery Point Objective is one (1) hour.

IV. Maintenance Notifications

We perform Standard Maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

Not all maintenance activities will cause application unavailability. However, if Tyler anticipates that activities during a Standard or Emergency Maintenance window may make the Tyler Software unavailable, we will provide advance notice, as reasonably practicable, that the Tyler Software will be unavailable during the maintenance window.





Exhibit C Schedule 1 Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support for authorized users*:

- (1) On-line submission (portal) for less urgent and functionality-based questions, users may create support incidents through the Tyler Customer Portal available at the Tyler Technologies website. A built-in Answer Panel provides users with resolutions to most "how-to" and configuration-based questions through a simplified search interface with machine learning, potentially eliminating the need to submit the support case.
- (2) Email for less urgent situations, users may submit emails directly to the software support group.
- (3) Telephone for urgent or complex questions, users receive toll-free, telephone software support.
 - * Channel availability may be limited for certain applications.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website www.tylertech.com for accessing client tools, documentation, and other information including support contact information.
- (2) Tyler Search -a knowledge based search engine that lets you search multiple sources simultaneously to find the answers you need, 24x7.
- (3) Tyler Community –provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (4) Tyler University online training courses on Tyler products.

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Labor Day
Martin Luther King, Jr. Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

For support teams that provide after-hours service, we will provide you with procedures for contacting support staff after normal business hours for reporting Priority Level 1 Defects only. Upon receipt of



such a Defect notification, we will use commercially reasonable efforts to meet the resolution targets set forth below.

We will also make commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to assist your IT staff with applying patches and release upgrades, as well as consulting with them on server maintenance and configuration of the Tyler Software environment.

Incident Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique case number. This system tracks the history of each incident. The case number is used to track and reference open issues when clients contact support. Clients may track incidents, using the case number, through Tyler's Customer Portal or by calling software support directly.

Incident Priority

Each incident is assigned a priority level, which corresponds to the Client's needs. Tyler and the Client will reasonably set the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the Client towards clearly understanding and communicating the importance of the issue and to describe generally expected response and resolution targets in the production environment only.

References to a "confirmed support incident" mean that Tyler and the Client have successfully validated the reported Defect/support incident.

Priority Level	Characteristics of Support Incident	Resolution Targets*
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.



Priority Level	Characteristics of Support Incident	Resolution Targets*		
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted data is limited to assisting the Client in restoring its last available database.		
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack, which shall occur at least quarterly. For non-hosted customers, Tyler's responsibility for lost or corrupted data is limited to assisting the Client in restoring its last available database.		
4 Non- critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days of receipt of the incident. Once the incident has been confirmed, Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.		

*Response and Resolution Targets may differ by product or business need

Incident Escalation

If Tyler is unable to resolve any priority level 1 or 2 defect as listed above or the priority of an issue has elevated since initiation, you may escalate the incident to the appropriate resource, as outlined by each product support team. The corresponding resource will meet with you and any Tyler staff to establish a mutually agreeable plan for addressing the defect.

Remote Support Tool

Some support calls may require further analysis of the Client's database, processes or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Tyler's support team must have the ability to quickly connect to the Client's system and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D Third Party Terms

Reserved

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





Exhibit E Statement of Work

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK





San Benito County Water District

SOW from Tyler Technologies, Inc.

11/8/2024

Presented to: Brett Miller 30 Mansfield Rd Hollister, CA 95023

Contact: Cody Gunstenson Email: Cody.Gunstenson@TylerTech.com 5519 53rd St., Lubbock, TX 79414

Table of Contents

PART	Γ1:	EXECUTIVE SUMMARY1
1. P	roi	ect Overview
1.1	,	Introduction
1.2		Project Goals
1.3		Methodology
1.5		The thousand by
PART	Ր 2։	PROJECT FOUNDATION3
2. P	roje	ect Governance 3
3. P	roje	ect Scope Control
3.1	•	Managing Scope and Project Change
3.2		Change Control
3.3		Change Request Management
4. A	cce	ptance Process 6
5. R	مام	s and Responsibilities 6
5. K		
	.1.1	Tyler Roles & Responsibilities
		.,
	.1.2	, , , , , , , , , , , , , , , , , , , ,
,	.1.3	
	.1.4	,
	.1.5	
	.1.6	,
5.2		District Roles & Responsibilities9
33733	.2.1	Any page rates and it have brighted and the property of the pr
	.2.2	Č
5.	.2.3	and the statement of the supplement of the statement of t
5.	2.4	
5.	2.5	
5.	2.6	
5.	2.7	District Technical Lead
5.	2.8	District Change Management Lead
PART	3:	PROJECT PLAN
6. Pi	roje	ct Stages13
6.1	1	Initiate and Plan 14
6.	1.1	Initial Coordination14
6.	1.2	Project/Phase Planning15
6.	1.3	

6	.1.4	Stakeholder Meeting	. 17
	.1.5		. 18
2	.1.6		. 18
6.2		Assess & Define	. 18
6	.2.1		
6	.2.2		. 19
6	.2.3		. 20
	.2.4	Conversion Assessment	. 20
6	.2.5		. 21
	.2.6		. 21
6.3		Prepare Solution	. 22
	.3.1		. 22
6	.3.2		
6	.3.3		
	.3.4		
	.3.5		. 27
	.3.6		
	.3.7		. 27
6.4		Production Readiness	. 27
	.4.1	THE STATE OF THE S	
	.4.2		
	.4.3		
	.4.4	and the second s	. 31
6.5		Production	. 31
6	.5.1	Go-Live	. 31
6	.5.2		
6	.5.3	Post Go-Live Activities	. 33
	.5.4	the state of the s	
6.6		Close	
	.6.1		
	.6.2		
	.6.3		. 37
7. G	iene	eral Assumptions	37
7.1		Project	37
7.2		Organizational Change Management	. 37
7.3		Resources and Scheduling	. 38
7.4		Data	38
7.5		Facilities	. 39
8. 6	ilos	sary	40
			15
PART	Г4:	APPENDICES	43
9. 0	onv	version	43
9.1		FRP Pro Financials Conversion Summary	4:

0.1	1 General Ledger	43
	1 General Ecogor	43
9.1.	2 Accounts Payable	43
9.1.	Personnel Management	43
10. A	dditional Appendices	45
10.1	This work package is not applicable	45
10.1	This work package is not applicable	
44 D	roject Timeline	46
11. P	roject filliellie	46
11.1	ERP Pro Financial Management Timeline	46
11.2	This work package is not applicable	46
11.2	This work package is not applicable	

Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies ("Tyler") is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler's end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler's solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work ("SOW") documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and the District (collectively the "Project").

The overall goals of the project are to:

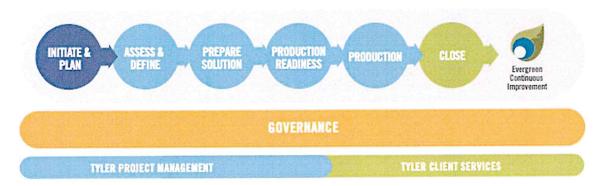
- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by the District and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler's six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the District's complexity and organizational needs.

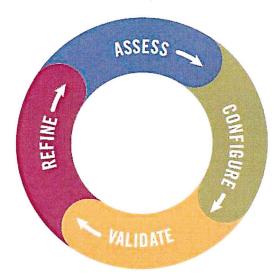
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both the District and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that the District and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where the District's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to complete the Project efficiently and effectively.

Part 2: Project Foundation

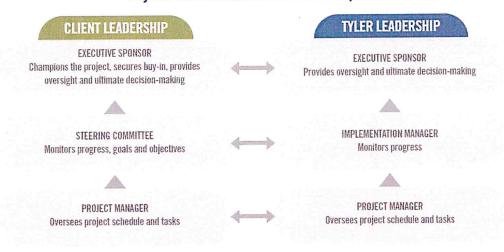
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and the District collaborate to resolve Project challenges according to defined escalation paths. If project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the District Steering Committee become the escalation points to triage responses prior to escalation to the District and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The District and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the "triple constraints" or project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and delays relative to the schedule, some changes may result in less cost to the District; for example, the District may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:

- The nature of the change.
- A good faith estimate of the additional cost or associated savings to the District, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

The District will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and the District). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process

NEED	SCOPE	DETAILS	REQUEST	CHANGES	SCHEDULE
CLIENT IDENTIFIES NEED/ DESIRE FOR CHANGE	TYLER ASSESSES / DETERMINES OUT OF SCOPE	CLIENT DETAILS NEED IN CHANGE REQUEST FORM	IF TYLER AGREES WITH THE REQUEST	CLIENT AUTHORIZES OR DECLINES THE CHANGE	SCHEDULE ADJUSTED TO ACCOMMODATE THE CHANGE IF NECESSARY
			If Tyler Agrees with Request, Estimate provided to cilent, otherwise reason for denial provided		Including addition of new tasks that result from the change

4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each District office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the District will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining District feedback and approval on Project deliverables will be critical to the success of the Project. The District project manager will strive to gain deliverable and decision approvals from all authorized District representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each District department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The District shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the District does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the District does not agree the Deliverable or Control Point meets requirements, the District shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The District shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the District does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for the District and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at the District, but are roles defined within the Project. It is common for individual resources on both the Tyler and District project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.

5.1.1 Tyler Executive Manager

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the District's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to the District 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with District management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk, and issue management, and is the primary point of contact for all Project related items. As requested by the District, the Tyler Project Manager provides regular updates to the District Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by the District project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.
- Collaborates with the District project manager(s) to plan and schedule Project timelines to achieve on-time implementation.



5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between the District and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to the District any items that may impact the outcomes of the Project.
- Collaborates with the District 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with the District 's project manager(s) to set a routine communication plan that will aide all Project team members, of both the District and Tyler, in understanding the goals, objectives, status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides the District through software validation process following configuration.
- Assists during Go-Live process and provides support until the District transitions to Client Services.
- Facilitates training sessions and discussions with the District and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- May provide conversion review and error resolution assistance.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.
- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.



5.2 District Roles & Responsibilities

District resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 District Executive Sponsor

The District executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the District steering committee, project manager(s), and functional leads to make critical business decisions for the District.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 District Steering Committee

The District steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project's value throughout the organization. The steering committee oversees the District project manager and Project through participation in regular internal meetings. The District steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The District steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - o Cost
 - o Scope
 - o Schedule
 - o Project Goals
 - o District Policies
 - o Needs of other client projects

5.2.3 District Project Manager

The District shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. The District Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the District project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a

timely fashion to avoid Project delays. The District project manager(s) are responsible for reporting to the District steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for the District project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that
 properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between the District and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both the District staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all District resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.
- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to District technical teams to ensure appropriate response and collaboration with
 Tyler Technical Support Teams to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.

- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 District Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to the District project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - o Task completion
 - o Stakeholder Meeting
 - o Project Management Plan development
 - o Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - o Communication with Tyler project team
 - Coordination of District resources
 - Attendance at scheduled sessions
 - Change management activities
 - o Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - o Decentralized end user training
 - o Process testing
 - o Solution Validation

5.2.5 District Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on the District business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to the District staff during and after implementation.



Participate in conversion review and validation.

5.2.6 District End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 District Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for District third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.
- Extracts and transmits conversion data and control reports from the District's legacy system per the conversion schedule set forth in the project schedule.

5.2.7.1 District Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the District's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with District and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.

5.2.8 District Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "Work Packages". The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a "Control Point", confirming the work performed during that stage of the Project has been accepted by the District.

Work Breakdown Structure (WBS)

1. Initiate & Plan	2. Assess & Define	3. Prepare Solution	4. Production Readiness	5. Production	6. Close
1.1 Initial Coordination	2.1 Solution Orientation	3.1 Initial System Deployment	4.1 Solution Validation	5.1 Go Live	6.1 Phase Close Out
1.2 Project/Phase Planning	2.2 Current & Future State Analysis	3.2 Configuration	4.2 Go Live Readiness	5.2 Transition to Client Services	6.2 Project Close Out
1.3 Infrastructure Planning	2.3 Modification Analysis	3.3 Process Refinement	4.3 End User Training	5.3 Post Go Live Activities	
1.4 Stakeholder Meeting	2.4 Conversion Assessment	3.4 Conversion Delivery			
1.5 GIS Planning*	2.5 Data Assessment	3.5 Data Delivery			
		3.6 Modifications*			

^{*}Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as "This work package is not applicable" in Section 6 of the Statement of Work.

6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides the District with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. the District gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the District's team. During this step, Tyler will work with the District to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify District project team.

STAGE 1	Init	ial Co	oord	inatio	on												
	Tyle	er							Dist	rict							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Tyler project team is assigned	Α	R	С	1	1	1	1		T		le.	E.S.		2 6 5	1000		
District project team is assigned									Α	1	R	1	I = s	1		1804	SEASON
Provide initial project documents to the District		А	R	С			С		1		1						
Gather preliminary information requested			1						Α		R	С		С		С	С
Sales to implementation knowledge transfer		А	R	1		1	1				1						
Create Project Portal to store project artifacts and facilitate communication		Α	R								1						

Inputs	Contract documents	
	Statement of Work	

Outputs/Deliverables	Working initial project documents
	Project portal

Work package assumptions:

Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with the District to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all District Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to the District's Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the District Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the District with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Proj	Project/Phase Planning															
	Tyle	r							Distr	ict				1 6 0			
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		А	R						1		С	С	1				

Develop Project Management Plan	А	R					1		С	С	1			
Develop initial project schedule	Α	R	1	1	1	1	1	1	С	С	1	I	С	1

Inputs	Contract documents	
	Statement of Work	
	Guide to Starting Your Project	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	District provides acceptance of schedule
		based on resource availability, project
		budget, and goals.

Work package assumptions:

District has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. The District is responsible for the installation, setup and maintenance of all peripheral devices.

Objectives:

- Ensure the District's infrastructure meets Tyler's application requirements.
- Ensure the District's infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infra	astrud	cture	Plann	ing												
	Tyle	r							Distr	ict							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Initial Infrastructure Communication		А	R		С		С				С						С
Schedule Environment Availability	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	A	R				С				1	8 3 °					

Inputs	Initial Infrastructure Requirements	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Completed Infrastructure Requirements	Delivery of Requirements

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the District Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the District team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stal	kehol	der N	⁄leeti	ng												
	Tyle	r							Dist	rict	Sec.		A REAL	7	7.5	A sér	2 V (C)
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	1	Α	R	1	1				I	1	С		1				
Review Stakeholder Meeting Presentation		1	С						Α		R		С				
Perform Stakeholder Meeting Presentation		А	R	1	1				1	1	С	1	Ι	1	I	1	1

Inputs	Agreement	
	SOW	
	Project Management Plan	

Outputs /		Acceptance Criteria [only] for Deliverables
Deliverables		
	Stakeholder Meeting Presentation	

Work package assumptions:

None

6.1.5 This work package is not applicable.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to the District
- Stakeholder meeting complete

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current District business processes. This information will be used to identify and define business processes utilized with Tyler software. The District collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on District team knowledge transfer such as: eLearning, documentation, or walkthroughs. The District team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

- Provide a basic understanding of system functionality.
- Prepare the District for current and future state analysis.

STAGE 2	Solution Orientation	
	Tyler	District

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	mplementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Fechnical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide pre-requisites			Α	R				10 202			1	133			1		1
Complete pre-requisites											Α	R		С			С
Conduct orientation			Α	R							1	1		1	J. J.		1

Inputs	Solution orientation materials	
	Training Plan	

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

The District and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The District will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the District's responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget, and resource availability.

STAGE 2	Current & Future State Ana	lysis	
	Tyler	District	

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Current State process review			А	R	1	L	1				С	С	С	С			С
Discuss future-state options			А	R	С	С	С				С	С	С	С			С
Make future-state decisions (non-COTS)			С	С	С	С	С				Α	R	I	С			С
Document anticipated configuration options required to support future state			А	R	С	С	С				_	_	I	1			I

Inputs	District current state documentation	
	Solution Orientation completion	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state	Delivery of document
	decisions and configuration options to support	
	future-state decisions.	

- District attendees possess sufficient knowledge and authority to make future state decisions.
- The District is responsible for any documentation of current state business processes.
- The District can effectively communicate current state processes.

6.2.3 This work package is not applicable.

6.2.4 Conversion Assessment

Data Conversions are a major effort in any software implementation. Tyler's conversion tools facilitate the predictable, repeatable conversion process that is necessary to support a successful transition to the Tyler system. The first step in this process is to perform an assessment of the existing ("legacy") system(s), to better understand the source data, risks, and options available. Once the data has been analyzed, the plan for data conversion is completed and communicated to the appropriate stakeholders.

- Communicate a common understanding of the project goals with respect to data.
- Ensure complete and accurate source data is available for review/transfer.
- Map the data from the source to the Tyler system.



Document the data conversion/loading approach.

STAGE 2	Dat	Data Conversion Assessment															
	Tyle	r							District								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Extract Data from Source Systems			1		С						А						R
Review and Scrub Source Data			1	1.	1						Α	R		С			1
Build/Update Data Conversion Plan			R	С	С						С	T	ı	1			Ī

Inputs	District Source data
	District Source data Documentation (if available)

Outputs /		Acceptance Criteria [only] for Deliverables
Deliverables	Data Conversion Plan built/updated	District Acceptance of Data Conversion Plan,
		if Applicable

Work package assumptions:

- Tyler will be provided with data from the Legacy system(s) in a mutually agreed upon format.
- Tyler will work with the District representatives to identify business rules before writing the conversion.
- District subject matter experts and resources most familiar with the current data will be involved in the data conversion planning effort.

6.2.5 This work package is not applicable.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

Documentation of future state decisions and configuration options to support future state decisions.

- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.
- Conversion data extracts are received by Tyler.
- Data conversion plan built.

Prepare Solution 6.3

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the District against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

- All licensed software is installed and operational.
- The District can access the software.

STAGE 3	Initi	al Sys	tem [Deplo	ymer	it (Ho	sted/	SaaS)	*									
	Tyle	r							District									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads	
Prepare hosted environment			А				R				1	1					С	
Install Licensed Software for Included Environments			А				R				1						С	
Install Licensed Software on District Devices (if applicable)			1				С				Α						R	
Tyler System Administration			А				R				1						С	

	-	Table Science	Description 1988	deministration	Control of the last	Topico otton	A STATE OF THE PARTY OF	100000000000000000000000000000000000000	Carrie of the	The second	On Aller	NO Tar - CO.	1207/1925 (COV)	CONTRACTOR OF	Charles .	HITCHES .
Training (if														10.0		
applicable)	7			是那些									19-10	Alexa)		

Outputs /		Acceptance Criteria [only] for Deliverables
Deliverables	Licensed Software is Installed on the Server(s)	Software is accessible
	Licensed Software is Installed on District	Software is accessible
	Devices (if applicable)	
	Installation Checklist/System Document	

- The most current available version of the Tyler Licensed Software will be installed.
- The District will provide network access for Tyler modules, printers, and Internet access to all applicable District and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with the District to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. The District collaborates with Tyler staff iteratively to validate software configuration.

- Software is ready for validation.
- Educate the District Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Con	figur	ation														
	Tyle	r	in the second						Dist	rict				2/3			
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							ı	С		С			
Complete Tyler configuration tasks (where applicable)			А	R							1	I		1			

Complete District	46.00	12.7											
configuration tasks			Les	C					Α	R	С	134	
(where applicable)													
Standard interfaces				4000									
configuration and		15-3	Α	R		C			1	C	C		С
training (if applicable)													
Updates to Solution			-	-			10		Α	R	C		C
Validation testing plan				C					^		Č		

Inputs	Documentation that describes future state decisions and configuration options to support future
	state decisions.

Outputs /	-	Acceptance Criteria [only] for Deliverables
Deliverables		
	Configured System	

Tyler provides guidance for configuration options available within the Tyler software. The District is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the District users on how to execute processes in the system to prepare them for the validation of the software. The District collaborates with Tyler staff iteratively to validate software configuration options to support future state.

- Ensure that the District understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Prod	cess R	efine	ment	6												
	Tylei								Distr	rict							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct process training			Α	R							1	С	I	С			

Confirm process		1	1	С		61			Α	R	С		С			
decisions	3 14								^	1	Č		D SPAN	15.16		3 -12
Test configuration			1	C						Α	R		С	PARTY.		
Refine												201				
configuration				С		1000				Α	R		С			
(District				C			800			^	ı,		C			
Responsible)																182
Refine																4 Y
configuration (Tyler			Α	R						1	1		1			
Responsible)																
Validate interface		ART TO		С		С				Α	R		С			С
process and results				C		·				^	1,				Section	
Update District-														Age S		
specific process				С						Α	R		С			
documentation (if				C						^			C		2012-012	
applicable)									112							
Updates to																
Solution Validation		ALC: NO.	C	С						Α	R		С			C
testing plan								- 7	10					MARIN		

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support
	future state decisions.
	Solution validation test plan

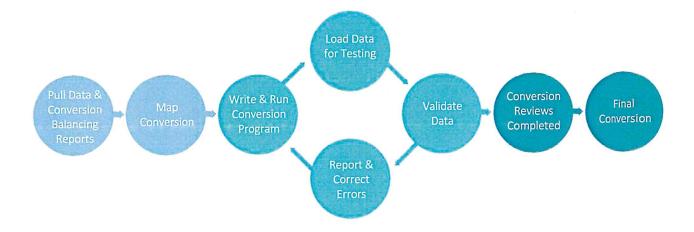
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed District-specific process	
	documentation (completed by District)	

None

6.3.4 Conversion Delivery

The purpose of this task is to transition the District's data from their source ("legacy") system(s) to the Tyler system(s). The data will need to be mapped from the legacy system into the new Tyler system format. A well-executed data conversion is key to a successful cutover to the new system(s).

With guidance from Tyler, the District will review specific data elements within the system and identify / report discrepancies. Iteratively, Tyler will collaborate with the District to address conversion discrepancies. This process will allow for clean, reconciled data to transfer from the source system(s) to the Tyler system(s). Reference Conversion Appendix for additional detail.



Objectives:

Data is ready for production (Conversion).

STAGE 3	Data	Deli	very 8	& Con	versio	on											
	Tyler								District								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide data crosswalks/code mapping tool			А	С	R						1	L		1			
Populate data crosswalks/code mapping tool			1	С	С						Α	R		С			
Iterations: Conversion Development			А	С	R						1						1
Iterations: Deliver converted data			Α		R		1				1						1
Iterations: Proof/Review data and reconcile to source system			С	С	С						А	R		С			С

Inputs		
	Data Conversion Plan	
	Configuration	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Code Mapping Complete / Validated	
	Conversion Iterations / Reviews Complete	Conversion complete, verified, and ready for
		final pass

- The District will provide a single file layout per source system as identified in the investment summary.
- The District subject matter experts and resources most familiar with the current data will be involved in the data conversion effort.
- The District project team will be responsible for completing the code mapping activity, with assistance from Tyler.
- 6.3.5 This work package is not applicable.
- 6.3.6 This work package is not applicable.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler's receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.
- Installation checklist/system document.
- Conversion iterations and reviews complete.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the District team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the District to review the status of the project and the organizations readiness for go-live.



6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that the District verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure the District organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solu	ution	Valid	ation	1												
	Tyle	r							Dist	rict						全点	
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update Solution Validation plan			А	R	С						С	С		С			
Update test scripts (as applicable)			С	С	С						Α	R		С			
Perform testing			С	С	С						Α	R		С			
Document issues from testing			С	С	С						Α	R		С			
Perform required follow- up on issues			А	R	С						С	С		С			

Inputs	Solution Validation plan	
_	Completed work product from prior stages (configuration, business process, etc.)	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	District updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and the District will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the District has considered its ability to successfully Go-Live. Issues

and concerns will be discussed, and mitigation options documented. Tyler and the District will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-	Live I	Readi	ness													
	Tyle	r							Dist	rict		Yeld.			Na in		
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	ı	Α	R	С	С	1	С	1	1	1	1		1				1
Conduct Go-Live planning session		Α	R	С							С	С	С	С	С		С
Order peripheral hardware (if applicable)			1							Α	R						С
Confirm procedures for Go-Live issue reporting & resolution		А	R	T	1	J.	1				С	С	1	1	1	1	1
Develop Go-Live checklist		Α	R	С	С						С	С	1	С			С
Final system infrastructure review (where applicable)			А			# 10 E	R				С		5 1 2 E				С

Inputs	Future state decisions	
	Go-live checklist	
		Acceptance Criteria [only] for Deliverables
Outputs /		/ toocptained entre [e.i./]

Work package assumptions:

Updated go-live checklist

None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Updated Action plan and Checklist for go-live

delivered to the District

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler's responsibility to develop District specific business process documentation. District-led training labs using District specific business process documentation if created by the District can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- The District is prepared for on-going training and support of the application.

STAGE 4	End	Usei	Trai	ning													
	Tyle	r							Dist	rict	(May)				i de		<u> </u>
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Update training plan		Α	R	С							С		1		С		
End User training (Tyler-led)		Α	R	С							С	С	1	С	С	С	
Train-the-trainer		Α	R	С							С	С	1	С			
End User training (District-led)			С	С	4						Α	R	1	С	С	С	

Inputs	Training Plan
	List of End Users and their Roles / Job Duties
	Configured Tyler System

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	District signoff that training was delivered

Work package assumptions:

- The District project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with the District as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of District departments.
- The District will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler's receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and/or checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and the District will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with the District to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, the District and Tyler will complete work assigned to prepare for Go-Live.

The District provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final conversion iteration, if applicable. If defined in the action plan, the District manually enters any data added to the Legacy System after final data extract into the Tyler system.

Tyler staff collaborates with the District during Go-Live activities. The District transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

- Execute day to day processing in Tyler software.
- District data available in Production environment.

STAGE 5	Go-Live		
	Tyler	District	

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			С		С						Α						R
Final source data pushed											and state	SADE				- 67	V.
into production																	
environment, if			Α	С	R							С		С			С
applicable																	
Proof final converted			С	С	С						Α	R		С			
data, if applicable			C	C	C						^	1,		-			KW.
Complete Go-Live																	
activities as defined in			С	С	С					Α	R	С	1	С			
the Go-Live action plan		100										GE/			10.77		
Provide Go-Live		90	Α	R	С	С					С	С		С		1	С
assistance											Lies	34.7					

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	District confirms data is available in production
		environment

- The District will complete activities documented in the action plan for Go-Live as scheduled.
- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The District business processes required for Go-Live are fully documented and tested.
- The District Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The District Project Team and Power User's provide business process context to the end users during Go-Live.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of the District onto the Tyler Client Services team, who provides the District with assistance following Go-Live, officially transitioning the District to operations and maintenance.

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to the District teams for key processes and subject areas.

STAGE 5	Tra	nsitio	n to	Clien	t Serv	vices											
	Tyle	r							Dist	rict							
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Transfer District to Client Services and review issue reporting and resolution processes	T	-	А	ı	İ			R	1	1	С	С		С			
Review long term maintenance and continuous improvement			А					R			С	С		С			

Inputs	Open item/issues List	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	

No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities	
	Tyler	District

RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		А	R	С	С	С	С	-			C	С	_	C			С
Determine resolution plan in preparation for phase or project close out		А	R	С	С	С		-			С	С		С			

Inputs	List of post Go-Live activities	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Undated issues log	

System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:

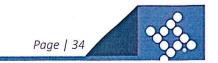
- Advancement to the Close stage is not dependent upon Tyler's receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. The District transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).



6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of the District for systems implemented in the Phase.

Objectives:

Agreement from Tyler and the District teams that activities within this phase are complete.

STAGE 6	Pha	se Cl	ose C	ut													
	Tyle	r							Dist	rict						E.	
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	1	А	R						-1	1	С						
Hold post phase review meeting		Α	R	С	С	С	С				С	С	С	С			С
Release phase- dependent Tyler project resources	А	R	1								1						

Participants	Tyler	District
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users,
		Technical Leads
	Technical Consultants (Conversion, Deployment,	
	Development)	
	Client Services	

Inputs	Contract	
	Statement of Work	
	Project artifacts	

Outputs /		Acceptance Criteria [only] for Deliverables
Deliverables		
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time the District may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to the District teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Pro	ject (Close	Out													
	Tyle	r							Dist	rict	Turn,	Mak		46			See A
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power	Department Heads	End Users	Technical Leads
Conduct post project review	i k	Α	R	С	С	С	С				С	С	С	С			С
Deliver post project report to District and Tyler leadership	1	Α	R		1				1	1	С						
Release Tyler project resources	Α	R	1								1						

Inputs	Contract	
	Statement of Work	

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	District acceptance; Completed report indicating all project Deliverables and
		milestones have been completed

Work package assumptions:

• All project implementation activities have been completed and approved.

- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

Post Project Report.

Close Stage Acceptance Criteria:

Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and the District will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a few assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The District Project Team will complete their necessary assignments in a mutually agreed upon timeframe to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.
- Tyler will provide a written agenda and notice of any prerequisites to the District project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled onsite or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, the District is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring the District to make process changes.
- The District is responsible for defining, documenting, and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, District is responsible for managing Organizational Change. Impacted District resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted District resources understand the value of the change, and why they are being asked to change.



7.3 Resources and Scheduling

- District resources will participate in scheduled activities as assigned in the Project Schedule.
- The District team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and the District will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget, and schedule) will be assessed and documented as part of the change control process.
- The District will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- The District makes timely Project related decisions to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- The District will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- The District will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.

7.4 Data

- Data will be converted as provided and Tyler will not create data that does not exist.
- The District is responsible for the quality of legacy data and for cleaning or scrubbing erroneous legacy data.
- Tyler will work closely with the District representatives to identify business rules before writing the conversion. The District must confirm that all known data mapping from source to target have been identified and documented before Tyler writes the conversion.
- All in-scope source data is in data extract(s).
- Each legacy system data file submitted for conversion includes all associated records in a single approved file layout.
- The District will provide the legacy system data extract in the same format for each iteration unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget and resource availability may occur and/or data in the new system may be incorrect.
- The District Project Team is responsible for reviewing the converted data and reporting issues during each iteration, with assistance from Tyler.
- The District is responsible for providing or entering test data (e.g., data for training, testing interfaces, etc.)

7.5 Facilities

- The District will provide dedicated space for Tyler staff to work with District resources for both on-site and remote sessions. If Phases overlap, District will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- The District will provide staff with a location to practice what they have learned without distraction.

8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks, or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]

Infrastructure	The composite hardware, network resources and services required for the existence, operation, and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler's existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client's physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler's physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.

Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services, and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program, or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.

Part 4: Appendices

9. Conversion

9.1 ERP Pro Financials Conversion Summary

9.1.1 General Ledger

Standard Conversion Includes:

- Full chart of accounts listing, descriptions, and corresponding account types
- Element (segment) values and descriptions
- Unlimited historical transactions as provided by client.

NOTE: Summarized budget figures for current fiscal year and historical years can be imported into the system from Excel. The District is ultimately responsible for producing the budget figures in Excel and verifying the results. Training will be provided on how to import budgets from Excel.

NOTE: Summarized beginning balance sheet entries, as well as summarized fiscal year activity entries, can be imported into the system from Excel for the current year. The District is ultimately responsible for producing the entries in Excel and verifying the results. Training will be provided on how to import JEs from Excel.

9.1.2 Accounts Payable

Standard Conversion Includes:

- Vendor master information, address, primary contact, and NOTEs
- Unlimited historical transactions as provided by client.

NOTE: 1099 balances and non-1099 balances can be imported into the system using a standard import available to the District from Excel. The District will ultimately be responsible for creating the Excel spreadsheet and verifying the results. Training will be provided on how to import balances from Excel.

9.1.3 Personnel Management

Standard Conversion Includes:

- Basic employee information employee master, address, primary contact, dates, phone numbers, dependents, NOTEs
- Current direct deposit bank information
- Federal and state tax withholding information
- Unlimited historical transactions provided by client.

NOTE: Employee positions/deductions will be created according to recommended best business practices.

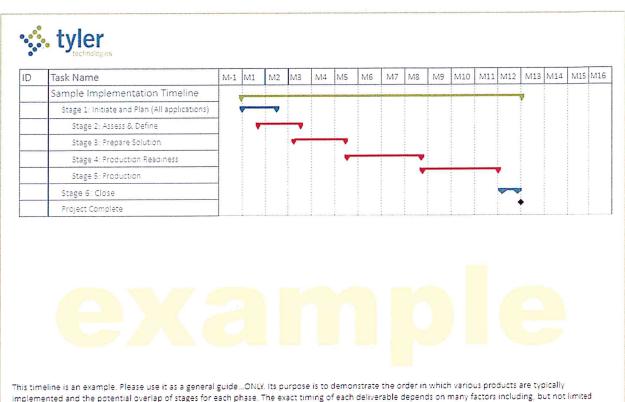
NOTE: Clients going live on payroll mid-calendar year will have the option to import or enter quarterly employee payroll history to meet federal and state reporting requirements giving the ability to create a single set of W-2's at calendar year end. The District will ultimately be responsible for entering in the

quarterly employee payroll history and verifying the results. Training will be provided on how to enter in this information.

- 10. Additional Appendices
- 10.1 This work package is not applicable.

11. Project Timeline

11.1 ERP Pro Financial Management Timeline



This timeline is an example. Please use it as a general guide...ONLY. Its purpose is to demonstrate the order in which various products are typically implemented and the potential overlap of stages for each phase. The exact timing of each deliverable depends on many factors including, but not limited to, the client's ability to commit resources to the project, client blackout dates, and the alignment of client business practices with Tyler implementation methodology. Tyler makes no guarantees that implementation schedules will align with this example.

11.2 This work package is not applicable.

Notice of Exemption

Appendix E

To: Office of Planning and Research P.O. Box 3044, Room 113	From: (Public Agency): 30 Mansfield Road	San Benito County Water District			
Sacramento, CA 95812-3044	Hollister, CA 95023				
County Clerk County of: San Benito		(Address)			
1601 Lana Way		(1.00.000)			
Hollister, CA 95023					
Project Title: Geotechnical Boreholes for t					
Project Applicant: San Benito County Water	er District				
Project Location - Specific:					
On Fallon Road. See attached map.					
Project Location - City: Hollister	Project Location -	County: San Benito			
Description of Nature, Purpose and Beneficiar	•				
Drill one (2) geotechnical boreholes to an approximate depth of 20 feet below ground surface in Hollister, CA to understand the soil layer at this location for a future project. The beneficiaries of this study include San Benito County Water District, Sunnyslope County Water District, and the City of Hollister.					
Name of Public Agency Approving Project: Sa	an Benito County Water D	istrict (SBCWD) pnald P.E., Senior Engineer			
	, ott.				
Exempt Status: (check one): Ministerial (Sec. 21080(b)(1); 15268);					
☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));				
☐ Emergency Project (Sec. 21080(b)(4)	; 15269(b)(c));	06 Class 6 Information Collection			
☐ Categorical Exemption. State type and Statutory Exemptions. State code nur	d section number: Oco 100				
Reasons why project is exempt:	nibet.				
• • • •	l soils composition in a	rea of interest and will have			
This project is a study to understand soils composition in area of interest and will have minimal impact to surrounding environment.					
·					
Lead Agency Contact Person: David Macdonald, P.E.	Area Code/Teleph	one/Extension: 831-637-8218			
If filed by applicant: 1. Attach certified document of exemption 2. Has a Notice of Exemption been filed b	finding. y the public agency approvir	ng the project? □ Yes □ No			
Signature:	_ Date:	Title:			
■ Signed by Lead Agency ☐ Signe					
	_	eived for filing at OPR:			
Authority cited: Sections 21083 and 21110, Public Resonant Reference: Sections 21108, 21152, and 21152.1, Public		oreca for thing at Or 11.			

Notice of Exemption

Appendix E

To: Office of Planning and Research P.O. Box 3044, Room 113	From: (Public Agency): San Benito County Water Dist	rict			
Sacramento, CA 95812-3044	Hollister, CA 95023				
County Clerk County of: San Benito	(Address)				
1601 Lana Way	((
Hollister, CA 95023					
Project Title: Geotechnical Boreholes for the					
Project Applicant: San Benito County Water	er District				
Project Location - Specific:					
On Fallon Road. See attached map.					
Project Location - City: Hollister	Project Location - County: San Benito				
Description of Nature, Purpose and Beneficiari					
Drill three (3) geotechnical boreholes to an approximate layer at this location for a future project. The beneficiarie Water District, and the City of Hollister.	depth of 20 feet below ground surface in Hollister, CA to understand the ses of this study include San Benito County Water District, Sunnyslope Court	oil nty			
Name of Public Agency Approving Project: Sa	an Benito County Water District (SBCWD)				
Name of Porcen or Agency Carrying Out Project	ect: SBCWD, David Macdonald P.E., Senior Engineer				
	501.				
Exempt Status: (check one): ☐ Ministerial (Sec. 21080(b)(1); 15268); ☐ Declared Emergency (Sec. 21080(b)(3)) ☐ Emergency Project (Sec. 21080(b)(4)); ☐ Categorical Exemption. State type and ☐ Statutory Exemptions. State code num	3); 15269(a)); ; 15269(b)(c)); d section number: Sec 15306 Class 6 Information Collect	ion_			
Reasons why project is exempt:					
This project is a study to understand minimal impact to surrounding environ	I soils composition in area of interest and will ha onment.	ve			
Lead Agency Contact Person: David Macdonald, P.E.	Area Code/Telephone/Extension: 831-637-8218	}			
If filed by applicant: 1. Attach certified document of exemption 2. Has a Notice of Exemption been filed by	finding. y the public agency approving the project? ☐ Yes ☐ No				
Signature:	Date: Title:				
■ Signed by Lead Agency □ Signed					
Authority cited: Sections 21083 and 21110, Public Resource: Sections 21108, 21152, and 21152.1, Public	urces Code. Date Received for filing at OPR: Resources Code.	***************************************			

Notice of Exemption

Appendix E

To: Office of Planning and Research P.O. Box 3044, Room 113	From: (Public Agency): 30 Mansfield Road	San Benito County Water District			
Sacramento, CA 95812-3044	Hollister, CA 95023				
County Clerk County of: San Benito		(Address)			
1601 Lana Way					
Hollister, CA 95023					
Project Title: Geotechnical Boreholes for the	WHWTP Expansion				
Project Applicant: San Benito County Water D	District				
Project Location - Specific:					
On Fallon Road. See attached map.					
Project Location - City: Hollister	Project Location -	County: San Benito			
Description of Nature, Purpose and Beneficiaries					
Drill three (3) geotechnical boreholes to an approximate depth of 20 feet below ground surface in Hollister, CA to understand the soil layer at this location for a future project. The beneficiaries of this study include San Benito County Water District, Sunnyslope County Water District, and the City of Hollister.					
Name of Public Agency Approving Project: San I	Benito County Water D	istrict (SBCWD)			
Name of Person or Agency Carrying Out Project:	SBCWD, David Macdo	onald P.E., Senior Engineer			
Exempt Status: (check one): ☐ Ministerial (Sec. 21080(b)(1); 15268); ☐ Declared Emergency (Sec. 21080(b)(3); ☐ Emergency Project (Sec. 21080(b)(4); 15 ☐ Categorical Exemption. State type and so ☐ Statutory Exemptions. State code number	5269(b)(c)); ection number: Sec 153	06 Class 6 Information Collection			
Reasons why project is exempt:					
This project is a study to understand so minimal impact to surrounding environ		rea of interest and will have			
Lead Agency Contact Person: David Macdonald, P.E.	Area Code/Telepho	one/Extension: 831-637-8218			
If filed by applicant: 1. Attach certified document of exemption fine 2. Has a Notice of Exemption been filed by the	ding. ne public agency approvir	ng the project? □ Yes □ No			
Signature: D	oate:	Title:			
■ Signed by Lead Agency □ Signed by	y Applicant				
Authority cited: Sections 21083 and 21110, Public Resource Reference: Sections 21108, 21152, and 21152.1, Public Res		eived for filing at OPR:			

San Benito County Water District Agenda Transmittal

Agenda Item:

10

Meeting Date: December 18, 2024

Submitted By: Dana Jacobson

Presented By: Dana Jacobson

Agenda Title: Consider Approving the Second Amended and Restated San Luis & Delta-

Mendota Water Authority Joint Exercise of Powers Agreement

Detailed Description: In 1990, the District executed the San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement (JPA Agreement) to become a founding member of the San Luis & Delta Mendota Water Authority (Water Authority). The JPA Agreement was subsequently amended in 1992, to further describe the governance structure of the organization. At this time, the Water Authority assumed full responsibility from the federal government for operating and maintaining (O&M) certain Central Valley Project (CVP) facilities, including those that are needed to deliver CVP water to the District, which was its primary purpose. A secondary purpose of the Water Authority, is to represent its members on issues of common interest, including legislative, administrative, and legal issues, and proceedings related to CVP water supplies.

The JPA Agreement is now being amended a second time as part of a suite of administrative actions needed to update the Water Authority's governance structure and cost recovery procedures. These changes are the result of lengthy negotiations with the Friant Water Authority (Friant) and are intended to resolve several longstanding disputes. Although Friant is not a member of the Water Authority, it is responsible for the repayment of a significant portion of the Water Authority's O&M costs due to its obligation to pay for the delivery of CVP water to the San Joaquin River Exchange Contractors (Exchange Contractors). Historically, Friant has been provided representation on the Water Authority's Finance and Administration Committee but has not been represented on its Board of Directors. The Second Amended JPA Agreement provides Friant with new rights, most notably an entitlement to representation on the Board for any action funded by Water Authority O&M for which Friant has contributed.

The JPA Agreement requires that any amendment to it be approved by a majority of Water Authority members to become effective. This threshold was reached last summer, and the amendment is now effective.

Earlier this year, the Water Authority also took several other actions to implement recent agreements with Friant (these do not need approval by the District), including:

- 1. Updated cost allocation procedures: The cost allocation process used to develop Water Authority O&M rates is governed by a Memorandum of Understanding (MOU) with Friant, which was recently amended a second time. Significant changes include the modification of certain cost pools, which are intended to align the costs Friant pays more closely with the actual facilities used to deliver water to the Exchange Contractors. This results in a redistribution of costs among Water Authority members and Friant, but it will not materially reduce Friant's financial obligation. Water Authority staff reviewed the new methodology and found that the changes are likely to result in a slight decrease in the District's share of Water Authority O&M rates.
- 2. Updated Bylaws: The Water Authority recently approved amendments to its Bylaws consistent with the governance changes reflected in the Second Amended JPA Agreement. The Bylaws now create a Planning Committee, which will provide a forum to discuss and make recommendations to the Board for cost allocations on high-cost projects. The updated Bylaws became effective upon the Second Amended JPA Agreement becoming effective.

		r Board Action ing this item to		•	-	inistration Comn	nittee
Finan	cial Impact:		Yes	X	No		
Secon Amen	d Amended JI ded MOU wil Authority est	PA Agreement l be applied to	. However, to future Water	the revised or Authority	ost recover O&M costs	ociated with approxy practices described by the District of \$0.13 per actions.	ribed in the rict. The
1. 2. 3.		: on Committee anded JPA Agi		lation			
Recommendation: District staff reviewed the revisions to the agreement and recommend that the board approve the Second Amended JPA Agreement. The amendment will resolve several long-standing disputes and will improve transparency with respect to decision making for future high-cost repairs on CVP facilities. Additionally, it will not result in an increase in the District's financial obligation for Water Authority O&M costs.							
Action	Required:	X Resolut	tion2	XMot	ion	Review	

Board Action

Resolution No	Motion By	Second By
Ayes		Abstained
Noes		Absent
Reagendized	Date	No Action Taken

BOARD AGENDA MEMO

DATE:

December 5, 2024

TO:

Board of Directors

FROM:

Administration Committee

(Flores/Williams*)

SUBJECT: Board Recommendation to approve the Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement

The Administration Committee met on December 5, 2024 and discussed the Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement.

The Administration Committee agreed to recommend the Board approve the Second Amended and Restated San Luis & Delta-Mendota Water Authority Joint Exercise of Powers Agreement

Director Flores

Director Williams*

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY



Second Amended and Restated Joint Exercise of Powers Agreement

Adopted: July 1, 1990

First Amendment: January 1, 1992

Second Amendment: July 8, 2024

SECOND AMENDED AND RESTATED

JOINT EXERCISE OF POWERS AGREEMENT

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

This agreement is made and entered into as of the 8th day of July, 2024, by and between

the parties on the attached Exhibit A, and amends and restates the First Amended and Restated

Joint Exercise of Powers Agreement made and entered into by certain of the parties on the attached

Exhibit A as of the 1st day of January, 1992.

RECITALS

The parties to this Agreement each have and possess the power to acquire, construct,

operate and maintain water and drainage works and facilities for the development and use of water

resources and water rights including, without limitation, works and facilities to divert, store, pump,

treat and deliver water for beneficial uses.

These activities call best be achieved through the cooperative action of the Members

operating through a joint exercise of powers authority. The Members desire to create a joint

exercise of powers authority to exercise those powers in common and to finance, develop, operate

and maintain water supply water and drainage facilities and develop water supplies for their mutual

benefit.

Each of the Members is authorized to contract with each other for the joint exercise of any

common power under Article 1, Chapter 5, Division 7, Title 1 of the Government Code

(commencing with section 6500).

COVENANTS

In consideration of the mutual promises and covenants herein contained, the Members

agree as follows:

PURPOSE AND POWERS

- 1. <u>Definitions</u>. For the purpose of this Agreement, the meaning of the terms hereinafter set forth shall be the following:
- a. "Agreement" means this Amended and Restated Joint Exercise of Powers Agreement.
- b. "Authority" means the "San Luis & Delta-Mendota Water Authority" formed pursuant to this Agreement.
- c. "Board" or "Board of Directors" means the governing body of the Authority as established in this Agreement.
- d. "Budget" means the approved budget applicable to the expenses of the Authority.
- e. "Director" or "Directors" means a duly appointed member or members of the Board of Directors.
- f. "Facility" or "Facilities" means any works financed, constructed, acquired, repaired, rehabilitated, operated or maintained by the Authority, including without limitation, dams, watercourses, drainage works, conduits, ditches, canals, reservoirs, tanks, pumping plants, treatment plants, hydroelectric generation, cogeneration and transmission facilities, buildings, and other structures utilized for the diversion, pumping, conveyance, control, storage, groundwater recharge, treatment, management, drainage and delivery of waters for beneficial use by Parties.
- g. "Fiscal Year" means March 1 through February 28(29) or such other period as the Board of Directors shall determine.
- h. "FWA Representative" means a duly appointed representative or alternate of the Friant Water Authority ("FWA").
- i. "Member" or "Members" means one or more of the public entities that become a signatory to this Agreement, accepting the rights, responsibilities and obligations of the Authority hereunder, including any public entity executing an addendum of the original Agreement as hereinafter provided.
- j. "Project Agreement" means an agreement between and among the Authority and any of its Members or other entities (including associate members) to provide for undertaking and sharing in the cost and benefits of any authorized activity of the Authority in connection with the acquisition of capital facilities or the issuance of debt.

- 2. <u>Authority Created</u>. There is hereby created a public entity to be known as the "San Luis & Delta-Mendota Water Authority." The Authority is formed by this Agreement pursuant to the provisions of Article 1, Chapter 5, Division 7, Title 1 of the Government Code of the State of California. The Authority shall be a public entity separate from the Members hereto.
- 3. **Boundaries of the Authority.** The geographic boundaries of the Authority shall be coextensive with those of the Members.
- 4. Purpose of the Agreement; Common Powers To Be Exercised. Each Member has in common the power to study, plan for, develop, finance, acquire, construct, maintain, repair, manage, operate and control Facilities either alone or in cooperation with the United States, the State of California, or other public or private entities and provide information on water supply, water distribution, operation and management and drainage problems affecting the Members and, preserve and protect the rights and benefits of the Members in the Central Valley Project. The purpose of this Agreement is to jointly exercise some or all of the foregoing common powers, as appropriate, and for the exercise of such additional powers as may be authorized by law in the manner hereinafter set forth.
- 5. **Existing Facilities.** Notwithstanding anything to the contrary, the Authority shall not undertake the acquisition, operation or maintenance of any Facilities within any Member's boundaries and shall not perform any functions currently performed by or within the powers of a Member within such Member's boundaries, absent written consent of the Member's governing body.
- 6. <u>Powers.</u> The Authority, and more specifically those Members who elect to participate in the particular project pursuant to a Project Agreement in accordance with paragraph 21, shall have the power in its own name to do any of the following:
- a. To exercise the common powers of its Members to finance, develop, operate, and maintain Facilities.
- b. To exercise the common powers of its Members in studying, planning and implementing ways and means to provide a reasonable and financially feasible program and plan of operation for obtaining water supplies for beneficial use within the boundaries of the Members.
- c. To exercise the common powers of its Members to develop, collect, provide and disseminate to the Members, and others, including but not limited to legislative, administrative

and judicial bodies, as well as the public generally, information on water development, conservation, distribution, utilization and drainage and problems incidental thereto affecting the Members, to preserve and protect the contractual rights of the Members and to take such other actions as are incidental, necessary and convenient to such purposes.

- d. To exercise the common powers of its members with respect to the management and protection of surface and groundwater supplies within the boundaries of the Authority.
 - e. To make and enter contracts necessary to the full exercise of its powers.
- f. To contract for the services of engineers, attorneys, planners, financial consultants, and separate and apart therefrom, to employ such other persons as it deems necessary.
 - g. To acquire, construct, manage, maintain, operate and replace any Facilities.
- h. To enter into agreements with the United States of America, the State of California or any other public or private entity for the provision of all or a portion of the local contribution which may be required for the construction, operation or maintenance of any Facilities.
- i. To acquire, by eminent domain or otherwise, and to hold and dispose of property necessary to the full exercise of its powers.
- j. To incur debts, liabilities or obligations subject to limitations herein set forth.
- k. To issue bonds, notes and other indebtedness, and to enter into leases, installment sale and installment purchase contracts, all as hereinafter provided.
 - 1. To sue and be sued in its own name
- m. To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any agency of the United States of America, the State of California or other public or private entity necessary for the Authority's full exercise of its powers.
- n. To perform all acts necessary or proper to carry out fully the purposes of this Agreement.
- o. To the extent not herein specifically provided for, to exercise any powers in the manner and according to methods provided under the laws applicable to San Luis Water District.

ORGANIZATION

- 7. <u>Membership</u>. The Members of the Authority shall be each public entity which has executed, or hereafter shall execute, this Agreement; or any addenda, amendment or supplement thereto and which has not, pursuant to the provisions hereof, withdrawn therefrom.
- 8. <u>Associate Members.</u> A mutual water company, public utility or other nonpublic entity which has the authority to exercise all or a substantial portion of the powers set forth in Paragraph 4, may become an associate member of the Authority. The terms and conditions of such associate membership and assignment to Division shall be set forth in an agreement between the Authority and the associate member.

9. Governing Body of the Authority.

- a. The business of the Authority shall be conducted by a Board of Directors consisting of nineteen (19) directors and the FWA Representative described in subsection (f).
- b. For purposes of electing directors, Members of the Authority shall be separated into five divisions as set forth in Exhibit B attached hereto, such divisions to be known as Division 1, Division 2, Division 3, Division 4 and Division 5. Members included in each Division shall select four Directors and Alternate Directors except Division 5 which shall select three Directors and Alternate Directors. Each Director and alternate Director shall be appointed or selected by the Members of the respective Division in accordance with paragraph (c) below. Each Director and Alternate Director shall be a member of a governing body of a Member, shall be on the staff of or a permanent consultant of the Member or shall otherwise be formally appointed by the governing body of the Member. One alternate director shall be selected for each Director. The names of all Directors and alternates shall be on file with the Board. An alternate shall assume all rights of the Director representing the appointing Member and shall have the authority to act in the absence of a Director or in the event that a Director has a conflict of interest which precludes participation by the Director in any decision-making process of the Authority.
- c. Directors and Alternate Directors shall be selected by Members of each Division, in accordance with Section 16 hereof, as follows:
 - Division 1: Division 1 shall select four Directors and four Alternate Directors by a vote of the Members in Division 1 with each Member casting one vote per acre foot

of water contracted from the Central Valley Project for each position to be filled.

No more than one Director and Alternate Director may represent a single Member.

Division 2: Division 2 shall select four Directors and four Alternate Directors by a

vote of the Members in Division 2 with each member casting one vote per acre foot

of water contracted from the Central Valley Project for each position to be filled.

No more than two Directors and Alternate Directors may represent a single

member.

Division 3: Division 3 shall select four Directors and four Alternate Directors by a

vote of the Members in Division 3 with each member casting one vote per acre foot

of water contracted from the Central Valley Project for each position to be filled.

No more than two Directors and Alternate Directors may represent a single

member.

Division 4: Division 4 shall select four Directors and four Alternate Directors by a

vote of the Members in Division 4 with each member casting one vote per acre foot

of water contracted from the Central Valley Project for each position to be filled.

No more than two Directors and Alternate Directors may represent a single.

member.

Division 5: Division 5 shall select three Directors and three Alternate Directors by

a vote of the Members in Division 5 with each member casting one vote per acre

foot of water contracted from the Central Valley Project for each position to be

filled. No more than one Director and Alternate Director may represent a single

Member.

d. In the event of a vacancy on the Board, the Members of a Division shall fill

such vacancy by election according to reasonable procedures determined by the Authority. Any

Member failing to timely act shall forfeit the right to vote on such ballot. Each Director and

alternate shall hold office from the first meeting of the Board after his or her election by the

Division he or she represents until a successor is selected by the Division and the Division so

notifies the Authority.

San Luis & Delta-Mendota Water Authority

- e. A Director may receive such compensation from the Authority for services as may from time to time be established by the Board. In addition, a Director may be reimbursed for expenses incurred by such Director in the conduct of the Authority's business.
- Friant Water Authority Representative and Alternate. The Authority and the Friant Water Authority ("FWA") are parties to that certain Second Amended and Restated Memorandum of Understanding Relating to Allocation, Collection, and Payment of Operation, Maintenance, and Replacement Costs for Water Delivered Through Certain Central Valley Project Facilities dated July 8, 2024 ("Second Amended MOU"). The Second Amended MOU states that FWA will be entitled to representation on the Authority Board of Directors, in that the FWA Representative may vote on any action item funded, in whole or in part, from any OM&R fund or Reserves to which Friant Division Contractors have or will have contributed to the Authority. As such, FWA may designate a FWA director, employee, or consultant to serve as the FWA Representative and the FWA Representative Alternate on the Board. The FWA Representative may participate in discussion and vote on any Board agenda item, including closed session items, that the presiding officer determines is funded, in whole or in part, from any operation, maintenance, and replacement ("OM&R") fund or Reserves to which Friant Division Contractors have contributed. The FWA Representative will not participate in discussion or vote on Board agenda items that are not so funded or where the Authority makes express findings and provides appropriate documentation showing that the Authority will not use such funds, in whole or in part. The FWA Representative will not be counted for purposes of determining a quorum or the number of votes required to approve a Board agenda item that is not funded by Friant Division Contractors as described above. The FWA Representative's vote will have the same weight as one Director's vote. The FWA Representative will maintain his or her position relative to the Authority Board until a successor is selected by FWA and FWA so notifies the Authority.
- 10. **Principal Office.** The principal office of the Authority shall be established by the Board. The Board is hereby granted full power and authority to change its principal office from one location to another in the boundaries of the Authority. Any change shall be noted by the secretary, but shall not be considered an amendment to this Agreement.
- 11. <u>Meetings</u>. The Board shall meet at the Authority's principal office or at such other place as may be designated by the Board. The time and place of regular meetings of the Board

shall be determined by resolution adopted by the Board; a copy of such resolution shall be furnished to each Member and to FWA. Regular, adjourned and special meetings shall be called and held in the manner as provided in Chapter 9, Division 2, Title 5 of the Government Code of the State of California, the "Brown Act" (commencing at Section 54950).

- Quorum and Voting. Directors representing at least a majority of the Board of Directors shall constitute a quorum for the purposes of transacting the Authority's business. Except as otherwise provided herein or by law, the vote of a majority of all the Directors present shall be required for the Authority to take action, except that the Authority shall not endorse or otherwise support any legislation or participate in any lawsuits, or administrative proceedings or other similar proceedings (except to defend the Authority) except upon the vote of 85% of the Directors present. For agenda items on which the FWA Representative may vote, the majority vote required for the Authority to take action is the majority of the group comprised of the Directors present and the FWA Representative, if present. Accordingly, the number of votes required to reach a majority may be higher for agenda items on which the FWA Representative may vote.
- 13. **Powers and Limitations Thereon.** All the power and authority of the Authority will be exercised by the Board, subject however, to the rights reserved by the Members as herein set forth; provided however, that the Board may delegate such powers and authority to the Executive Director as the Board may determine by motion, resolution or ordinance. The Board may also appoint and delegate such powers and authority to advisory or subcommittees as the Board may determine by motion, resolution or ordinance.
- 14. <u>Minutes.</u> The secretary of the Authority shall cause to be kept minutes of all meetings of the Board, and upon request, shall cause a copy of the minutes to be forwarded to each Director and to each of the Members and Associate Members hereto.
- 15. <u>Rules.</u> The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs as may be required.
- 16. <u>Vote or Assent of Members</u>. The vote, assent, or approval of the Members in any matter requiring such vote, assent or approval hereunder, shall be evidenced by a certified copy of the resolution of the governing board of such Member filed with the Authority.
- 17. <u>Officers.</u> There shall be selected from the membership of the Board, a chair who shall be the presiding officer at all board meetings, and a vice chair who shall serve in the absence

of the Chair. The Chair and Vice Chair shall have the right to vote on all matters coming before the Board. In the case of a tie vote of the Board on any matter coming before it, the vote shall be deemed to have failed. The Board shall appoint a secretary who may be but is not required to be a director; the secretary shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority. The Board shall appoint a treasurer of the Authority who shall be the depositary of funds and shall have custody of all money of the Authority, from whatever source. The treasurer shall be bonded in accordance with Government Code Section 6505.1, perform the duties as specified in and in accordance with Government Code Section 6505.5, and shall draw all warrants and pay demands against the Authority approved by the Board. In addition, the Board shall have the power to appoint such additional officers as it deems necessary.

The treasurer shall serve at the pleasure of the Board. The chair, vice chair, and secretary shall hold office for a period of one year commencing the first meeting of each Fiscal Year. An office shall be declared vacant if the person serving dies, resigns, or is removed by a Division as a representative of the Division, or if the Member represented by the Director withdraws from this Agreement pursuant to any of the provisions hereof. The remaining Board shall select a successor officer to serve for the balance of the leaving officer's term. The public officer or officers or persons who have charge of any funds or securities of the Authority shall be bonded and the amount of their bond shall be designated in the applicable budget and thus fixed.

All of the privileges and immunities from liability, exemptions from laws, ordinances and rules which apply to the activity of officers, agents, or employees of any of the Members when performing their respective functions shall apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents, or employees appointed by the Board shall be deemed by reason of their employment by the Board to be employed by any of the Members or by reason of their employment by the Board to be subject to any of the requirements of such Members.

18. <u>Executive Director</u>. The Executive Director of the Authority shall be the chief administrative officer of the Authority, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Authority as is

or hereafter may be placed in his charge, or under his jurisdiction or control, pursuant to the provisions of this Agreement, or of any motion, ordinance, resolution or order of the Board. In addition to other powers and duties herein provided and notwithstanding paragraph 13 hereof, the Executive Director shall have the power:

- a. under policy direction of the Board, to plan, organize and direct all Authority activities;
- b. to appoint and to remove all Authority employees, all of whom shall serve pursuant to such terms and conditions as may be established by the Board or Executive Director, as appropriate, except as is otherwise provided by law or by this Agreement;
- c. to authorize expenditures within the designations and limitations of the approved Budget; and
- d. to make recommendations to and requests of the Board concerning all of the matters and things which are to be performed, done or carried out by said Board.

PLANNING

19. <u>Planning Policy</u>. In keeping with the purpose of this Agreement, the Members hereby authorize and direct the Board to undertake and/or participate in such studies and planning as necessary to provide for the purposes set forth in the recitals hereto and in Paragraph 4, as well as the exercise of the powers set forth in Paragraph 6. The studies and planning shall consider the financing methods for such proposals, as well as the allocation of costs among the Parties.

PROJECTS

20. **Projects.** Subject to Paragraph 21 hereof, the Authority's projects are intended to consist of developing, designing, rehabilitating, acquiring, constructing, financing or operating and maintaining Facilities (including sharing in the cost of federal, state or local projects). The Authority may undertake the development, design, construction, rehabilitation, acquisition or funding of all or any portion of such projects on, its own or in conjunction and cooperation with the United States, the State of California, or any other public or private entity. The Authority may also undertake such other projects as are consistent with the purposes set forth in the recitals and in Paragraph 4, as well as the exercise of the powers set forth in Paragraph 6.

21. **Project Agreement.** Prior to undertaking a project, the Members electing to participate in the project shall enter into a Project Agreement. Thereafter, all assets, rights, benefits and obligations attributable to the project shall be assets, rights, benefits and obligations of those Members which have entered into the Project Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Authority in regard to a particular project shall be the debts, liabilities, obligations or indebtedness. of the Members who have executed the respective Project Agreement with respect thereto in accordance with the terms of such Project Agreement and shall not be the debts liabilities, obligations and indebtedness of those Members who have not executed the Project Agreement with respect thereto.

BUDGETS AND PAYMENTS

22. <u>Budget</u>. Within 90 days after the first meeting of the Board, and thereafter prior to the commencement of each fiscal year, the Board shall adopt a Budget for the Authority for the ensuing fiscal year.

23. Contributions for Operating Expenses:

- a. Each Member shall make an initial contribution to pay operating expenses in an amount to be determined by the Board, and, thereafter, contributions as determined by the Board as required to fund the Budget.
- b. It is understood that upon the formation of the Authority, the Authority shall reimburse the Members for those costs incurred by them for the formation of the Authority.
- c. Contributions or advances of public funds and of personnel, supplies, equipment or property may be made to the Authority by any Member for any of the purposes of this Agreement, with the consent of the Authority. Any such advance may be made subject to repayment as agreed to by the Member and the Authority.
- d. All operating costs of the Authority shall be allocated among Members in accordance with agreements entered into by the Authority and Members and policies established by the Authority consistent therewith, all to be set forth in a schedule to be attached to each budget. Only the Members who enter into a Project Agreement shall be responsible for paying the costs of the Authority allocable to such Project Agreement. The Authority may enter into activity agreements or other agreements to pay the costs of activities which benefit less than all of the Members which allocate such costs to the Members who execute such agreements.

- e. It is understood that the Board may arrange for the payment of the expenses of the Authority through some other source, including but not limited to state or federal grants or loans. The Authority may not assess a Member directly for the costs for the operation and maintenance of Facilities, for the payment of administrative expenses or for the satisfaction of any liabilities imposed against the Authority in connection with such grants or loans without such Member's consent as evidenced by an Administration Agreement, activity agreement, Project Agreement or other written consent.
- f. In accordance with Government Code Section 6512.1, repayment or return to the Members of all or part of any contributions made by the Members may be directed by the Board at such time, and upon such terms as may be consistent with any indebtedness incurred by the Authority. The Authority shall hold title to all funds, property and Facilities acquired by it during the term of this Agreement, unless a Project Agreement provides otherwise.

FINANCING

24. <u>Indebtedness</u>. The Board shall have the power and authority to issue bonds, notes and other indebtedness, and to execute leases, installment sale contracts or installment purchase contracts for the purposes and in accordance with procedures and requirements as permitted by law.

ACCOUNTING AND AUDITS

- Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the state of California for like public entities. In particular, the Authority's treasurer shall comply strictly with requirements of the statute governing joint powers agencies, Chapter 5, Division 7, Title 1 of the Government Code commencing at Section 6500.
- 26. <u>Audit</u>. The records and accounts of the Authority shall be audited annually and copies of such audit reports shall be filed with the State Controller and each Member within six months of the end of the fiscal year under examination.

PROPERTY RIGHTS

- 27. <u>Authority Facilities</u>. All Facilities constructed or acquired by the Authority shall be held in the name of the Authority for the benefit of the membership of the Authority in accordance with the terms of this Agreement, unless a Project Agreement provides otherwise.
- 28. <u>Liabilities</u>. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and not of the Members to this Agreement, except as may otherwise be expressly set forth in a Project Agreement or activity agreement or as provided in Paragraph 23.

LIABILITY OF BOARD

29. Except as otherwise provided in this Agreement, the funds of the Authority shall be used to defend, indemnify and hold harmless the Authority and any Director and the FWA Representative for their actions taken within the scope of the authority of the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such coverage as is hereinabove set forth.

RESCISSION, TERMINATION, WITHDRAWAL, ASSIGNMENT

- 30. <u>Term.</u> The Authority shall continue until this Agreement is rescinded or terminated as herein provided.
- Rescission or Termination. This Agreement may be rescinded and the Authority terminated by unanimous written consent of the Members, except during the outstanding term of any Authority indebtedness. Nothing in this Agreement shall prevent the Members from entering into other joint exercise of power agreements.
- 32. <u>Disposition of Property Upon Termination</u>. Upon termination of this Agreement, any surplus funds on hand shall be returned to the then Members in proportion to the contributions made. The Board shall first offer any Facilities, rights and interests of the Authority for sale to the Members for good and adequate consideration. If no such sale is consummated, the Board shall offer such Facilities, rights and interests of the Authority for sale to any governmental agency, or other entity for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to the contributions made. If no such sale is consummated, then the Facilities, rights and interests of the Authority shall be allocated to the

Members in the same manner as the allocation of the net proceeds from a sale, unless otherwise agreed to by the Members.

33. Withdrawal.

- a. A Member may unilaterally withdraw from this Agreement without requiring termination of this Agreement, effective upon sixty days' written notice to the, Authority, provided no indebtedness has been incurred under any Project Agreement to which the Member is a participant, and further provided the withdrawing Member pays or agrees to pay its share of all debts, liabilities and obligations of the Authority incurred prior to the effective date of such withdrawal other than debts, liabilities and obligations incurred pursuant to Project Agreements or activity agreements to which the Member is not a participant.
- b. In the event the withdrawing Member has any rights in any Facilities or obligations to the Authority, the Member cannot sell, lease or transfer such rights or be relieved of its obligations, except in accordance with a written agreement executed by it and the Authority. The Authority may not sell, lease, transfer or use any rights of a Member who has withdrawn without first obtaining the written consent of the withdrawing Member.
- c. No refund or repayment of the initial commitment of funds shall be made to a Member ceasing to be a Member to this Agreement whether pursuant to this Section or any other Section of this Agreement. The refund or repayment of any other contribution shall be made in accordance with the terms and conditions upon which the contribution was made, or other agreement of the Authority and withdrawing Member.
- Admission of New Members. It is recognized that entities, other than the original Members and Associate Members, may wish to participate in the Authority. Additional entities may become Members or Associate Members of the Authority upon such terms and conditions as provided by the Board upon affirmative vote of a majority of all the Directors of the Authority. Upon admission, the Board shall assign a new Member to a division.
- 35. <u>Amendments</u>. This Agreement may be amended upon written approval of any amendment by a majority of all Members of the Authority.
- 36. <u>Assignment; Binding on Successors</u>. Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in

contravention of this 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 Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto.

- Notice. Any notice or instrument required to be given or delivered hereunder shall be delivered by depositing the same in any United States Post Office, registered or certified, postage prepaid, addressed to the addresses of the Members shall be deemed to have been received by the Member to whom the same is addressed at the expiration of 72 hours after deposit of the same in the United States Post Office.
- 38. <u>Counterparts</u>. This Agreement may be executed by the 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.
- 39. <u>Choice of Law.</u> This Agreement shall be governed by the laws of the state of California.
- 40. <u>Severability</u>. If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby.
- 41. <u>Headings</u>. The titles of paragraphs of this Agreement are for convenience only, and no presumption or implication of the intent of the parties as to the construction of this Agreement shall be drawn therefrom.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed as of the day and year first above-written.

DATE:		DISTRICT
	By:	
ATTEST:		
APPROVED AS TO FORM:		

EXHIBIT A

SCHEDULE OF PARTIES

(Updated 07/08/2024)

- 1. Banta-Carbona Irrigation District
- 2. Broadview Water District
- 3. Byron Bethany Irrigation District (CVPSA)
- 4. Central California Irrigation District
- 5. City of Tracy
 Columbia Canal Company (a Friend)
- 6. Del Puerto Water District
- 7. Eagle Field Water District
- 8. Firebaugh Canal Water District
- 9. Fresno Slough Water District
- 10. Grassland Water District
- 11. Henry Miller Reclamation District #2131
- 12. James Irrigation District
- 13. Laguna Water District
- 14. Mercy Springs Water District
- 15. Oro Loma Water District
- 16. Pacheco Water District
- 17. Panoche Water District
- 18. Patterson Irrigation District
- 19. Pleasant Valley Water District
- 20. Reclamation District 1606
- 21. San Benito County Water District
- 22. San Luis Water District
- 23. Santa Clara Valley Water District
- 24. Tranquillity Irrigation District
- 25. Turner Island Water District
- 26. West Stanislaus Irrigation District
- 27. Westlands Water District

EXHIBIT B

SCHEDULE OF DIVISION MEMBERSHIP

(Updated 07/08/2024)

DIVISION I

- 1. Banta-Carbona Irrigation District
- 2. Byron Bethany Irrigation District
- 3. City of Tracy
- 4. Del Puerto Water District
- 5. Patterson Irrigation District
- 6. West Stanislaus Irrigation District

DIVISION II

- 1. Panoche Water District
- 2. Pleasant Valley Water District
- 3. San Luis Water District
- 4. Westlands Water District

DIVISON III

- 1. Central California Irrigation District
- 2. Firebaugh Canal Water District
- 3. Grassland Water District
- 4. Henry Miller Reclamation District 2131 Columbia Canal Company (Friend)

DIVISION IV

- 1. Santa Clara Valley Water District
- 2. San Benito County Water District

DIVISION V

- 1. Broadview Water District
- 2. Eagle Field Water District
- 3. Fresno Slough Water District
- 4. James Irrigation District
- 5. Laguna Water District
- 6. Mercy Springs Water District
- 7. Oro Loma Water District
- 8. Pacheco Water District

San Luis & Delta-Mendota Water Authority
Second Amended and Restated Joint Exercise of Powers Agreement
Exhibit B
Page 1 of 2

- 9. Reclamation District 1606
- 10. Tranquillity Irrigation District11. Turner Island Water District

SECOND AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN FRIANT WATER AUTHORITY AND

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY RELATING TO ALLOCATION, COLLECTION, AND PAYMENT OF OPERATION, MAINTENANCE, AND REPLACEMENT COSTS FOR WATER DELIVERED THROUGH CERTAIN CENTRAL VALLEY PROJECT FACILITIES

This Second Amended and Restated Memorandum of Understanding is made effective as of July 3, 2024, by and among the Friant Water Authority ("FWA"), a joint powers agency of the State of California organized and existing pursuant to Government Code Section 6500, et seq. and the San Luis & Delta-Mendota Water Authority ("SLDMWA"), a joint powers agency of the State of California organized and existing pursuant to Government Code Section 6500, et seq., and amends and restates the First Amended and Restated Memorandum of Understanding made and entered into by the parties effective as of September 1, 2002.

DEFINITIONS

As used in this MOU, the following terms have the meanings indicated below. Terms with their initial letters capitalized but not defined below have the same meanings ascribed to them in the FWA Transfer Agreement and the SLDMWA Transfer Agreement.

- 1. Extraordinary OM&R: Extraordinary OM&R has the same meaning as the non-capitalized term included in the definition of OM&R in the SLDMWA Transfer Agreement. That is, the performance, funding, and financing of emergency or unusual operation and maintenance or extraordinary operation and maintenance costs, unusual or extraordinary repair or replacement costs, and betterment costs to the extent such costs are not considered Capital Improvement costs (as defined in the SLDMWA Transfer Agreement) unless SLDMWA chooses to accomplish and finance such Capital Improvements under Article 5(b) of its Transfer Agreement.
- 2. Friant Division Contractors: Water Delivery Contractors receiving water service from the Friant Division of the Central Valley Project ("CVP"), including members and non-members of FWA.
- 3. FWA: Friant Water Authority.
- 4. FWA Transfer Agreement: That certain Agreement Between the United States of America and Friant Water Authority to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the Friant-Kern Canal and Associated Works effective October 5, 2020, as it may be amended.

- 5. Memorandum of Understanding or "MOU": This Second Amended and Restated Memorandum of Understanding.
- 6. OM&R: Operation, maintenance and replacement as that phrase is defined in the SLDMWA Transfer Agreement.
- 7. OM&R Budget: SLDMWA's annual budget to fund the OM&R Program, which is developed and approved in accordance with the procedures set forth in Article 12(a) of the SLDMWA Transfer Agreement.
- 8. OM&R Costs: Costs of providing OM&R for the Project Facilities pursuant to the SLDMWA Transfer Agreement, including without limitation conveyance pumping costs associated therewith.
- 9. OM&R Program: All activities of SLDMWA required for the OM&R of the Project Facilities pursuant to the SLDMWA Transfer Agreement, including but not limited to, the program of work to be performed, the preparation and adoption of budgets, funding (including establishment of reserves and creation of debt), purchasing, auditing, inspections, cost recovery methodology, and administrative responsibilities.
- 10. Party Entitled to Utilize or Receive Other Water: A party required to pay SLDMWA the amounts described in Article 12 of the SLDMWA Transfer Agreement in connection with the delivery of "Other Water," as such terms are defined in Article 1 of the SLDMWA and FWA Transfer Agreements.
- 11. Project Facilities: The physical works and appurtenances associated with the C.W. "Bill" Jones Pumping Plant (formerly Tracy Pumping Plant), C.W. "Bill" Jones Pumping Plant Operations and Maintenance Complex, Delta-Mendota Canal, Delta-Mendota Canal California Aqueduct Intertie Pumping Plant ("Intertie"), Kesterson Reservoir, O'Neill Pumping/Generating Plant and Switchyard, the federal share of the O'Neill Forebay, Mendota Pool¹, the federal share of San Luis Unit joint use conveyance and conveyance pumping facilities, and the San Luis Drain; this term includes the facilities defined as the "Project Works" in the SLDMWA Transfer Agreement.

¹ As Mendota Pool is a non-Federal facility, SLDMWA's operational responsibilities related to Mendota Pool are limited to those activities specifically required to fulfill the legal or contractual obligations of the United States. Unless undertaken pursuant to separate agreements with beneficiaries that will bear the cost, SLDMWA does not conduct additional operation, maintenance, or replacement activities for Mendota Pool.

- 12. Reserves: Funds accumulated to meet unexpected emergencies or planned multiyear financial commitments of Extraordinary OM&R and/or capital improvement projects to replace or repair Project Facilities and equipment that are not included in the annual costs of ongoing, regular, or routine operations, maintenance, repairs, replacements, and other activities and actions necessary for continued structural integrity and operational reliability of Project Facilities required for the delivery of "Project Water," as defined in the SLDMWA Transfer Agreement.
- 13. Settlement Contractors: Those contractors listed in the attached <u>Exhibit A</u> entitled to receive water service through the Project Facilities without charge, except as provided in the OM&R Cost Recovery Plan.
- 14. Settlement Water: Water the Settlement Contractors are entitled to receive without charge from Project Facilities.
- 15. SLDM Contractors: Water Delivery Contractors that receive water (other than Settlement Water) via any of the Project Facilities described in the SLDMWA Transfer Agreement.
- 16. SLDMWA: San Luis & Delta-Mendota Water Authority.
- 17. SLDMWA Cost Recovery Plan: The cost allocation methodology described in the attached Exhibit B, also referred to as the "Cost Recovery Plan."
- 18. SLDMWA Transfer Agreement: That certain Agreement Between the United States of America and San Luis & Delta-Mendota Water Authority to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals, C.W. "Bill" Jones Pumping Plant, Delta-Mendota Canal/California Aqueduct Intertie Pumping Plant, O'Neill Pumping/Generating Plant, San Luis Drain and Associated Works effective January 14, 2020, as amended.
- 19. USBR: United States Department of the Interior, Bureau of Reclamation.
- 20. Water Delivery Contract: (1) Any contract entered into by the Secretary of the United States Department of the Interior under the provisions of Sections 9(c), 9(d), or 9(e) of the Reclamation Project Act of 1939 or Section 3404 of the Central Valley Project Improvement Act pursuant to which "Project Water" is to be supplied from or through Project Facilities and (2) any exchange contract, water rights settlement contract, or similar agreement pursuant to the terms of which water is to be supplied by the United States from or using the Project

- Facilities, as such terms are defined in Article 1 of the SLDMWA and FWA Transfer Agreements.
- 21. Water Delivery Contractor: A party holding a Water Delivery Contract with the United States, as such terms are defined in Article 1 of the SLDMWA and FWA Transfer Agreements.

RECITALS

- 1. Since March 1, 1998, the costs of operating, maintaining and replacing certain CVP conveyance facilities and the San Luis Drain, and the costs of conveyance pumping, no longer have been funded by the USBR through federal appropriations and instead are being funded pursuant to those certain agreements to transfer the operation, maintenance and replacement and certain financial and administrative activities (the "Transfer Agreements") entered into between USBR and (i) SLDMWA, (ii) FWA, and (iii) Madera Irrigation District and Chowchilla Water District, and the October 1, 1996 Transfer Agreement between the USBR and the Tehama-Colusa Water Authority, respectively (referred to as the "Conveyance Contractors"), except that the USBR has entered into, or agreed to enter into, other appropriate legal instruments to fund OM&R Costs for Water Delivery Contractors that have a deficiency, as that term is defined in Article 12(c) of the SLDMWA and FWA Transfer Agreements, in payment to the Conveyance Contractors.
- 2. The Conveyance Contractors have agreed to the principle that in operating under their respective Transfer Agreements, the Conveyance Contractors will replace the USBR's historic CVP-wide pooling of costs of operating, maintaining and replacing CVP conveyance facilities with direct funding by each Conveyance Contractor to cover the operation, maintenance, and replacement costs of the facilities assumed by each pursuant to their respective Transfer Agreements.
- 3. Pursuant to the terms of the SLDMWA Transfer Agreement, the cost of OM&R of CVP conveyance facilities and the San Luis Drain, and the costs of conveyance pumping for water delivered through the Project Facilities will be funded by SLDMWA, and SLDMWA will establish budgets and methods for direct recovery of OM&R Costs of such facilities from the Water Delivery Contractors and Parties Entitled to Receive or Utilize Other Water receiving such water.
- 4. Because certain deliveries of San Joaquin River water to Friant Division Contractors are dependent upon the delivery of Settlement Water to the Settlement Contractors, those Friant Division Contractors have a critical interest in the OM&R of the Project Facilities and have agreed to pay the OM&R Costs incurred by SLDMWA under the SLDMWA Transfer Agreement associated with the delivery of the Settlement Water as determined in accordance with this MOU.

5. FWA, by virtue of the FWA Transfer Agreement, is willing to apportion among and collect from the Friant Division Contractors the OM&R Costs incurred by SLDMWA in delivering Settlement Water and other types of water that may be agreed to for which FWA is responsible on behalf of the Friant Division Contractors under this MOU and remitting the same to SLDMWA, all in accordance with the terms of this MOU.

AGREEMENT

The parties enter into this MOU based upon the facts and definitions stated above, and for the purposes and upon the terms and conditions set forth below:

I. PURPOSES OF THE MOU

The purposes of this MOU are as follows:

- A. To establish the standards for OM&R of the Project Facilities by SLDMWA, and to set forth certain assurances relating thereto;
 - B. To establish the methodology for allocating and recovering OM&R Costs;
- C. To establish the process for remittance by FWA to SLDMWA of payments collected from the Friant Division Contractors for OM&R Costs allocable to the Friant Division Contractors under this MOU;
- D. To establish the principles for and rights of participation in decision-making by FWA in the OM&R Program, which includes providing input, and as applicable voting, on cost allocation, collection and payment procedures, and budgeting;
- E. To establish the process of resolution of any disputes that may arise in the implementation of this MOU; and
- F. To establish the conditions or events which would trigger renegotiation and/or renegotiation of this MOU.

II. STANDARD FOR OM&R OF THE PROJECT FACILITIES

The OM&R Program will comply with the standards set forth in the SLDMWA Transfer Agreement; provided, that the OM&R Costs may not exceed those which are reasonably necessary to OM&R the Project Facilities in accordance with such standards. The parties mutually acknowledge that there are items of deferred maintenance which must be performed on the Project Facilities in order for the OM&R Program to meet the applicable standards, and nothing in this paragraph is intended to preclude the performance of those deferred maintenance items or the equitable development of reserves in accordance with this MOU which will permit the OM&R of the Project Facilities in the future in accordance with the SLDMWA Transfer Agreement.

III. DEVELOPMENT OF COST RECOVERY METHODOLOGY

A. Cost Recovery Methodology for OM&R Costs

- 1. Principles of Cost Allocation. The OM&R Costs in which FWA will share will be allocated to OM&R activities in accordance with (i) generally accepted accounting principles and (ii) the SLDMWA Cost Recovery Plan, which will be applied consistently for all OM&R activities of SLDMWA. To the extent the allocation of the costs for specific acquisitions or OM&R activities is not addressed by the SLDMWA Cost Recovery Plan, such costs will be allocated in a manner consistent with the following principles, also contained in the SLDMWA Cost Recovery Plan:
- a) Except where expressly noted otherwise, Friant Division Contractors are responsible for paying OM&R Costs for Project Facilities used for the delivery of Settlement Water to the Settlement Contractors in accordance with the terms of this MOU;
- b) Water rates will be comprised of various cost pool components based on the principle that OM&R Costs are allocated to water deliveries based on the Project Facilities used for such deliveries; and
- c) All Water Delivery Contractors and Friant Division Contractors have a critical interest in the effective and efficient OM&R of the Project Facilities.

If the actual use of Project Facilities, including any subsequently acquired property or facilities, proves to be materially different from the use that is anticipated, appropriate adjustments will be made in order to more accurately reflect an appropriate allocation of OM&R Costs.

- 2. Reserves. Reserves for Extraordinary OM&R, capital replacement, emergencies, and other appropriate purposes will be established in accordance with the SLDMWA Transfer Agreement and the SLDMWA Cost Plan. Only items meeting the criteria attached hereto as Exhibit C ("Reserve Criteria") will constitute Reserves in which FWA must participate for purposes of this MOU.
- 3. Disbursements of Interest or Reserves. While it is anticipated that all amounts paid by FWA to SLDMWA under this MOU and any associated interest earnings will be retained by SLDMWA and utilized to support the OM&R Program, in the event of any distributions of interest or of Reserves, such distributions will be made to the parties providing the funds being distributed or the funds on which the interest to be distributed was earned, including FWA.
- 4. Miscellaneous Revenues. The parties anticipate that SLDMWA may from time to time realize miscellaneous revenues from sources directly related to the OM&R Program, including without limitation revenues from (i) rebates from vendors of products and/or services used in the OM&R Program, (ii) the sale of used equipment originally acquired for use in the OM&R Program, and (iii) amounts collected from third parties for whom SLDMWA performs contract services using employees, equipment and/or materials otherwise used in the OM&R

Program. All such miscellaneous revenues will be retained by SLDMWA and utilized to support the continued OM&R Program, as an offset to budgeted OM&R Costs that would have been allocated to Friant Division and SLDM Contractors.

IV. ALLOCATION, COLLECTION, AND REMITTANCE OF COSTS BY FWA

A. Recovery from Friant Division Contractors

FWA will, as a part of the FWA cost recovery methodology developed under the FWA Transfer Agreement, provide for the recovery of OM&R Costs allocated to Settlement Contractors under the SLDMWA Cost Recovery Plan, which OM&R Costs are to be paid by Friant Division Contractors. To the extent the USBR has conferred upon FWA the legal authority to do so, FWA will allocate such costs among, and collect such costs from, the Friant Division Contractors, and will promptly remit such costs to SLDMWA.

B. Remedies for Non-Payment or Delinquent Payment

In the event of any non-payment or delinquent payment to FWA by a Friant Division Contractor of amounts to be collected by FWA and remitted to SLDMWA under this MOU, FWA will diligently exercise its available remedies, (whether under Article 12 of the FWA Transfer Agreement, or under California law), in a manner FWA reasonably believes is most likely to result in the prompt collection and remittance of such amounts to SLDMWA. If FWA is unable to collect and remit any amount owing from the delinquent Friant Division Contractor before the last day of the month before the scheduled month of delivery (whether from such Friant Division Contractor or from the USBR via offset or direct payment), or if FWA fails to promptly remit to SLDMWA all amounts received from any Friant Division Contractor, the USBR will be deemed to have directed SLDMWA to deliver or convey Settlement Water despite a delinquency under Article 12 of the SLDMWA Transfer Agreement, and the United States will be liable to SLDMWA for the costs to be recovered on account of such Settlement Water under this Agreement; provided, that FWA will also continue to diligently exercise its available remedies in the manner FWA reasonably believes is most likely to result in the prompt collection and remittance of such amounts to SLDMWA. Nothing contained in this MOU authorizes SLDMWA to terminate Settlement Contractor deliveries in the event of delinquencies in payment by the Friant Division Contractors.

V. FWA INPUT AND PARTICIPATION IN SLDMWA OM&R ACTIVITIES

A. FWA Participation

FWA will participate in SLDMWA decision-making relating to the OM&R of the Project Facilities and the OM&R Program through representation and voting on the SLDMWA Board of Directors, Finance and Administration Committee, OM&R Technical Subcommittee, and the Planning Committee.

1. Board of Directors. FWA will be entitled to representation on the SLDMWA Board of Directors, in that the FWA representative may vote on any action item

funded, in whole or in part, from any OM&R fund or Reserves to which Friant Division Contractors have or will have contributed.

- 2. Finance and Administration Committee. FWA will be entitled to one of eight positions on the Finance and Administration Committee ("FAC"), with the right to vote on all OM&R budgetary matters. The FAC is an advisory committee to the Board of Directors. A recommendation of the FAC to the Board of Directors to adopt or amend the OM&R Budget will be adopted by the "yes" vote of at least 5 of 8 members. The FWA representative and an alternate will be selected by FWA. The FWA alternate representative will participate and may cast the vote of FWA in the absence of the FWA representative, or in case such representative is barred from voting due to conflict of interest.
- 3. OM&R Technical Committee. FWA will be entitled to one of ten positions on the OM&R Technical Committee, with the right to vote on all matters. The OM&R Technical Committee is a subcommittee of the FAC and is advisory to the FAC and the Board of Directors. As long as this MOU is in effect, the OM&R Technical Committee will be comprised of the following members, with no Water Delivery Contractor entitled to have more than one representative on such committee at any time:

Contractors served from the Mendota Pool	1
Contractors served from the Lower DMC	1
Contractors served from the Upper DMC	1
Contractors served from the San Luis Canal	
(1 from Westlands + 1 from others)	2
Contractors served from the San Felipe Division	1
Exchange Contractors	1
FWA	1
USBR	1
SLDMWA Technical Staff	1

One alternate will be appointed for each such representative, and each such alternate will participate and cast the vote of the represented party in the absence of such party's representative or in case the representative is barred from voting due to conflict of interest.

The SLDM and Settlement Contractors in each of the above-referenced service areas are listed in the attached <u>Exhibit D</u>.

A recommendation of the OM&R Technical Committee to the FAC to adopt or amend OM&R Budget levels will be adopted by the "yes" vote of at least 8 of 10 members. At any point in the budget approval process, a budget or a budgetary issue may be remanded back to the OM&R Technical Committee, which will diligently meet to reconsider the matter and provide its recommendation.

4. Planning Committee. The Planning Committee is a subcommittee of the FAC and is advisory to the FAC and the Board of Directors.

a) FWA will be entitled to one of six voting positions on the Planning Committee, with the right to vote on all matters. As long as this MOU is in effect, the Planning Committee will be comprised of the following members, with no Water Delivery Contractor entitled to have more than one representative on such committee at any time:

SLDMWA Division 1	1
SLDMWA Division 2	1
SLDMWA Division 3	1
SLDMWA Division 4	1
SLDMWA Division 5	1
FWA	1

One alternate will be appointed for each such representative, and each such alternate will participate and cast the vote of the represented party in the absence of such party's representative or in case the representative is barred from voting due to conflict of interest.

b) In addition, the Planning Committee will include five non-voting members:

SLDMWA staff/consultant representative	1
FWA staff/consultant representative	1
USBR representative	1
SLDMWA technical representative	1
FWA technical representative	1

The non-voting members will not count in the calculation of a quorum.

- c) The Planning Committee will review, evaluate, and establish a recommendation for the allocation of costs of any Extraordinary OM&R project for which SLDMWA's estimated total project cost is greater than 50% of the current year's routine OM&R Budget, excluding power and Reserves costs. The Planning Committee's cost allocation recommendation will be informed by preparation of a beneficiary analysis that will provide supply benefits broken down by water service type and contractor. The anticipated benefits to be analyzed will be comprised of two components: 1) attributable water supply direct benefits (water entitlements and priority of service), including increases in water deliveries due to an Extraordinary OM&R project, and 2) system-wide indirect benefits, including economic considerations.
- d) The Planning Committee should be involved in review of a potential Extraordinary OM&R project as early as possible in order to make a cost allocation recommendation so that prudent and cost-effective decisions related to the proposed Extraordinary OM&R project can be made on a timely basis. As the owner of the Project Facilities, USBR will be consulted on proposed Extraordinary OM&R projects involving such Facilities given its independent role in developing project feasibility studies and environmental documents.

- e) Initial cost allocation recommendations from the Planning Committee require a unanimous vote by all members present. If, after exploring various solutions to achieve unanimity, members who represent agencies that are not proposed to be allocated the Extraordinary OM&R project costs continue to object to the proposed findings or recommendation, such members' objection will not preclude a recommendation moving forward from the Planning Committee provided that all remaining members of the committee representing agencies that will be allocated Extraordinary OM&R project costs unanimously approve the findings and recommendation.
- f) Once a recommendation on cost allocation has been made by the Planning Committee, the recommendation will be forwarded to the FAC for its consideration and/or possible recommendation to the SLDMWA Board of Directors. If the FAC proposes any "material change" to the Planning Committee recommendation, the proposed material change, including a summary of the reasons for the change(s), must be referred back to the Planning Committee for review.
- g) Upon receipt of a proposed material change to an initial recommendation, the Planning Committee can 1) concur in the FAC's proposed material change, 2) unanimously support revisions to the material change (including reasons why the Planning Committee recommendation is preferable to the FAC-proposed material change), or, 3) if unanimous support or revisions cannot be agreed to, the original Planning Committee recommendation will stand, and the Planning Committee recommendation will be sent, along with the separate FAC recommendation, to the SLDMWA Board of Directors for action.
- h) The Planning Committee's review of and response to the FAC-proposed material change(s) must occur within thirty (30) days of any referral from the FAC, unless the FAC agrees to a longer review and response period.
- i) Initial cost allocations related to an Extraordinary OM&R project that the Planning Committee has reviewed will be periodically reviewed by the Planning Committee, FAC, and/or SLDMWA Board of Directors to determine if changes in allocated costs are warranted.
- 5. SLDMWA Committee Structure. All matters pertaining to the OM&R Budget and the OM&R Program will be addressed by the FAC, OM&R Technical Committee, and/or Planning Committee, for matters within their respective jurisdiction. SLDMWA will not alter that delegation of responsibility or the structure/composition of the committees or subcommittees while this MOU is in effect without the consent of FWA; provided, that FWA will not withhold such consent in the event SLDMWA wishes to form new committees or subcommittees to deal with OM&R budgetary and/or OM&R Program matters if FWA is entitled to participate on such committees or subcommittees by representation and with voting rights that are equivalent to the rights described in this MOU. Reorganizations of committee

__

² For the purposes of this Section V.A.4, a "material change" is one that would increase the overall costs of the Extraordinary OM&R project by more than 10% based on the engineer's estimate, or increase the project costs allocated to any participating OM&R payor by more than 10%.

structure that do not affect FWA participation on OM&R budgetary and/or OM&R Program matters, such as splitting off administrative matters or other non-OM&R budgets, will not be affected by the terms of this MOU.

B. Provision of Information

SLDMWA will share with FWA in a timely manner all relevant information available regarding SLDMWA OM&R Budgets; actual OM&R Costs incurred, including but not limited to power costs; water deliveries; and all similar information that affects the OM&R Budget, the OM&R Program, the SLDMWA Cost Recovery Plan, and adjusting estimated costs to actual. All such information will be provided to FWA at the same time it is provided to all other members of the Board of Directors or members of any committee or subcommittee as part of a regular or special meeting, and if a separate request for information is made by FWA representatives outside of any board, committee or subcommittee meeting, such information will be provided as soon as reasonably practical.

- 1. Reports. SLDMWA will provide such information by means of its draft and final budgets and any budget addenda on OM&R; monthly Financial Report, including budget-to-actual expenditures; USBR and/or SLDMWA Water Delivery Reports; and such other reports as may be developed for such purposes from time to time.
- 2. Access. FWA will be afforded access to inspect SLDMWA records on the same terms as are provided to the USBR pursuant to Article 15(a) of the SLDMWA Transfer Agreement.

C. Notices and Meeting Dates

SLDMWA will give FWA, its designated representatives and the designated alternate for each timely notice of all meetings of the Board of Directors, FAC, OM&R Technical Committee, and Planning Committee. All information and notices provided to FWA by SLDMWA will be provided in the same detail, and at the same time, as the information and notices provided to SLDMWA members or their representatives participating in the same decision-making. To facilitate FWA participation as described herein, SLDMWA will use its best efforts to establish regular meeting dates for meetings of the Board of Directors, committees, and subcommittees that deal with the OM&R Program or any OM&R-related issue on dates that do not conflict with regularly-scheduled FWA meeting dates, to coordinate meeting dates for special meetings of such committees or subcommittees with the schedules of FWA representatives, and to permit FWA to participate by telephone or other electronic means, and FWA will use best efforts to make its representatives available for such participation.

VI. RESOLUTION OF DISPUTES

A. Process

Disputes relating to interpretation or performance of this MOU will be resolved according to the process described in this Article.

- Informal Dispute Resolution. Should any dispute arise between SLDMWA and FWA concerning any matter that is the subject of this MOU, the party raising the disputed issue must promptly give written notice ("Dispute Notice") to the other party. The Dispute Notice must contain the date or general period the dispute arose, a detailed explanation of the issue (including proposed resolution of the issue), and the name and contact information of the disputing party's representative who should be contacted by the responding party. The parties must schedule and participate in an initial meeting no later than thirty (30) days from the date of the Dispute Notice, and if the issue is not resolved at the initial meeting, the parties must thereafter continue to engage in good faith efforts to resolve the issue at the earliest opportunity. Each party must make available, at such party's expense, such policy-level staff members, technical staff, consultants, or Board members as are reasonably necessary to the equitable and expedient resolution of the issue. At any time during this process, either party may request that the Regional Director of the USBR participate in the process to facilitate the resolution, and the other party will accept such participation if it is provided. In the event the parties have not reached agreement on resolution of the disputed issue within ninety (90) days of the date of the Dispute Notice, or such extended period as the parties may mutually agree to, either party may pursue the remedies described in Section VI.A.2 or 3, as applicable.
- 2. Alternative Dispute Resolution. At any time during the informal dispute resolution process described in Section VI.A.1 above, or following the expiration of the time period established for such process, either party may propose a form of alternative dispute resolution ("ADR") such as mediation or arbitration to resolve the dispute. The utilization of such voluntary ADR process will require mutual agreement as to the specifics of the process, and the decision as to whether to utilize such voluntary ADR process in the first place and the details of such process will be at the sole discretion of the parties. The parties will endeavor, where applicable, to select a mediator or arbitrator with general familiarity with the OM&R of water conveyance facilities and the CVP. The decision by any party not to utilize ADR or the inability to agree upon the specifics of an ADR process will not constitute bad faith under this MOU.
- 3. Resolution by USBR. In the event the parties have not reached agreement on resolution of the dispute through informal dispute resolution within the time period described in Section VI.A.1., with or without the assistance of the Regional Director as facilitator, or through the voluntary utilization of ADR under Section VI.A.2, then the dispute will be determined by the Regional Director using the following procedure:
- a) Within fifteen (15) days after the expiration of the period for informal dispute resolution and after the termination of any ADR proceedings, the parties will request in writing a determination of the dispute by the Regional Director ("Request for Dispute Determination").
- b) Upon receipt of a Request for Dispute Determination, the Regional Director, with non-binding input from the parties, will select a panel of USBR personnel ("Panel") with appropriate financial, operational, policy, or technical backgrounds to assist in the resolution of the dispute.

- c) The Regional Director, in coordination with the parties, will set dates for the submission of position papers on the dispute (including page limitations) and for the parties to present their positions to the Regional Director and the Panel. Unless the parties agree otherwise, the meeting at which the parties present their positions must take place within sixty (60) days of the date of submission of the Request for Dispute Determination.
- d) Within sixty (60) days of the meeting at which the parties present their positions, or such other reasonable date as may be agreed upon by the parties and USBR, the Panel will prepare an analysis and recommendation on the dispute and the Regional Director, upon review of such recommendation and following an opportunity to request any additional information or to have any additional meetings with the parties, will issue a final written decision on the dispute. Nothing in this MOU is intended to or will limit the discretion of the Regional Director to apply applicable Reclamation law, policies, or procedures, where appropriate, in resolving any disputes submitted by the parties under this Section VI.A.3.
- e) The Regional Director's determination will constitute a final written determination of the Contracting Officer pursuant to Article 10 of the parties' existing Transfer Agreements, and the parties must promptly comply with the determination until the same is stayed, reversed, or modified by a decision of a court of competent jurisdiction. Any challenge to the Regional Director's determination must be filed in federal court within sixty (60) days thereafter, and such determination will be subject to judicial review under the applicable standards of the federal Administrative Procedure Act (5 U.S.C. § 706). Except as set forth in Section VI.B, if the Regional Director's determination results in a payment obligation to either party, any such payment need not be made prior to the final resolution of any judicial proceedings commenced in accordance with this subsection.
- f) If the Regional Director's determination under Section VI.A.3.e results in a payment obligation to either party, and an appeal is not timely filed in federal court, the following provisions will apply:
- 1. If the Regional Director determines FWA owes payment to SLDMWA under the MOU, FWA must promptly pay the sums owed to SLDMWA, and until paid any such amounts will accrue interest at the same rate SLDMWA charges contractors for delinquent payments under this MOU. After sixty (60) days from the Regional Director's final decision, any unpaid amounts will be deemed a "deficiency" within the meaning of Article 12 of the SLDMWA Transfer Agreement.
- 2. If the Regional Director determines SLDMWA owes payment to FWA under the MOU, SLDMWA must promptly pay the sums owed to FWA, and until paid any such amounts will accrue interest at the same rate SLDMWA charges contractors for delinquent payments under this MOU. If after sixty (60) days from the Regional Director's final decision SLDMWA has not paid the sums owed FWA, then FWA may apply the total obligation as a credit towards any pending or future cost invoice to FWA until the obligation is fully offset.

g) The parties agree to share equally any costs imposed by USBR associated with the participation of the Regional Director and Panel personnel in the dispute resolution process under this Section VI.A.3.

B. Disputes Causing Cash Flow Difficulties

The parties recognize that circumstances could arise in which the non-payment of amounts due by one party could create material cash flow difficulties for the other party. In the event a dispute results in the non-payment of obligations owed to SLDMWA by FWA or a demand from FWA for payment by SLDMWA at such time or in such amount that the other party becomes unable to reasonably meet its cash flow needs, the affected party will not be obligated to pursue informal dispute resolution or ADR for a period of longer than ten (10) days, after which time the party will be entitled to issue a Request for Dispute Determination to USBR under Section VI.A.3. In addition, in the event the Regional Director determines that a payment is due from a party, and if the party owed the payment needs the funds to reasonably meet cash flow needs, payment must be made promptly notwithstanding the pendency of any judicial proceedings to review the Regional Director's determination, subject to the reimbursement of the disputed payment amount if the Regional Director's determination regarding a payment obligation is later set aside in whole or in part by a court. For the purposes of this subsection, the phrases "material cash flow difficulties" and "reasonably meet cash flow needs" means the applicable party lacks sufficient unrestricted funds to pay current costs owed without being able to collect the funds associated with the disputed matter. "Unrestricted funds" has the same meaning as categories of unrestricted cash as reported by each party in its annual, audited financial statements.

C. Status of Obligations During Pendency of Dispute

- 1. Payment Obligations. During the period of any dispute between the parties regarding annual OM&R Costs collected via water rates, FWA must pay all disputed annual OM&R Costs collected from Friant Division Contractors during the course of the dispute. With respect to disputed payment obligations for Extraordinary OM&R projects or cost allocations for projects for which the budget is greater than 50% of the current year's routine OM&R Budget, to the extent costs are imposed on SLDM Contractors during the first ninety (90) days following a Dispute Notice, FWA will pay all disputed costs collected into an escrow or trust account. If the dispute is not resolved within ninety (90) days, any funds deposited into the escrow or trust account will be paid to SLDMWA, and FWA must thereafter remit all disputed payments collected to SLDMWA, unless the parties agree otherwise.
- 2. Changes to Payment Obligations Resulting from Resolution of Dispute. The resolution of any dispute for which a Dispute Notice is issued under Section VI.A will include an agreement between the parties (if resolved voluntarily) or a determination by USBR or a federal court as to the amount and timing of the retroactive adjustment or prospective adjustment, as applicable, in disputed payment obligations.

D. Termination of Transfer Agreements

The parties acknowledge that they each have a right to terminate their respective Transfer Agreement on 12 months' notice under Article 2(c) thereof, and that a material dispute relating to the interpretation or performance of this MOU, or the unsatisfactory resolution thereof, could lead to such a termination. In order to facilitate mutually acceptable resolution of disputes and reduce the possibility of a termination of either the FWA Transfer Agreement or the SLDMWA Transfer Agreement, the parties agree that neither of them will give notice of termination of a Transfer Agreement under Article 2(c) thereof for a period of at least 6 months after the date of the notice described in Section VI.A.1; provided, that if matters unrelated to any such dispute arise which cause a party to desire termination, such notice may be sooner given.

VII. RENEGOTIATION PRINCIPLES

A. Basis for Agreement

This MOU, including the SLDMWA Cost Recovery Plan and Reserve Criteria, represents the parties' negotiated agreement on an equitable apportionment of the OM&R Costs by SLDMWA. In entering into this MOU, the parties have made assumptions that water supplies and operations of the parties' respective members will not materially change while this MOU is in effect and that there will be no material change in the use of or access to facilities utilized by the parties and their members after the effective date of this MOU. Further, they have assumed the accuracy of financial data provided and/or developed by the USBR and the SLDMWA in connection with the negotiation of this MOU, the SLDMWA Cost Recovery Plan and Reserve Criteria. The parties acknowledge that all such assumptions were material to their respective decisions regarding the provisions of this MOU, including the SLDMWA Cost Recovery Plan and in the Reserve Criteria, and agree that in the event any of those assumptions proves to be incorrect, or upon the occurrence of certain other events described in Section VII.B., renegotiation of this MOU, the SLDMWA Cost Recovery Plan, and/or Reserve Criteria is appropriate.

B. Events Triggering Renegotiation of MOU

In addition to the express provisions of this MOU that require consideration of potential amendments should certain events occur, should a party conclude that this MOU, including the SLDMWA Cost Recovery Plan and Reserve Criteria, can and should be modified to address (i) such party's determination that one or more of the fundamental assumptions described in Section VII.A. was in error, (ii) an administrative or court order materially affecting the water supply or operations of one or more of the agencies comprising such party, or which makes it reasonably foreseeable that such agency(ies) will thereafter suffer a material and adverse change in its/their water supply or operations, or (iii) another significant event which makes it reasonably foreseeable that such party will bear a material increase in OM&R Costs on a per acre foot ("AF") basis, the parties commit to entering into negotiations in good faith and timely efforts to modify this MOU, the SLDMWA Cost Recovery Plan or Reserve Criteria, as applicable.

C. Inability to Reach Agreement on Modification of MOU

In the event a party seeks modification of this MOU pursuant to Section VII.A., neither party will give notice of termination of its Transfer Agreement pursuant to Article 2(c) thereof for six (6) months after the first negotiation date; provided, that if matters unrelated to the event giving rise to the party's request for modification of this MOU arise which cause a party to desire termination, such notice may be sooner given. Following such 6-month period, either party will be free to exercise its right to terminate its Transfer Agreement under Article 2(c) thereof if a mutually acceptable modification of this MOU has not been developed.

VIII. MISCELLANEOUS

A. Term of MOU

This MOU will remain in effect until it is terminated by the mutual agreement of the parties; provided, that this MOU will automatically terminate without further action of the parties upon the termination, as applicable, of either the FWA Transfer Agreement or the SLDMWA Transfer Agreement. Upon any termination of this MOU, the SLDMWA Cost Recovery Plan will also terminate, although if the FWA Transfer Agreement terminates, SLDMWA would proceed in promptly developing a new cost recovery methodology. In that regard, the parties acknowledge that the agreements described in this MOU, and particularly the agreements contained in the SLDMWA Cost Recovery Plan, are part of a negotiated and comprehensive arrangement which reflects numerous compromises and tradeoffs by the parties. Accordingly, no aspect of this MOU or the SLDMWA Cost Recovery Plan is to be construed as precedent, and all aspects thereof must be renegotiated if this MOU is terminated.

B. Attorneys' Fees

In the event of any judicial action by any of the parties seeking enforcement or interpretation of any of the terms and conditions of this MOU, the prevailing party in such action will be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses including, without limitation, taxable costs and reasonable attorneys' fees.

C. Entire Agreement

This MOU and its exhibits contain all of the agreements of the parties with respect to the subject matter of this MOU. No other prior agreement or understanding pertaining to any such matter will be effective for any purpose. No provisions of this MOU may be amended or modified in any manner whatsoever except by an agreement in writing signed by duly authorized representatives of each of the parties.

D. Exhibits

This MOU includes <u>Exhibit A</u>, a list of Settlement Contractors; <u>Exhibit B</u>, the SLDMWA Amended OM&R Cost Recovery Plan; <u>Exhibit C</u>, Reserve Criteria; and <u>Exhibit D</u>, a list of SLDM Contractor Service (Delivery) Areas. The parties anticipate that <u>Exhibit A</u> and <u>Exhibit D</u>

may be amended by SLDMWA from time to time in coordination with USBR. Exhibit B may be amended consistent with Section VII of this MOU and pursuant to Article 12(b)(3) of the SLDMWA Transfer Agreement. Exhibit C may be amended consistent with Section VII of this MOU, and may include coordination with the OM&R Technical Committee and/or the Finance & Administration Committee during the annual OM&R Budget development process. Any and all such updated exhibits will be attached to this MOU and replace all prior versions of such exhibits.

E. Interpretation

The validity and interpretation of this MOU (including all exhibits) will be governed by the laws of the State of California. The MOU will be construed simply, as a whole, and in accordance with its fair meaning. The use of the singular includes the plural, and vice versa.

IN WITNESS WHEREOF, the parties have executed this MOU as of the date first above written.

SAN LUIS & DELTA-MENDOTA

WATER AUTHORITY

Cannon Michael, Chair

Federico Barajas, Secretary

FRIANT WATER AUTHORITY

By: ______

By: Josh Pitigliano, Secretary

EXHIBIT A

SETTLEMENT CONTRACTORS

The following contractors are entitled to receive, without charge, the designated acre feet of Settlement Water through the Project Facilities as stated below or as may be amended.

	Contract#	Acre Feet
Coelho Family Trust (Formerly Mason A. Loundy Trustee)	14-06-200-7859A	1,332
State of California, Dept. of Fish & Game (Mendota Wildlife Area) (Formerly Mason A. Loundy Trustee)	14-06-200-7859A Assign 1	1,321
State of California (Mendota Wildlife Area)	14-06-200-4359A AMD1	1,143
San Joaquin River Exchange Contractors Water Authority: Central California Irrigation District Columbia Canal Company San Luis Canal Company Firebaugh Canal Company	llr-1144	840,000
Fresno Slough Water District	14-06-200-40 19A	866
Tranquillity Public Utility District (Formerly Hughes, Melvin & Mardella)	14-06-200-3537A	93
James Irrigation District	14-06-200-700-A	9,700
M.L. Dudley and Company, John G. Indart, and Doris J. Indart	14-06200-4448A	2,280
Patterson Irrigation District	14-06-200-3598A-LTR1-P	6,000
Reclamation District No. 1606	14-06-200-3802A	342
Tranquillity Irrigation District	14-06-200-701A	20,200
Marvin A. & Patricia Meyers	9-07-20-W1608	210
Kenneth and Karen Carvalho Revocable Trust (Formerly Virginia L. Lempesis Separate Property Trust)	11-WC-20-0026	600
	Total	884,087

EXHIBIT B

2024 SLDMWA OM&R COST RECOVERY PLAN

This 2024 SLDMWA OM&R Cost Recovery Plan was developed consistent with Article 12(b) of the SLDMWA Transfer Agreement, and was provided to all parties with payment obligations not less than sixty (60) days to the effective date of July ___, 2024 ("Effective Date"). Notwithstanding the Effective Date of this Plan, the cost recovery methodology will be applied retroactively to March 1, 2024.

- I. INTRODUCTION The following is a description of the allocation and recovery of OM&R Costs for the following facilities by the San Luis & Delta-Mendota Water Authority:
 - 1. Delta-Mendota Canal ("DMC");
 - 2. C.W. "Bill" Jones Pumping Plant ("Jones PP");
 - 3. C.W. "Bill" Jones Pumping Plant Operations and Maintenance Complex;
 - 4. O'Neill Pumping/Generating Plant ("O'Neill PGP") and Switchyard;
 - 5. Delta-Mendota Canal California Aqueduct Intertie Pumping Plant ("Intertie")
 - 6. Mendota Pool³;
 - 7. Kesterson Reservoir;
- 8. Federal share of the San Luis Joint Use conveyance and conveyance pumping facilities; and
 - 9. San Luis Drain including Redfern Drain.

This 2024 SLDMWA OM&R Cost Recovery Plan is an exhibit to the Second Amended and Restated Memorandum of Understanding Between the Friant Water Authority and San Luis & Delta-Mendota Water Authority Relating to Allocation, Collection and Payment of Operation,

³ As Mendota Pool is a non-Federal facility, SLDMWA's operational responsibilities related to Mendota Pool are limited to those activities specifically required to fulfill the legal and contractual obligations of the United States. Unless undertaken pursuant to separate agreements with beneficiaries that will bear the cost, SLDMWA does not conduct additional operation, maintenance, or replacement activities for Mendota Pool.

Maintenance & Replacement Costs for Water Delivered Through Certain Central Valley Project Facilities ("MOU"). The MOU defines the terms and conditions for allocating and recovering the costs associated with the OM&R of the above referenced facilities. Friant Division Contractors will be obligated to pay the OM&R Costs associated with the delivery of Settlement Water to the Settlement Contractors in accordance with the terms of this Cost Recovery Plan. FWA will, as part of the FWA cost recovery methodology developed under the FWA Transfer Agreement, provide for the recovery of OM&R Costs allocated to the Settlement Contractors under this SLDMWA OM&R Cost Recovery Plan. To the extent the USBR has conferred upon FWA the legal authority to do so, FWA will allocate such costs among, and collect such costs from, the Friant Division Contractors. For ease in representation and for practical considerations, and for the purposes of the MOU and this SLDMWA OM&R Cost Recovery Plan only, Friant Division Contractors will be considered a single Water Delivery Contractor whose water deliveries constitute the total Settlement Water deliveries of the Settlement Contractors. The USBR will be allocated the costs associated with the delivery of Other Water under the provisions of the SLDMWA Transfer Agreement, except to the extent that such Other Water is specifically attributable to another party (e.g. non-CVP water delivered under a Warren Act contract wherein the Warren Act contractor will be allocated applicable OM&R Costs). For purposes of completeness, OM&R Costs associated with Project Facilities that are unnecessary for the delivery of Settlement Water (such as the San Luis Drain) are allocated in this SLDMWA OM&R Cost Recovery Plan, but no part of such OM&R Costs will be allocated, under this Cost Recovery Plan, to the Friant Division Contractors, except as expressly noted.

The MOU dictates that the allocation of costs for specific acquisitions or OM&R activities not already addressed by this Cost Recovery Plan will be allocated in a manner consistent with the principles contained in this Cost Recovery Plan. Those principles include:

- Except where expressly noted otherwise, Friant Division Contractors are
 responsible for paying OM&R Costs for Project Facilities used for the delivery of
 Settlement Water to the Settlement Contractors in accordance with the terms of
 the MOU and this Cost Recovery Plan;
- 2. Water rates will be comprised of various cost pool components based on the

- principle that OM&R Costs are allocated to water deliveries based on the Project Facilities used; and
- 3. All Water Delivery Contractors and Friant Division Contractors have a critical interest in the effective and efficient OM&R of the Project Facilities.
- II. DEFINITIONS As used in this Cost Recovery Plan, the following terms have the meanings as set forth below. To the extent the following terms are defined in the MOU, their definitions are restated here for convenience:
 - A. Extraordinary OM&R: Extraordinary OM&R has the same meaning as the non-capitalized term included in the definition of OM&R in the SLDMWA Transfer Agreement. That is, the performance, funding, and financing of emergency or unusual operation and maintenance or extraordinary operation and maintenance costs, unusual or extraordinary repair or replacement costs, and betterment costs to the extent such costs are not considered Capital Improvement costs (as defined in the SLDMWA Transfer Agreement) unless SLDMWA chooses to accomplish and finance such Capital Improvements under Article 5(b) of its Transfer Agreement.
 - B. Friant Division Contractors: Water Delivery Contractors receiving water service from the Friant Division of the CVP, including members and non-members of FWA.
 - C. FWA Transfer Agreement: That certain Agreement Between the United States of America and Friant Water Authority to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the Friant-Kern Canal and Associated Works effective October 5, 2020, as amended.
 - D. OM&R: Operation, maintenance and replacement as that phrase is defined in the SLDMWA Transfer Agreement.
 - E. OM&R Budget: SLDMWA's annual budget to fund the OM&R Program, which is developed and approved in accordance with the procedures set forth in Article 12(a) of the SLDMWA Transfer Agreement.

- F. OM&R Costs: Costs of providing OM&R for the Project Facilities pursuant to the SLDMWA Transfer Agreement, including without limitation conveyance pumping costs associated therewith.
- G. Party Entitled to Utilize or Receive Other Water: A party required to pay SLDMWA the amounts described in Article 12 of the SLDMWA Transfer Agreement in connection with the delivery of "Other Water," as such terms are defined in Article 1 of the SLDMWA and FWA Transfer Agreements.
- H. Project Facilities: The physical works and appurtenances associated with the C.W. "Bill" Jones Pumping Plant (formerly Tracy Pumping Plant), C.W. "Bill" Jones Pumping Plant Operations and Maintenance Complex, Delta-Mendota Canal, Delta-Mendota Canal California Aqueduct Intertie Pumping Plant ("Intertie"), O'Neill Pumping/Generating Plant and Switchyard, the federal share of the O'Neill Forebay and Dam, Mendota Pool (see footnote no. 4 above in the Introduction) Kesterson Reservoir, the federal share of San Luis Unit Joint Use conveyance and conveyance pumping facilities, and the San Luis Drain.
- I. Reserves: Funds accumulated to meet unexpected emergencies or planned multiyear financial commitments of Extraordinary OM&R and/or capital improvement projects to replace or repair Project Facilities and equipment that are not included in the annual costs of ongoing, regular, or routine operations, maintenance, repairs, replacements, and other activities and actions necessary for continued structural integrity and operational reliability of Project Facilities required for the delivery of "Project Water," as defined in the SLDMWA Transfer Agreement.
- J. Settlement Contractors: Those contractors, listed in <u>Exhibit A</u> of the MOU, entitled to receive water service through the Project Facilities without charge, except as provided in this Cost Recovery Plan.
- K. Settlement Water: Water the Settlement Contractors are entitled to receive without charge from Project Facilities.
- L. SLDM Contractors: Water Delivery Contractors that receive water (other than Settlement Water) via any of the Project Facilities described in the SLDMWA

- Transfer Agreement.
- M. SLDMWA: The San Luis & Delta-Mendota Water Authority.
- N. SLDMWA Transfer Agreement: That certain Agreement between the United States of America and San Luis & Delta-Mendota Water Authority to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals, C.W. "Bill" Jones Pumping Plant, Delta-Mendota Canal/California Aqueduct Intertie Pumping Plant, O'Neill Pumping/Generating Plant, San Luis Drain and Associated Works effective January 14, 2020, as amended.
- O. USBR: United States Department of Interior, Bureau of Reclamation.
- P. Water Delivery Contract: (1) Any contract entered into by the Secretary of the United States Department of the Interior under the provisions of Sections 9(c), 9(d), or 9(e) of the Reclamation Project Act of 1939 or Section 3404 of the Central Valley Project Improvement Act pursuant to which "Project Water" is to be supplied from or through Project Facilities and (2) any exchange contract, water rights settlement contract, or similar agreement pursuant to the terms of which water is to be supplied by the United States from or using the Project Facilities, as such terms are defined in Article 1 of the SLDMWA and FWA Transfer Agreements.
- Q. Water Delivery Contractor: A party holding a Water Delivery Contract with the United States, as such terms are defined in Article 1 of the SLDMWA and FWA Transfer Agreements.
- R. Year: March 1 through February 28/29.
- III. COST POOLS OM&R Costs will be accumulated into eight cost pools, defined as the Upper DMC and Jones PP cost pool ("Upper Cost Pool"), the Lower DMC cost pool ("Lower Cost Pool"), the Intertie Variable cost pool ("Intertie Variable Cost Pool"), the Mendota Pool cost pool ("Mendota Pool Cost Pool"), the San Luis Joint Use conveyance and conveyance pumping facilities cost pool ("DWR Cost Pool"), the Jones PP power cost pool ("Jones Power

Cost Pool"), the O'Neill PGP cost pool ("O'Neill Cost Pool") and the San Luis Drain cost pool ("San Luis Drain Cost Pool").

- A. The Upper Cost Pool includes:
 - The OM&R Costs for the Jones PP and related Jones PP Operations and Maintenance Complex, excluding energy costs;
 - A pro rata share of the OM&R Costs for the DMC from the Jones PP to Check 13 based on miles of DMC serviced above and below Check 13 (70/116 miles or 30.64%) ("Upper DMC");
 - 3. The OM&R Costs associated with routine OM&R of the Intertie, except that SLDMWA will work with USBR to ensure the State of California pays routine Intertie OM&R Costs associated with the movement of State water through the Intertie;
 - 4. The OM&R Costs for the Westley, Newman, and Volta Wasteways; and
 - 5. The OM&R Costs for the intake channel from the Tracy Fish Facility to the Jones Pumping Plant.
- B. The Lower Cost Pool includes:
 - 1. A pro rata share of the OM&R Costs for the DMC from Check 13 to (but not including) the Mendota Pool based on miles of DMC serviced above and below Check 13 (46/116 miles or 39.66%) ("Lower DMC"); and
 - 2. The OM&R Costs for the Firebaugh Wasteway.
- C. The Intertie Variable Cost Pool includes:
 - 1. DWR wheeling charges for conveyance of water from the Intertie through the California Aqueduct to O'Neill Forebay; and
 - 2. USBR's project use energy ("PUE") costs associated with Intertie operations.
- D. The Mendota Pool Cost Pool includes the operational costs associated with activities at Mendota Pool that are specifically required to fulfill statutory or contractual obligations of the United States, including but not limited to, managing deliveries from the DMC into Mendota Pool, coordination actions to

- assist CCID in maintaining certain elevations at Mendota Pool, coordination of flood releases from the San Joaquin River and Kings River into Mendota Pool, and monitoring and measuring water deliveries taken by contractors at Mendota Pool. Unless undertaken pursuant to separate agreements with beneficiaries that will bear the cost, SLDMWA does not conduct additional operation, maintenance, or replacement activities for Mendota Pool.
- E. The DWR Cost Pool includes the federal share of the OM&R Costs of the San Luis Joint Use conveyance and conveyance pumping facilities and the energy costs incurred in pumping water at the Dos Amigos Pumping Plant. The DWR costs associated with the OM&R Costs of the O'Neill Forebay and Dam are included the O'Neill Cost Pool and, therefore, are not included in the DWR Cost Pool.
- F. The Jones Power Cost Pool includes the energy costs incurred at the Jones PP and related Jones PP Operations and Maintenance Complex.
- G. The O'Neill Cost Pool includes:
 - 1. The OM&R Costs for the O'Neill PGP;
 - The OM&R Costs for the O'Neill PGP intake upstream of Check 13 from the DMC to the O'Neill PGP;
 - 3. The energy costs, net of regeneration credits, incurred in pumping water at the O'Neill PGP; and
 - 4. The DWR OM&R Costs for the federal share of the O'Neill Forebay and Dam.
- H. The San Luis Drain Cost Pool includes:
 - 1. The OM&R of the San Luis Drain; and
 - 2. The Maintenance of the Kesterson Reservoir, except that maintenance activity relating to the Cleanup Program as defined in the Bureau of Reclamation, U.S. Department Interior Repayment Report, Kesterson Reservoir Cleanup Program and San Joaquin Valley Drainage Program, February 1995 will be assigned in accordance with the Report.

- IV. COST ALLOCATION The OM&R Costs assigned each Year to each of the cost pools described above will be allocated to Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water using the facilities described above for each cost pool in accordance with the following methodology:
 - A. Upper and Lower Cost Pools Costs accumulated in the Upper and Lower Cost Pools will be allocated to each Water Delivery Contractor or Party Entitled to Receive or Use Other Water based upon the party's cost allocation percentage, subject to the following:
 - 1. The cost allocation percentage for the Upper and Lower Cost Pools will be determined by dividing a Water Delivery Contractor's or Party Entitled to Utilize or Receive Other Water's "delivery base" by the total delivery base for all Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water sharing in each cost pool.
 - 2. The delivery base for each SLDM Contractor will be computed for the Upper Cost Pool and the Lower Cost Pool as the greater of the actual water delivered to the SLDM Contractor utilizing that cost pool's facilities during the Year, or the amount established under the Minimum Participation requirements described in Section V.A. hereof.
 - 25% of the OM&R Costs for the Lower Cost Pool will be allocated in the Mendota Pool Cost Pool.
 - B. Intertie Variable Cost Pool Costs accumulated in the Intertie Variable Cost Pool will be allocated to each Water Delivery Contractor and Party Entitled to Utilize or Receive Other Water on the same basis as the Upper and Lower Cost Pool, subject to the following:
 - In water years where the south-of-Delta agricultural water allocation is 0% and/or in water years where 0% agricultural service water is available for delivery during the contract year (regardless of the south-of-Delta agricultural service water allocation): 65% of variable Intertie OM&R Costs will be allocated to Friant Division Contractors. The remaining 35%

- will be allocated to all other SLDM Contractors and Parties Entitled to
 Utilize or Receive Other Water on the same basis as the Upper Cost Pool.
- In water years where the south-of-Delta agricultural water allocation is 1%- 5%:
 - i. The first time such event occurs, 20% of variable Intertie OM&R Costs will be allocated to Friant Division Contractors, with the remaining 80% being allocated to all other SLDM Contractors and Parties Entitled to Utilize or Receive Other Water on the same basis as the Upper Cost Pool;
 - ii. The second time such event occurs, no cost will be imposed on Friant Division Contractors (i.e., SLDM Contractors and Parties Entitled to Utilize or Receive Other Water will pay on the same basis as the Upper Cost Pool); and
 - iii. The third time such event occurs, FWA, SLDMWA, and USBR will negotiate a new allocation methodology for 1% to 5% allocation years.
- 3. In water years where the south-of-Delta agricultural service water allocation is greater than 5%: Friant Division Contractors will not be allocated any variable Intertie OM&R Costs; 100% of variable Intertie OM&R Costs will be allocated to SLDM Contractors and Parties Entitled to Utilize or Receive Other Water on the same basis as the Upper Cost Pool.
- 4. In water years where the south-of-Delta agricultural service water allocation is greater than 5% and San Joaquin River Restoration Program Delta recapture flows are pumped at Jones PP, the daily acre-feet of recapture flows pumped at Jones PP that coincide with days that the Intertie is in operation will be presumed to have moved through the Intertie. Friant Division Contractors will be allocated a share of variable OM&R Costs for the Intertie by including these presumed flows in the

total acre-feet calculation for SLDM Contractors and Parties Entitled to Utilize or Receive Other Water for that water year, and allocating a corresponding share of variable OM&R Costs to Friant Division Contractors. For water years where the south-of-Delta agricultural service water allocation is less than or equal to 5%, regardless of what volumes are pumped at Jones PP, no additional OM&R Costs for the Intertie will be allocated to Friant Division Contractors above what is enumerated in subsections 2.i-iii above.

- 5. Intertie operations will be reviewed upon request by either Party to determine if changes in the allocation methodology are warranted.
- 6. NOTE: SLDMWA will work with USBR to ensure the State of California pays variable Intertie OM&R Costs associated with the movement of State water through the Intertie; Friant Division Contractors will not be allocated any such costs.
- C. Mendota Pool Cost Pool Costs within the Mendota Pool Cost Pool will be allocated to the contractors taking delivery in Mendota Pool based upon the Water Delivery Contractor's or Party Entitled to Utilize or Receive Other Water's cost allocation percentage, using similar methodology to that described in Section IV.A.1 above, subject to the following:
 - In addition to the OM&R Costs for Mendota Pool activities, the Mendota Pool Cost Pool will include 25% of the OM&R Costs of the Lower Cost Pool.
 - 2. Deliveries from the Mendota Pool that do not originate from the DMC (such as San Joaquin and Kings River flows and Mendota Pool pump-ins) will be excluded from the allocation of all other OM&R Costs, including O'Neill Storage, Extraordinary OM&R, and Reserve cost allocations, unless specifically agreed to by SLDMWA and FWA.
 - 3. Minimum Participation requirements as described in Section V.A. will not apply to the allocation of the Mendota Pool Cost Pool.

- D. DWR Cost Pool Costs within the DWR Cost Pool will be sub-allocated into two cost pools, defined as the North of Dos Amigos Cost Pool and the South of Dos Amigos Cost Pool.
 - The North of Dos Amigos Cost Pool includes the federal share of the DWR OM&R Costs associated with the San Luis Canal north of the Dos Amigos Pumping Plant.
 - 2. The South of Dos Amigos Cost Pool includes the federal share of the DWR OM&R Costs associated with the San Luis Canal south of the Dos Amigos Pumping Plant, the federal share of the DWR OM&R Costs associated with the Dos Amigos Pumping Plant, and the energy costs incurred at the Dos Amigos Pumping Plant.

OM&R Costs for the North of Dos Amigos Cost Pool and South of Dos Amigos Cost Pool will be allocated to the Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water directly utilizing the facilities in each such cost pool. The percentage of costs allocated to each such contractor/party will be determined by dividing the total water deliveries to such contractor/party utilizing the Project Facilities in each cost pool by the total water deliveries to Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water utilizing such facilities during the Year.

E. Jones Power Cost Pool - Costs within the Jones Power Cost Pool will be allocated to those Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water whose water is made available by virtue of water being pumped at the Jones PP. The percentage of costs allocated to each such contractor/party will be determined by dividing the total water deliveries made available to each such contractor/party by the total of all such water deliveries made available. Minimum Participation requirements as described in Section V.A. will not apply to the allocation of the Jones Power Cost Pool.

- F. O'Neill Cost Pool Each Year, the O'Neill Cost Pool will be sub-allocated between two cost pools, the "Direct Pumping Cost Pool" and the "Storage Pumping Cost Pool" as follows:
 - 1. For purposes of allocating the O'Neill Cost Pool between the Direct Pumping Cost Pool and Storage Pumping Cost Pool only, water deliveries made during the Year through the San Luis Joint Use or San Felipe facilities will be deemed water delivered in the Direct Pumping Cost Pool and water released from the O'Neill Forebay through the O'Neill PGP into the DMC will be deemed water delivered in the Storage Pumping Cost Pool. Water that is not conveyed through the DMC will not be deemed water delivered in either the Direct Pumping Cost Pool or the Storage Pumping Cost Pool.
 - 2. The O'Neill Cost Pool will be sub-allocated to the Direct Pumping Cost Pool and the Storage Pumping Cost Pool pro rata based upon the percentage obtained by dividing each respective pools' share of water deemed delivered, during the Year as described above, against the sum of the two pools' water deliveries during the Year.
 - 3. The Direct Pumping Cost Pool will be further sub-allocated to Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water taking delivery of water directly from the San Luis Joint Use or San Felipe facilities during the Year based upon the percentage obtained by dividing the water delivered to a contractor/party utilizing the O'Neill PGP for water deliveries through the federal share of the San Luis Joint Use facilities or the San Felipe facilities by the total water deliveries utilizing the O'Neill PGP for water deliveries through the federal share of the San Luis Joint Use facilities and the San Felipe facilities during the Year.
 - 4. The Storage Pumping Cost Pool will be further sub-allocated to Water Delivery Contractors and Parties Entitled to Utilize or Receive Other

Water taking delivery of water directly from the DMC or Mendota Pool facilities based on the percentage obtained by dividing the water delivered directly from the DMC or Mendota Pool facilities to such contractor/party by the total water delivered directly from the DMC or Mendota Pool facilities to Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water during the Year. Deliveries to Mendota Pool that are not conveyed through the DMC will be excluded from the Storage Pumping Cost Pool allocation.

None of the allocations described above for the O'Neill Cost Pool will be subject to the Minimum Participation requirements as described in Section V.A.

G. San Luis Drain Cost Pool - The maintenance costs assigned to the San Luis Drain Cost Pool will be allocated to those Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water with contractual requirements for the payment of such maintenance costs, except that maintenance activity relating to the Cleanup Program as defined in the Bureau of Reclamation, U.S. Department Interior Repayment Report, Kesterson Reservoir Cleanup Program and San Joaquin Valley Drainage Program, February 1995 will be assigned in accordance with the Report.

V. MISCELLANEOUS COST ALLOCATION PROVISIONS

A. Minimum Participation - In recognition of the value of providing OM&R even in Years when an individual SLDM Contractor's pro rata share of costs based upon that Year's water deliveries is very low or non-existent, there will be created Minimum Participation amounts of assumed minimum water deliveries, for purposes of cost allocation only, as follows: In Years when an irrigation SLDM Contractor's total deliveries (i.e., deliveries under its contract with the USBR plus other deliveries made available through the Jones PP and the DMC) are below 25% of its maximum contractual entitlement, the delivery base for purposes of allocating the Upper Cost Pool and Lower Cost Pool will be 25% of that irrigation

- SLDM Contractor's maximum contractual entitlement.
- B. Water Transfers A SLDM Contractor who receives transfer water ("SLDM Transferee") from a Water Delivery Contractor will have such water deliveries included in the SLDM Transferee's delivery base for each applicable cost pool described in Section I. above for purposes of allocating OM&R Costs for the Year (but not for delivery purposes in establishing reserves). As a result, all costs associated with the delivery of transferred water will be allocated to the SLDM Transferee in the same manner as costs are allocated to the SLDM Transferee for its CVP contractual supply and will be subject to Year-end adjustment and reconciliation per Section VIII.E below.

C. Other Water -

- 1. All costs associated with the conveyance of Other Water through Project Facilities, including all components that may be required by Reclamation, will be assigned to the Water Delivery Contractor or Party Entitled to Utilize or Receive Other Water that takes delivery of such Other Water. As a result, all costs associated with the delivery of Other Water will be allocated to the Water Delivery Contractor in the same manner as costs are allocated to that Water Delivery Contractor for its CVP contractual supply and will be subject to Year-end adjustment and reconciliation per Section VIII.E. below. In the case of deliveries of Other Water to the Settlement Contractors, the applicable Settlement Contractors, not the Friant Division Contractors, will be responsible for all costs associated with the delivery of the Other Water, including an allocable share of the OM&R Costs and Reserve Costs (Section VI.A) addressed by this SLDMWA OM&R Cost Recovery Plan.
- 2. Losses A loss factor of five percent (5%), or the loss percentage provided in the governing contract or agreement, as applicable, will be applied to the delivery of any Other Water conveyed in any Project Facilities (e.g., if the loss factor is five percent (5%), and 100 AF of Other Water is pumped

at Jones PP, or as otherwise metered, that will result in 95 AF being considered available for delivery and will be allocated OM&R Costs accordingly).

VI. RESERVES - In recognition of the multiple year benefits of performing certain long-term OM&R activities for Project Facilities (excepting the San Luis Joint Use conveyance and conveyance pumping facilities and Mendota Pool, unless pursuant to separate agreement), including, but not limited to, the long-term capital outlays for the purchase of equipment and vehicles and reserves mandated by the SLDMWA Transfer Agreement, SLDMWA will accumulate Reserves and regularly use these Reserves for these activities in accordance with the following:

A. Reserves -

- 1. Annually, a ten-year projection of expenditures in specified Reserve Categories as listed in Exhibit C to the MOU will be made ("Ten-Year Plan"), along with a single year projection of expenditures in those categories for the forthcoming fiscal year. The Reserve cash requirement for the forthcoming fiscal year will be allocated to each Water Delivery Contractor pro rata based upon the past ten years of historic water deliveries (ten-year rolling average of deliveries), net of funds collected from Parties Entitled to Utilize or Receive Other Water.
- 2. Each Water Delivery Contractor's ten-year rolling average of deliveries will include all Water Delivery Contract deliveries, water transferred out to other Water Delivery Contractors that utilize Project Facilities for which costs are allocated under this Cost Recovery Plan, and Other Water deliveries to that Water Delivery Contractor, subject to the following:
 - Each Water Delivery Contractor's ten-year rolling average of deliveries will be subject to the inclusion of the annual Minimum Participation amounts as determined in Section V.A above;
 - ii. Ten-year rolling average of deliveries will not include:

- a. Water transferred in by the applicable Water Delivery
 Contractor;
- Water transferred out by the applicable Water Delivery
 Contractor that does not utilize Project Facilities for which costs are allocated hereunder; or
- c. Deliveries to Mendota Pool not conveyed through the
 Lower DMC (e.g. San Joaquin River flood flows, Kings
 River flood flows, water released from Millerton Reservoir,
 Mendota Pool pump-in water, etc.).
- iii. Notwithstanding the reference above to water transferred out to other Water Delivery Contractors being included in each Water Delivery Contactor's ten-year rolling average of deliveries, water transferred from a San Joaquin River Exchange Contractor ("Exchange Contractor") to a Water Delivery Contractor will be included in the San Joaquin River Exchange Contractor Water Authority's ("SJRECWA") total deliveries for the purposes of allocating Reserve costs and Extraordinary OM&R Costs, and costs associated with such transfers will not be an obligation of Friant Division Contractors, subject to the following:
 - a. Beginning in Water Year 2026 (March 1, 2026 February 28, 2027), deliveries associated with Water Transfer
 Program for the San Joaquin River Exchange Contractors
 Water Authority ("Exchange Contractor Transfer
 Program"), as that program may be amended, will be excluded from FWA's Reserve allocation.
 - b. In the interim, the Reserve calculations to support final accountings for Water Years 2022, 2023, 2024, and 2025 will continue to include the deliveries associated with Exchange Contractor transfers in FWA's Reserve

- allocation. The same methodology (utilizing offsetting adjustments) used to calculate the reserve obligation for FWA in Water Year 2019 will apply.
- c. Beginning in Water Year 2026, SLDMWA will no longer make the offsetting adjustments to the delivery data used to calculate the Reserves as outlined in Section VI.A.2.iii.b.

 All delivery volumes associated with the Exchange

 Contractor Transfer Program will be moved from FWA's Reserve allocation to the SJRECWA's Reserve allocation.⁴

 Any offsetting adjustments (including historical adjustments) will be removed in their entirety from the Reserve calculation for the SJRECWA.
- 3. In any one Year, Reserve expenditures may benefit some Project Facilities or cost pools more than others. However, in the long-term, it is expected that Reserves will be spent generally in accordance with the overall apportionment of the OM&R Budget for each facility as that facility's OM&R Budget relates to the entire OM&R Budget (without consideration or inclusion of the cost of energy, the OM&R Costs of the San Luis Joint Use conveyance and conveyance pumping facilities, the OM&R Costs of the Mendota Pool, or costs associated with the San Luis Drain).
- 4. One-time or de minimis use of Project Facilities (i.e., the delivery of Other Water to an individual or entity that otherwise has irregular or infrequent deliveries made through Project Facilities maintained by SLDMWA) will be charged the SLDMWA Board-adopted Reserve rate component(s) for the delivery(ies). Such one-time or de minimis water deliveries will not be included in any water delivery base in the determination of Reserves or Reserve allocations hereunder. Revenues generated to Reserves for this

⁴ SLDMWA anticipates that SJRECWA will pass through any costs associated with the Reserve allocation to the entities receiving transfers.

- one-time or de minimis use of Project Facilities will be used to reduce that Year's total Reserve requirement. Reserve contributions from one-time or de minimis use of Project Facilities will not be subject to annual reconciliation and adjustment.
- Consistent with Sections VI.A.1-4 above and Section VII below,
 SLDMWA will include a Reserve component in the calculation of OM&R
 Water Rates for all deliveries utilizing Project Facilities, unless expressly excluded.
- B. Emergency Reserves SLDMWA will establish and maintain an Emergency Reserve Fund consistent with Article 14 of the SLDMWA Transfer Agreement. SLDMWA will include a sub-component in the Reserve component described in Section VI.A above for the Emergency Reserve Fund when required.
- C. Other SLDMWA may also utilize Reserve funds to repay specific Extraordinary OM&R Costs that utilize long-term financing or debt. When the SLDMWA Board of Directors takes action to authorize such long-term financing or debt and the collection of Reserve funds to repay the same, the SLDMWA Board of Directors will establish whether and how the additional Reserve fund component(s) will be included in the calculation of OM&R Water Rates for some or all deliveries utilizing Project Facilities. It is understood that the cost allocation methodology for individual Extraordinary OM&R projects may differ from the cost allocation methodology used to allocate Reserve costs.

VII. RATE COMPONENT CALCULATIONS / WATER RATES

A. Rate components will be established for each cost pool listed in Section III on a per AF basis. Rate components will be calculated in accordance with the cost allocation to Water Delivery Contractors in Section IV using budgeted amounts for the Year for each cost pool divided by projected water deliveries utilizing the Project Facilities and/or energy associated with the applicable cost pool for the Year. The Reserve rate component(s) will be computed by dividing each Water

- Delivery Contractor's expected annual contribution, in accordance with Section VI.A-B, by projected water deliveries to that Water Delivery Contractor for the Year.
- B. The "OM&R Water Rate" for a given delivery will be calculated by adding together various cost pool components and/or the Reserve rate component(s) associated with that delivery. For example, the OM&R Water Rate for a delivery along the Lower DMC will include the following components: Upper Cost Pool + Jones Power Cost Pool + Intertie Variable Cost Pool (if applicable) + Lower Cost Pool + O'Neill Storage Cost Pool + Reserves (more than one reserve component potentially applicable). The proposed water rates for deliveries to various geographic locations, including the cost pool and/or Reserve components, will be provided to the SLDMWA Board of Directors when OM&R Water Rates are presented to the Board of Directors for action.
- C. Reference to "adjusted" OM&R Water Rates on rates sheets presented to the SLDMWA Board of Directors will refer to rates that utilize some, but not all rate components for a delivery that does not incur certain OM&R Costs. For example, an "adjusted" OM&R Water Rate is charged to deliveries that are pumped-in along the Lower DMC and do not utilize Upper Cost Pool facilities.

VIII. PAYMENT AND RECONCILIATION

- A. Amounts payable for water delivered to Water Delivery Contractors each calendar month will be computed by multiplying the sum of the rate components (Rate) applicable to water deliveries by the quantity (acre feet) of such water deliveries scheduled for the month, adjusted for differences between actual and scheduled deliveries, at the applicable Rate, for prior months.
- B. SLDMWA will bill FWA to provide for recovery of OM&R Costs allocated to the Settlement Contractors that are payable by the Friant Division Contractors under this SLDMWA OM&R Cost Recovery Plan.
- C. Payments due under this SLDMWA OM&R Cost Recovery Plan for water

- deliveries will be made in advance. All payments must be received by SLDMWA by the 15th of the month prior to the month of such scheduled water deliveries. For instances where SLDMWA invoices FWA after the 10th of the month, a minimum of five (5) calendar days will be afforded FWA for payment.

 Notification of electronic transfer of funds payments to the SLDMWA will be provided in advance of or concurrent with such payment.
- D. Payments received after the due dates noted above are delinquent and will be subject to an interest charge, as well as to any remedies for deficiencies provided in Article 12 of the SLDMWA and FWA Transfer Agreements and IV.B of the MOU. The interest charge will be calculated pursuant to the Prompt Payment Act, as amended (31 U.S.C. § 3901, et seq.). The interest charge will be based upon any and all accumulated advance payment deficiencies. Interest will accrue for each day past the due date and will be accumulated based upon a 360-day year (interest will compound on a simple interest basis).
- E. Annual reconciliation and adjustment of the OM&R Costs and their allocation to each Water Delivery Contractor ("Final Accounting") will be made within sixty (60) days following the completion and SLDMWA Board of Directors' acceptance of the annual audited financial statements containing the costs to be allocated. The Final Accounting for a given Year will be treated as final and no longer subject to any dispute following the expiration of the applicable statute of limitations, as may be modified by law. The parties also agree that SLDMWA may reopen a Final Accounting under appropriate circumstances.
- F. Reconciled and adjusted OM&R Cost allocation applicable to each Water Delivery Contractor or Party Entitled to Utilize or Receive Other Water, including annual reserve amounts, will be compared to payments made by or on account for each Water Delivery Contractor for water deliveries during the Year. In the event payments made by or on account of a Water Delivery Contractor exceed costs allocated to that Water Delivery Contractor (surplus), SLDMWA will refund the amount of the surplus to the payee or the payee may direct SLDMWA to apply

such surplus to future amounts due under this SLDMWA OM&R Cost Recovery Plan. In the event costs allocated to the Water Delivery Contractor exceed payments made by or on account of a Water Delivery Contractor (deficiency), the payee will have thirty (30) days from the notice of such deficiency to make payment. Payments not received within thirty (30) days will be subject to the late payment provision as described in Section VII.B above starting on the date of delinquency, as well as subject to any remedies for deficiencies provided in Article 12 of the SLDMWA and FWA Transfer Agreements and IV.B of the MOU.

- G. SLDMWA will apply funds to cover deficiencies paid by the USBR under appropriate legal instruments in accordance with terms outlined in Section 12 of the SLDMWA Transfer Agreement.
- H. FWA will collect and remit payments due for OM&R Costs allocated to Settlement Contractors under this SLDMWA OM&R Cost Recovery Plan in accordance with the terms of this section. FWA will apply funds to cover deficiencies paid by the USBR under appropriate legal instruments in accordance with terms outlined in Section IV of the MOU and Section 12 of the FWA Transfer Agreement.

EXHIBIT C

RESERVE CRITERIA

In recognition of the long-term benefits associated with certain OM&R activities, expenditures meeting the criteria established below will be made from Reserve funds accumulated for such purposes, consistent with Section VI of the SLDMWA OM&R Cost Recovery Plan.

1. Reserve Categories:

- A. <u>Major Non-Routine Maintenance/Extraordinary OM&R</u>:
 - Major non-routine maintenance improvements, modifications, replacements, or repairs, additions, or modernizations with long term benefits, exceeding one year, that have a total cost greater than \$60,000, including labor and labor related costs for projects identified on the Ten-Year Plan.
 - ii. For any Extraordinary OM&R project for which SLDMWA's estimated total project cost is greater than 50% of the current year's routine OM&R Budget, excluding power and Reserves costs, the Planning Committee will review, evaluate, and establish a recommendation for the allocation of costs of any Extraordinary OM&R project.
- B. <u>Equipment</u>: Replacement of mobile/stationary equipment and heavy equipment identified on the Ten-Year Plan with a total replacement cost greater than \$30,000. Equipment types and examples are as follows:
 - i. Heavy Equipment (Off-Road Unlicensed): Motor graders, loaders,
 backhoes, excavators, dozers, skid-steers, cranes, tractors, implements
 (i.e., discs, mowers, etc.), man-lifts, forklifts, etc.
 - ii. Heavy Equipment (On-Road Licensed): Truck/tractors, spray trucks, dump trucks, water trucks, boom trucks, utility trucks heavier than 1.5 ton, heavy transport trailers, tilt trailers, flatbed trailers, trailer-mounted pumps/generators/compressors, belly dump trailers, etc.
 - iii. Shop Support Stationary Equipment: Machine Shop equipment, Electric Shop test equipment, Vehicle Maintenance Shop equipment, Sandblast and Paint Shop equipment, etc.

- C. <u>Vehicles</u>: Replacement of light passenger/utility vehicles identified on the Ten-Year Plan that have a total replacement cost (including labor) greater than \$25,000 (e.g., sedans, pickups, utility vehicles, vans, etc.).
- D. <u>Office & Computer/Network Equipment</u>: Replacement of office and electronic equipment and computer software identified on the Ten-Year Plan with an annual aggregate replacement cost greater than \$20,000.
- E. <u>Facility Infrastructure Rehabilitation/Replacement</u>: Improvement, modification, replacement, repair, addition, or modernization projects on the SLDMWA Project Facilities identified on the Ten-Year Plan that have a total cost greater than \$30,000, including labor and labor-related costs. The typical types of projects for this category, include but are not limited to:
 - i. Roofing Systems repair or replacement,
 - ii. Building Interior/Exterior Components repair, remodel/upgrade,
 - iii. Building HVAC Systems replacement,
 - iv. Building Electrical & Communication Systems modernization,
 - v. Building Plumbing Systems replacement,
 - vi. Building/Facility Fire Protection & Security Systems replacement/modernization,
 - vii. O&M Shop Support Equipment/Systems replacement/modernization, and
 - viii. Facility Pavement & Grounds repairs/replacement & upgrades.
- F. <u>Supervisory Control and Data Acquisition (SCADA)</u>: Improvements, modifications, replacements, repairs, additions, or modernizations of SCADA system and associated hardware and software identified on the Ten-Year Plan with a total replacement cost (including labor) greater than \$20,000.

G. NOTES:

- Each Reserve Category requires the development and management of a specific Ten-Year Plan for the category's replacement, additions, rehabilitation, and modernization needs.
- ii. These cost thresholds will apply beginning on the Effective Date of the SLDMWA OM&R Cost Recovery Plan. Prospectively, during the annual budget development process, staff will work with the OM&R Technical

Committee to evaluate any necessary increases to the cost thresholds, utilizing the USBR Operations and Maintenance Cost Index and other available tools.

- 2. <u>Emergency Reserves</u>: SLDMWA will establish and maintain an Emergency Reserve Fund consistent with Article 14 of the SLDMWA Transfer Agreement.
- 3. Other: The Finance & Administration Committee may recommend necessary changes to the Reserve Categories or the accumulation of additional Reserve funds (e.g. to fund debt/financed OM&R Costs).

EXHIBIT D

CONTRACTOR SERVICE (DELIVERY) AREAS

	Upper	Lower	Mendota	San	San Luis Joint
	DMC	DMC	Pool	Felipe	Use
Banta-Carbona Irrigation District	X				
Del Puerto Water District	X				
Patterson Water District	X				
Byron Bethany Irrigation District	X				
West Stanislaus Irrigation District	X				
City of Tracy	X				
Santa Nella County Water District	X				X
Eagle Field Water District		X			
Mercy Springs Water District		X		····	
Oro Loma Water District		X			
Pacheco Water District		^			X
Panoche Water District		X			X
San Luis Water District	X	X	X		X
City of Dos Palos					X
State of California, Mendota Wildlife Area	X	X	X		
Fresno Slough Water District			X		
Tranquillity Public Utility District			Х		
James Irrigation District			X		
Laguna Water District			X		
Reclamation District #1606			X		
Coelho Family Trust			X		
Tranquillity Irrigation District			X		
Westlands Water District			X		Х
Santa Clara Valley Water District				X	
San Benito County Water District				X	
Exchange Contractors					
Central California Irrigation District	X	X	X		
Firebaugh Canal Company		X	x		
Columbia Canal Company			X		
San Luis Canal Company			x		
City of Coalinga					X
City of Avenal					X
City of Huron					X
Refuge	X	х	x		х
Meyers Farm Family Trust	†		$\frac{x}{x}$		
Dudley-Indart (CGH) (incl. Robinson Family Farms LP, Vista Verde Farms)			X		
Kenneth & Karen Carvalho Trust			X		
1501110til & 15aloli Cal vallo 11ast	1				

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY



BYLAWS

Adopted: April 8, 2021

First Amendment: January 11, 2024

Second Amendment: July 8, 2024

TABLE OF CONTENTS

ARTICLE I.	AUTHORITY POWER	1
Section 1.01	RESERVED POWER	1
Section 1.02	CONFLICT BETWEEN BYLAWS AND AGREEMENT	1
Section 1.03	RELATIONSHIP BETWEEN BYLAWS AND RESOLUTIONS	1
ARTICLE II.	OFFICE	2
ARTICLE III.	MEETINGS	2
Section 3.01	COMPLIANCE WITH BROWN ACT	2
Section 3.02	REGULAR MEETINGS	2
Section 3.03	ADJOURNED MEETINGS	2
Section 3.04	SPECIAL MEETINGS.	2
Section 3.05	CLOSED SESSIONS	2
Section 3.06	CONDUCT OF MEETINGS	3
Section 3.07	QUORUM AND VOTING	3
ARTICLE IV.	DIRECTORS AND OFFICERS	4
Section 4.01	GOVERNING BODY	4
Section 4.02	QUALIFICATIONS.	6
Section 4.03	ATTENDANCE REQUIREMENT.	6
Section 4.04	DUTIES.	6
Section 4.05	TRAINING.	6
Section 4.06	CODE OF CONDUCT.	6
Section 4.07	OFFICERS	7
Section 4.08	CHAIR.	8
Section 4.09	VICE CHAIR	8
Section 4.10	SECRETARY.	8
Section 4.11	TREASURER.	8
Section 4.12	ELECTION OF OFFICERS.	8
Section 4.13	COMPENSATION OF DIRECTORS AND OFFICERS	9
Section 4.14	REMOVAL OF OFFICERS	9
ARTICLE V.	COMMITTEES	9
Section 5.01	FORMATION OF COMMITTEES AND SELECTION OF MEMBERS	9
Section 5.02	LEADERSHIP	9

Section 5.03	WATER RESOURCES COMMITTEE10)
Section 5.04	FINANCE AND ADMINISTRATION COMMITTEE10)
Section 5.05	OM&R TECHNICAL COMMITTEE12	2
Section 5.06	PLANNING COMMITTEE13	3
ARTICLE VI.	EMPLOYEES AND AGENTS12	1
Section 6.01	AUTHORITY TO EMPLOY STAFF AND AGENTS14	1
Section 6.02	EXECUTIVE DIRECTOR15	õ
Section 6.03	GENERAL COUNSEL	5
Section 6.04	COMPENSATION OF EMPLOYEES AND AGENTS15	;
ARTICLE VII.	MISCELLANEOUS15	;
Section 7.01	CONFLICT OF INTEREST CODE15	5
Section 7.02	POLICIES	;
ARTICLE VIII.	AMENDMENT OR REPEAL OF BYLAWS	;
ARTICLE IX.	SAVINGS CLAUSE	;

BYLAWS OF THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

PREAMBLE

These Bylaws are provided pursuant to Article 15 of the Amended and Restated Joint Exercise of Powers Agreement of the San Luis & Delta-Mendota Water Authority effective as of January 1, 1992, among the signatory parties thereto, as such agreement may be amended from time to time.

ARTICLE I. AUTHORITY POWER

Section 1.01 RESERVED POWER.

All powers for the management, government, and control of the San Luis & Delta-Mendota Water Authority (the "Authority" or "SLDMWA") and its affairs, not conferred on any other person, office, or official by law, the then-current Joint Exercise of Powers Agreement ("Agreement"), or these Bylaws are reserved in the Board of Directors ("Board") of the Authority to the maximum extent permitted by law.

Section 1.02 CONFLICT BETWEEN BYLAWS AND AGREEMENT.

Unless specifically defined in these Bylaws, all defined terms shall have the same meaning ascribed to them in the Agreement. If any term of these Bylaws conflicts with any term of the Agreement, the Agreement terms shall prevail, and these Bylaws shall be amended to eliminate such conflict of terms. Unless the context or reference to the Agreement requires otherwise, the general provisions, rules of construction, and applicable statutory definitions will govern the interpretation of these Bylaws.

Section 1.03 RELATIONSHIP BETWEEN BYLAWS AND RESOLUTIONS.

To the extent these Bylaws conflict with any Authority practices or policies previously memorialized in resolutions adopted by the Board, these Bylaws control. Specifically, these Bylaws supersede the following Resolutions:

- 2017-423 (Amending Resolution 2001-191);
- 2017-412 (Amending Resolution 2001-191);
- 2016-405 (Establishing Personnel Subcommittee of the Finance and Administration Committee);
- 2013-371 (Confirming Establishment of the Principal Office for the San Luis & Delta-Mendota Water Authority and Updating Place and Confirming Time of Regular Meetings of the Board of Directors;
- 2001-191 (Resolution Revising and Superseding Resolution 1998-164);
- 1996-136 (Amending Resolution 1993-49, Resolution Adopting Procedures to Fill Vacancies in Position of Director or Alternate Director as to Divisions 1 and 5); and

• 1993-49 (Adopting Procedures to Fill Vacancies in Position of Director or Alternate Director).

ARTICLE II. OFFICE

The principal office for the transaction of business of the Authority is 842 6th Street, Los Banos, Merced County, California, 93635 (Resolution No. 2013-371). The Board may change the principal office of the Authority if necessary.

ARTICLE III. MEETINGS

Section 3.01 COMPLIANCE WITH BROWN ACT.

All meetings of the Board and every committee subject to the Ralph M. Brown Act (California Government Code section 54950 et seq.) ("Brown Act") will be called, held, noticed, and conducted according to the provisions of the Brown Act. All Authority committees subject to the Brown Act must comply with the applicable provisions of this Article III, with regard to conducting their meetings. Board and committee meetings may be held by teleconference as allowed by and in conformity with the Brown Act, including but not limited to Government Code section 54953. In the event these Bylaws are in conflict with the Brown Act, the provisions of the Brown Act shall govern.

Section 3.02 REGULAR MEETINGS.

Except as otherwise determined by the Board, the Board will hold a regular meeting on the first Thursday after the first Monday of each month, at 9:30 a.m., at 842 6th Street, Los Banos, California (Resolution No. 2013-371). The Board will cause an agenda for its meetings to be posted in accordance with all applicable requirements of the Brown Act.

Section 3.03 ADJOURNED MEETINGS.

The Board, or any members of the Board if less than a quorum, may adjourn any regular, adjourned regular, special, or adjourned special meeting to a time and place specified in the order of adjournment in accordance with Government Code section 54955.

Section 3.04 SPECIAL MEETINGS.

Special meetings of the Board may be called by the Chair of the Board ("Chair"), the Vice Chair of the Board ("Vice Chair") in the absence of the Chair, or by a majority of the Board by delivering written notice personally or by any other permitted means to each member of the Board in accordance with Government Code section 54956. The written notice may be dispensed with as to any member of the Board who, prior to the time the meeting convenes, files with the Secretary a written waiver of notice or as to any member who is actually present at the meeting at the time it convenes.

Section 3.05 CLOSED SESSIONS.

The Board may enter into a closed session during a regular, adjourned regular, special, or adjourned special meeting to consider matters as may lawfully be considered in such sessions. The Board shall comply in all respects with closed session requirements and procedures of the Brown Act.

Pursuant to Government Code section 54956.96, a provision of the Brown Act, the Board hereby authorizes disclosure of confidential information obtained in a closed session of the Board in the following situations and manners. Such disclosure shall not violate a Director's or FWA Representative's general obligation to maintain as confidential closed session discussion.

- (1) A Director, or Alternate Director attending a Board closed session in place of a Director may disclose confidential information that has direct financial or liability implications for the Member to that Member's legal counsel for purposes of obtaining advice on whether the matter has direct financial or liability implications for that Member; and
- (2) A Director, or Alternate Director attending a Board closed session in place of the Director may, upon the advice of its legal counsel pursuant to paragraph (1) above, disclose confidential information that has direct financial or liability implications for the Member to that Member's legislative body in a closed session of the Member's legislative body so long as that closed session is properly noticed and conducted in accordance with the Brown Act.
- (3) The FWA Representative, or FWA Representative Alternate attending a Board closed session in place of the FWA Representative, may (a) disclose confidential information that has direct financial or liability implications for FWA to FWA's legal counsel for purposes of obtaining advice on whether the matter has direct financial or liability implications for FWA, and (b) upon the advice of its legal counsel pursuant to (a) in this Section 3.05(3), disclose confidential information that has direct financial or liability implications for FWA to FWA's Board of Directors in a closed session of the FWA Board of Directors so long as that closed session is properly noticed and conducted in accordance with the Brown Act.

Section 3.06 CONDUCT OF MEETINGS.

The Chair, or in his or her absence the Vice Chair, will preside at and conduct all meetings of the Board. In the absence of the Chair and Vice Chair at any meeting where a quorum is present, the Board will appoint a director as the Chair Pro Tempore, who will preside at the meeting.

Section 3.07 QUORUM AND VOTING.

A majority of the then-appointed Directors plus any Alternate Directors attending in the absence of their respective Directors shall comprise a quorum of the Board for the purposes of transacting the Authority's business. Each Director or Alternate Director shall have one vote. Any Director abstaining from a vote will be counted for purposes of determining the existence of a quorum, but will not be deemed to be voting. A Director or Alternate Director must be present at or participating via teleconference in a meeting in order to vote. There will be no proxy or absentee voting at Board meetings.

Except as otherwise provided herein or by law, the vote of a majority of all the Directors present shall be required for the Authority to take action, with the following exceptions:

(a) The Authority shall not participate in any lawsuits, or administrative proceeding or other similar proceedings (except to defend the Authority) except upon the vote of 85% of the Directors present.

- (b) The Authority shall not endorse or oppose, or otherwise formally support or oppose any legislation except upon the vote of 85% of the Directors present.
- (c) This Section should not be read to preclude the Executive Director or his or her delegee from taking a position on legislation on behalf of the Authority that is consistent with adopted legislative or policy objectives, after obtaining the concurrence of the Chair, the Vice Chair, and the chairs of the Finance and Administration and Water Resources Committees, provided that the Executive Director informs the Board regarding such positions on legislation no later than within three business days.
- (d) For agenda items on which a Representative appointed by Friant Water Authority ("FWA Representative") may vote, the majority vote required for the Authority to take action is the majority of the group comprised of the Directors present and the FWA Representative, if present. Accordingly, the number of votes required to reach a majority may be higher for agenda items on which the FWA Representative may vote.

If there is no quorum of the Board, a committee, or a subcommittee, then those present may decide to: (1) adjourn the meeting, (2) cancel the meeting, or (3) proceed as a "committee of the whole," although in that event no action may be taken or decisions made.

ARTICLE IV. DIRECTORS AND OFFICERS

Section 4.01 GOVERNING BODY.

- (a) The business of the Authority shall be conducted by a Board of Directors consisting of nineteen (19) Directors.
- (b) For purposes of electing directors, Members of the Authority shall be separated into five divisions as set forth in Exhibit B to the Agreement, such divisions to be known as Division 1, Division 2, Division 3, Division 4, and Division 5. Members included in each Division shall select four Directors and Alternate Directors except Division 5 which shall select three Directors and Alternate Directors.
- (c) The initial selection of Directors and Alternate Directors shall be in accordance with the procedures described in Article 9 of the Agreement, with representation as follows:
 - (i) <u>Division 1</u>: Four Directors and four Alternate Directors. No more than one Director and Alternate Director may represent a single Member.
 - (ii) <u>Division 2</u>: Four Directors and four Alternate Directors. No more than two Directors and Alternate Directors may represent a single Member.
 - (iii) <u>Division 3</u>: Four Directors and four Alternate Directors. No more than two Directors and Alternate Directors may represent a single Member.
 - (iv) <u>Division 4</u>: Four Directors and four Alternate Directors. No more than two Directors and Alternate Directors may represent a single Member.
 - (v) <u>Division 5</u>: Three Directors and three Alternate Directors. No more than one Director and Alternate Director may represent a single Member.
- (d) The selection of Directors and Alternate Directors by the Members of each Division to fill vacancies on the Authority Board shall occur as follows (Resolution Nos. 1996-136, 1993-

49):

(i) Divisions 1 and 5:

- 1) The remaining Directors from said Division or the Board of Directors of any Member within the Division shall promptly nominate a qualified individual, and shall immediately thereafter notify the Secretary of the Authority of the vacancy and of the nomination of the successor.
- 2) Upon receipt of the notice of the vacancy and of the nomination of a successor Director or Alternate Director, the Secretary of the Authority shall circulate to each Member of the Division notice of the proposed change and notice of the opportunity to notify the Authority of any objection to the nomination within thirty (30) days.
- 3) In the event the Authority receives no notice of objection within the 30-day period, the successor Director or Alternate Director shall be deemed elected by the Members in such Division. Such election shall be effective the day following expiration of the thirty-day period.
- (ii) <u>Divisions 2, 3, and 4</u>: The governing body of the Member from which the Director or Alternate Director who caused the vacancy came shall have the right to promptly appoint a qualified individual, and shall immediately thereafter notify the Secretary of the Authority of the vacancy and the appointment of the successor; the successor shall be deemed elected upon such notification to the Authority.
- (iii) <u>Division 3</u>: Members who have selected a representative from an Associate Member as one of their Directors or Alternate Directors shall, in the event of a vacancy in such directorship, select a successor in consultation with the Associate Members in that Division, provided that, if there exists a governing board of an entity formed by Central California Irrigation District, Firebaugh Canal Water District, San Luis Canal Company, and Columbia Canal Company, then such governing body shall appoint a representative to fill any vacancy from one of the Authority's Associate Members.
- (e) In the event within Division 2, 3, or 4 Members fail to act in accordance with the procedures outlined in Section 4.01(d)(ii) above to appoint a successor within a reasonable time, or in the event in Division 1 or 5 the Authority receives an objection to the nomination within the thirty (30) day period, or more than one successor per vacant position is nominated pursuant to Section 4.01(d)(i) above, the Authority shall provide each Member of the Division with a Notice of Available Director and/or Alternate Director Position(s), the date by which nominations for such position must be received, the date by which the Authority will circulate a slate of all individuals nominated for such position or positions together with voting instructions, and the voting date (Resolution No. 1996-136).
- (f) Under the Second Amended and Restated Memorandum of Understanding Between the Friant Water Authority and the San Luis & Delta-Mendota Water Authority Relating to Allocation, Collection, and Payment of Operation, Maintenance, and Replacement Costs for Water Delivered through Certain Central Valley Project Facilities, dated July 8, 2024 (the "Second Amended MOU"), and as it may be amended, FWA has representation on

the Authority Board of Directors and on certain Authority committees. FWA's appointments to the Authority Board will be made as follows:

- (i) FWA may designate a FWA director, employee, or consultant to serve as the FWA Representative and as the FWA Representative Alternate on the Board.
- (ii) The FWA Representative may participate in discussion and vote on any Board agenda item that the presiding officer determines is funded, in whole or in part, from any operation, maintenance, and replacement ("OM&R") fund or Reserves to which Friant Division Contractors have contributed. The FWA Representative will not participate in discussion or vote on Board agenda items that are not so funded or where the Authority makes express findings and provides appropriate documentation showing that the Authority will not use such funds, in whole or in part. The FWA Representative will not be counted for purposes of determining a quorum or the number of votes required to approve a Board agenda item that is not funded by Friant Division Contractors as described above. The FWA Representative's vote will have the same weight as one Director's vote. The FWA Representative will maintain his or her position relative to the Authority Board until a successor is selected by FWA and FWA so notifies the Authority.

Section 4.02 QUALIFICATIONS.

Each Director and Alternate Director shall be appointed or selected by the Members of the respective Division in accordance with Section 4.01 above. Each Director and Alternate Director shall be a member of a governing body of a Member, shall be on the staff of or a permanent consultant of the Member, or shall otherwise be formally appointed by the governing body of the Member.

Section 4.03 ATTENDANCE REQUIREMENT.

The position of any Director shall be deemed vacant if such Director is absent from three (3) consecutive regular Board meetings without either good cause provided in writing to the Secretary within thirty (30) days of the absence, or substitute attendance by his or her Alternate Director. Good cause shall be determined at the discretion of the Authority Chair.

Section 4.04 DUTIES.

The Board and the officers and employees of the Authority will perform all duties established by California law, the Agreement, and these Bylaws, and will at all times comply with the Constitution and the laws of the State of California.

Section 4.05 TRAINING.

In their capacity as Directors or staff for Members, the Authority's Directors, committee members, subcommittee members, and their alternates shall receive training (e.g. general ethics principles and ethics laws relevant to public service, sexual harassment prevention) to the extent required by law.

Section 4.06 CODE OF CONDUCT.

The conduct of the Authority's Directors, committee members, subcommittee members, the FWA Representative, and their alternates, should enhance the integrity and goals of the Authority and in furtherance thereof they are expected to maintain the highest ethical standards, to follow these policies and procedures, to follow the joint powers agreement that formed the Authority, to follow these duly adopted Bylaws, to follow Board-adopted resolutions, and to abide by all applicable local, state, and federal laws. To assist in the governing of behavior between and among them, Directors, committee members, subcommittee members, the FWA Representative, and their alternates shall observe the following rules and principles:

- The Board's primary responsibility is formulating and evaluating Authority policies for the common good of all Members; routine matters concerning the Authority's operations are delegated to its staff.
- The work of the Authority is a team effort which requires support by staff of the Authority and its member agencies.
- Directors, committee members, subcommittee members, the FWA Representative, or their alternates shall support the maintenance of a positive and constructive work environment for Authority employees.
- The needs of the Members shall be the priority of the Directors, committee members, subcommittee members, and their alternates.
- The dignity, style, values and opinions of all Directors, committee members, subcommittee members, the FWA Representative, and their alternates shall be respected.
- Board deliberation shall be fair, open and thorough, but also timely, orderly and kept to the point.
- Differing viewpoints are healthy in the decision-making process.
- As required by and to the extent authorized by law, Directors, committee members, subcommittee members, the FWA Representative, and their alternates shall respect the confidentiality appropriate to issues of a sensitive nature, including the legal obligation to maintain confidential closed session discussion and attorney-client privileged communication.

As set forth in more detail below in Section 7.01, Directors, committee members, subcommittee members, the FWA Representative, and their alternates must avoid conflicts of interest with respect to their fiduciary responsibility and are obligated by virtue of their office to discharge their responsibilities with integrity and fidelity and are prohibited from placing themselves in a position where their private, personal interest may conflict with their official duties. Whenever a Director has reason to believe he or she has a potential for a conflict of interest, the Director may seek the advice of General Counsel, counsel for his or her Member agency, or a private attorney.

Section 4.07 OFFICERS.

The officers of the Authority Board are the Chair, Vice Chair, a Secretary, and a Treasurer. The Chair and Vice Chair are required to be selected from the membership of the Authority Board. No one person may hold more than one office.

Section 4.08 CHAIR.

The Chair shall preside at all meetings of the Board. The Chair shall serve as an ex-officio member of the Water Resources Committee and the Finance and Administration Committee ("Committees"). The Chair will have the right to vote on all matters coming before the Board and the Committees on which the Chair serves and will have only one vote, just as the other Board and Committee members. The Chair will ensure engagement of directors and that clear policy direction is provided to the Executive Director, consistent with the positions taken by the Board. The Chair is responsible for leadership, control, and content of Board meetings; the Chair will set the agenda for all Board meetings, working with the Executive Director. The Chair will enforce decorum at meetings. As authorized by the Board, the Agreement, or these Bylaws, the Chair is empowered to represent the Authority at all times, consistent with Board policy. The Chair will work with the Executive Director to ensure that Board policy and directions are implemented. The Chair also will have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 4.09 VICE CHAIR.

In the absence or disability of the Chair, the Vice Chair will perform all the duties of the Chair and when so acting will have all the powers of, and be subject to all the restrictions upon, the Chair. The Vice Chair will have such other powers and perform such other duties as may from time to time be prescribed by the Board, the Agreement, or these Bylaws. The Vice Chair will be an exofficio member of the Water Resources Committee and the Finance and Administration Committee. The Vice Chair will have the right to vote on all matters coming before the Board and the Committees and will have only one vote, just as the other Board and Committee members. As authorized by the Board, the Agreement, or these Bylaws, the Vice Chair will have the authority to act on behalf of the Authority.

Section 4.10 SECRETARY.

The Board shall elect a Secretary who may be, but is not required to be, a Director. The Secretary, or his or her designee, shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority. Once elected, the Secretary shall hold office until he or she resigns, is removed, or is otherwise disqualified to serve, or until his or her successor is elected and qualified to serve.

Section 4.11 TREASURER.

The Board shall appoint a Treasurer of the Authority who shall be the depository of funds and shall have custody of all money of the Authority, from whatever source. Once appointed, the Treasurer shall hold office until he or she resigns, is removed, or is otherwise disqualified to serve, or until his or her successor is appointed and qualified to serve.

Section 4.12 ELECTION OF OFFICERS.

(a) <u>Initial Election</u>. The Chair and Vice Chair will be chosen at the first meeting of each Fiscal Year. Their term of office will be for one year starting in the month of their election and each will hold office until he or she resigns, is removed, or is otherwise disqualified to serve, or until his or her successor is elected and qualified to serve.

(b) <u>Selection of Replacement</u>. If any officer resigns or otherwise fails to complete the remainder of his or her term, the Board will nominate a candidate to stand for election to serve out the remainder of that officer's term of office to be voted on at the next Board meeting following the event ending the officer's term of service.

Section 4.13 COMPENSATION OF DIRECTORS AND OFFICERS.

While the Agreement authorizes compensation of Directors as fixed from time to time, the Authority does not compensate Directors or Alternate Directors for time incurred in the conduct of the Authority's business without prior vote of the Board.

The Authority adheres to California Government Code sections 53232 through 53232.4 when dealing with issues of expenditure reimbursements for Directors, committee members, subcommittee members, or their alternates.

Section 4.14 REMOVAL OF OFFICERS.

The Board may remove any officer, with or without cause, at any regular or special meeting of the Board upon the vote of 75% of the Directors present.

ARTICLE V. COMMITTEES

Section 5.01 FORMATION OF COMMITTEES AND SELECTION OF MEMBERS.

The Board may establish any standing committees it deems necessary to carry out the purposes of the Authority. All committees and their members serve at the pleasure of the Board and may be reconstituted, re-formed, reconfigured, or disbanded at any time at the discretion of the Board, except those committees described in Sections 5.03 through 5.06, which may only be reconstituted, re-formed, reconfigured, or disbanded by an amendment of these Bylaws. Every Authority committee will be comprised of Committee Members and Alternate Members that are members of a governing body of an Authority Member Agency, on the staff of or a permanent consultant of an Authority Member Agency, or otherwise formally appointed by the governing body of an Authority Member Agency (see Resolution No. 2017-412). Every Authority committee will be advisory to the Board, and the power to determine the Authority's course of action will remain with the Board. All standing committees shall be subject to the Brown Act.

The Board or the Authority Chair may establish ad hoc, or temporary advisory committees that are composed of less than a quorum of the Board, serve a limited or single purpose, are not perpetual, and that will be dissolved once their specific task(s) are completed, as needed to further the mission of the Authority. To the extent ad hoc committees are charged with addressing matters that might impact the membership as a whole, effort will be made to include representation from each Division.

Section 5.02 LEADERSHIP.

The Authority Chair shall appoint from each committee or subcommittee a Committee Chair to serve as presiding officer of that committee, and each Committee Chair shall hold his or her position at the pleasure of the Authority Chair. In the absence of a Committee Chair, the respective Committee may select a temporary Chair to serve in the absence of the Committee Chair. The

chair of each committee will be responsible for leadership, control, and content of committee meetings. Vacancies will be filled in manner of appointments discussed below.

Section 5.03 WATER RESOURCES COMMITTEE.

- (a) <u>Authority</u>. The Water Resources Committee shall advise the Board of Directors and staff on policy matters concerning water supply and water supply operations issues and on the implementation of policy established by the Board on these matters. (Resolution No. 2001-191.)
- (b) <u>Structure</u>. The Water Resources Committee will consist of one Member from each Division of the Authority, the Chair, and the Vice Chair of the Authority. There shall be appointed one Alternate Member for each Divisional representative. There shall be no alternates for the Authority Chair or Vice Chair. The number of Members is seven (7).
- (c) <u>Appointment</u>. The Chair of the Authority, after conferring with the members of each Division, shall appoint the Members and Alternate Members of the committee. Divisional representatives shall serve at the pleasure of the Division. Vacancies in the Committee shall be filled in the same manner as appointment of original members.
- (d) Meetings. Regular meetings of the Water Resources Committee shall be held on the Monday prior to the regular meetings or adjourned regular meetings of the Board of Directors of the Authority, at 10:00 a.m., or on such alternate dates and times as may be selected by the Committee Chair or by the Executive Director of the Authority after conferring with the Committee Chair (Resolution No. 2017-423), or as otherwise determined by the Board.
- (e) Quorum and Voting. A majority of the then-appointed Committee Members plus any Alternate Committee Members attending in the absence of their respective Committee Members shall comprise a quorum of the Water Resources Committee. Each Committee Member, including the Authority Chair and Vice Chair, shall have one vote. In the absence of the Member for whom an Alternate Member is appointed, or in the cases of the Member's conflict of interest precluding participation, the Alternate Member is authorized to cast the vote of the Member. Committee actions shall be determined by the vote of a majority of a quorum.

Section 5.04 FINANCE AND ADMINISTRATION COMMITTEE.

(a) Definitions.

- (i) Non-OM&R Matters. All budget, financial, and administrative matters that do not relate to the OM&R Budget or Program of the Authority.
- (ii) OM&R Budget. A budget required to be prepared by the then-applicable agreement between the United States of America and the Authority to Transfer the Operation, Maintenance and Replacement and certain Financial and Administrative Activities Related to the San Luis & Delta-Mendota Canals, C.W. "Bill" Jones Pumping Plant, Delta-Mendota Canal/California Aqueduct Intertie Pumping Plant, O'Neill Pumping/Generating Plant, San Luis Drain and Associated Works ("Transfer

Agreement").

- (iii) OM&R Program. All activities of the Authority required for the OM&R of the Project Facilities pursuant to the Transfer Agreement, including but not limited to, the program of work to be performed, the preparation and adoption of budgets, funding (including establishment of reserves and creation of debt), purchasing, auditing, inspections, cost recovery methodology, and fiscal agent responsibilities.
- (b) <u>Authority</u>. The Finance and Administration Committee ("FAC") shall advise the Board of Directors and staff concerning the Authority's general financial, budget, and administration matters, including personnel, and on the implementation of policy established by the Board on these matters. The FAC shall also have the responsibility for making recommendations to the Board concerning the financial audit, and may make recommendations concerning the OM&R Budget or OM&R Program as set forth in Section 5.04(a).
- (c) <u>Structure</u>. The FAC shall be comprised of one Member from each Division of the Authority, the Chair, and the Vice Chair of the Authority; and one representative of the Friant Water Authority (Resolution No. 2001-191). There shall be appointed one Alternate Member for each Divisional representative and for the FWA representative. There shall be no alternates for the Chair and Vice Chair of the Authority. The initial number of Members is eight (8).
- (d) Appointment. The Chair of the Authority, after conferring with the members of each Division, shall appoint the Divisional Members and Alternate Members of the committee. Divisional representatives shall serve at the pleasure of the Division. The Chair of the Authority shall appoint the FWA Member and Alternate Member recommended, in writing, by the FWA, who shall serve at the pleasure of the FWA. Vacancies in the FAC shall be filled in the same manner as appointment of original members.
- (e) Meetings. Regular meetings of the FAC shall be held on the Monday prior to the regular meetings or adjourned regular meetings of the Board of Directors of the Authority, at 12:00 p.m., or on such alternate dates and times as may be selected by the Committee Chair or by the Executive Director of the Authority after conferring with the Committee Chair (Resolution No. 2017-423), or as otherwise determined by the Board.
- (f) Quorum and Voting.
 - (i) Matters Affecting the OM&R Budget or OM&R Program. A majority of the thenappointed Members plus any Alternate Members attending in the absence of their
 respective Members shall comprise a quorum of the Committee. Each Member,
 including the Chair and Vice Chair, shall have one vote. In the absence of the Member
 for whom an Alternate Member is appointed, or in the cases of the Member's conflict
 of interest precluding participating, the Alternate Member is authorized to cast the vote
 of the Member. A recommendation of the FAC to the Authority Board of Directors to
 adopt or amend the OM&R Budget shall be adopted by the "yes" vote of at least 5 of
 8 Members/Alternate Members voting in the place of an absent or disqualified Member.
 At any point in the budget approval process, an OM&R Budget or OM&R budgetary

- issue may be remanded to the OM&R Technical Committee.
- (ii) Non-OM&R Matters. A majority of the then-appointed Members plus any Alternate Members attending in the absence of their respective Members shall comprise a quorum of the FAC. Each Member, including the Chair and Vice Chair, shall have one vote. In the absence of the Member for whom an Alternate Member is appointed, or in cases of the Member's conflict of interest precluding participation, the Alternate Member is authorized to cast the vote of the Member. The FWA Member and Alternate Member shall not be counted towards a quorum nor be entitled to vote on Non-OM&R Matters.

Section 5.05 OM&R TECHNICAL COMMITTEE.

- (a) Authority. The OM&R Technical Committee is a subcommittee of the FAC and is advisory to the FAC and the Board of Directors of the Authority. The Technical Committee is charged with working with the Authority's staff in the development of OM&R budgets. The Technical Committee shall be authorized to recommend the OM&R budgets for approval by the FAC and shall be obligated diligently to reconsider any budget or budgetary issue that is remanded back to it from the FAC at any point in the budget approval process, and to provide its recommendation thereon (Resolution No. 2001-191).
- (b) <u>Structure</u>. As long as the Second Amended MOU remains in effect, the OM&R Technical Committee shall be comprised of the following members, with no CVP Contractor entitled to have more than one representative on such Committee at any time:

Contactors served from Mendota Pool: 1 Contractors served from Lower DMC: 1 1 Contractors served from Upper DMC: Contractors served from San Luis Canal (1 from Westlands + 1 from others):2 Contractors served from San Felipe Div.: 1 **Exchange Contractors:** 1 FWA: 1 U.S. Bureau of Reclamation ("USBR"): Authority Technical Staff:

- (c) <u>Appointment</u>. The Chair of the Authority, after conferring with the members from each service (delivery) area, shall appoint the Members of the committee. Representatives from a service area shall serve at the pleasure of the members from such service area. The FWA representative and an alternate shall be appointed by the Authority Chair, as recommended, in writing, by FWA, and the USBR representative shall be appointed by the Authority Chair upon recommendation from USBR. Vacancies in the Committee shall be filled in the same manner as appointment of original members.
- (d) Qualifications. Members of the OM&R Technical Committee may be members of a governing body of an Authority Member Agency or on the staff of or a permanent consultant of an Authority Member Agency, and shall be selected because of technical or

- budgetary expertise.
- (e) <u>Meetings</u>. The OM&R Technical Committee may, by motion, fix and determine the time and place of regular meetings. The Chair of the Finance & Administration Committee, the Chair of the OM&R Technical Committee, or a majority of the OM&R Technical Committee may call special meetings as necessary.
- (f) Quorum and Voting. A majority of the then-appointed Members plus any Alternate Members attending in the absence of their respective Members shall comprise a quorum of the OM&R Technical Committee. Each Member shall have one vote. In the absence of the Member for whom an Alternate Member is appointed, or in the cases of the Member's conflict of interest precluding participation, the Alternate Member is authorized to cast the vote of the Member. The recommendation of the OM&R Technical Committee to the FAC to adopt or amend an OM&R Budget shall be adopted by the "Yes" vote of at least eight of ten Members.

Section 5.06 PLANNING COMMITTEE.

- (a) <u>Authority</u>. The Planning Committee is a subcommittee of the FAC and is advisory to the FAC and the Board of Directors of the Authority. The Planning Committee will review, evaluate, and establish a recommendation for the allocation of costs of any Extraordinary OM&R project for which the Authority's estimated total project cost is greater than 50% of the current year's routine OM&R Budget, excluding power and Reserves costs.
- (b) <u>Structure</u>. FWA will be entitled to one of six voting positions on the Planning Committee, with the right to vote on all matters. As long as the Second Amended MOU, as amended, remains in effect, the Planning Committee will be comprised of the following members, with no CVP Contractor entitled to have more than one representative on such committee at any time:

SLDMWA Division 1	1
SLDMWA Division 2	1
SLDMWA Division 3	1
SLDMWA Division 4	1
SLDMWA Division 5	1
FWA	1

- (i) One alternate will be appointed for each such representative, and each such alternate will participate and cast the vote of the represented party in the absence of such party's representative or in case the representative is barred from voting due to a conflict of interest.
- (ii) In addition, the Planning Committee will include five non-voting members:

Authority staff/consultant representative		
FWA staff/consultant representative	1	

USBR representative	
Authority technical representative	1
FWA technical representative	1

The non-voting members will not count in the calculation of a quorum.

(c) Appointment.

- (i) Voting Members. The Chair of the Authority, after conferring with the members from each Division, shall appoint the Division Members and Alternate Members of the Planning Committee. Division representatives shall serve at the pleasure of the Division. The Chair of the Authority shall appoint the FWA Member and Alternate Member recommended, in writing, by FWA, who shall serve at the pleasure of FWA. Vacancies in the Planning Committee shall be filled in the same manner as appointment of original members.
- (ii) Non-Voting Members. The FWA and USBR non-voting members shall be appointed by the Authority Chair upon recommendation from FWA and USBR respectively. Vacancies in the Committee shall be filled in the same manner as appointment of original members. The Authority shall notify the Authority Chair of its staff/consultant representative and technical representative in writing.
- (d) <u>Meetings</u>. The Planning Committee may, by motion, fix and determine the time and place of regular meetings. The Chair of the Finance & Administration Committee, the Chair of the OM&R Technical Committee, or a majority of the Planning Committee may call special meetings as necessary.
- (e) Planning Committee Quorum, Business, and Voting.
 - (i) Quorum. A majority of the then-appointed Planning Committee Voting Members plus any Alternate Members attending in the absence of their respective Members shall comprise a quorum of the Planning Committee. Each Voting Member shall have one vote. In the absence of the Member for whom an Alternate Member is appointed, or in the cases of the Member's conflict of interest precluding participation, the Alternate Member is authorized to cast the vote of the Member.
 - (ii) The Planning Committee may adopt procedures regarding the development of cost allocation recommendations. Such procedures, if adopted, will be consistent with the terms of the Second Amended MOU.

ARTICLE VI. EMPLOYEES AND AGENTS

Section 6.01 AUTHORITY TO EMPLOY STAFF AND AGENTS.

The Authority will employ and appoint such employees and agents (including consultants and contractors) as the business of the Authority may require. Each such employee will have such authority and perform such duties, and receive such salary, as the Board or Executive Director deems appropriate, may from time-to-time determine is appropriate to advance the interests of the Authority. The Board or Executive Director, as appropriate, reserves the right to change an employee's or agent's job duties at any time.

Section 6.02 EXECUTIVE DIRECTOR.

The Executive Director of the Authority shall be the chief administrative officer of the Authority, shall serve at the pleasure of the Board, and shall be responsible to the Board for the proper and efficient administration of the Authority as is or hereafter may be placed in his or her charge, or under his or her jurisdiction or control, pursuant to the provisions of the Agreement, these Bylaws, or of any motion, ordinance, resolution or order of the Board. The Executive Director shall exercise the powers and duties delegated by the Board.

Section 6.03 GENERAL COUNSEL.

The General Counsel of the Authority shall be the chief legal officer of the Authority, shall serve at the pleasure of the Board, and shall be responsible to the Board for the proper and efficient administration of the legal affairs of the Authority. The General Counsel shall also serve as part of the Authority's executive team.

Section 6.04 COMPENSATION OF EMPLOYEES AND AGENTS.

The Board will compensate the Authority's employees with such salaries and benefits as may be fixed by the Board consistent with applicable law and will also establish by contract the compensation for all agents of the Authority.

ARTICLE VII. MISCELLANEOUS

Section 7.01 CONFLICT OF INTEREST CODE.

Pursuant to California Government Code section 81000 et seq., the Authority shall maintain a Conflict of Interest Code. The Authority's Conflict of Interest Code, as may be amended from time to time, and a copy of which is attached hereto as Attachment A, incorporates by reference the terms of title 2, section 18730 of the California Code of Regulations.

Section 7.02 POLICIES.

The Authority has adopted a number of policies relevant to the efficient and effective administration and operations of the organization. The Executive Director and/or the Board, as appropriate, will review each of the Board-adopted policies as required, but no less frequently than every five years. This section does not preclude the Board from modifying existing policies, or adopting or modifying additional policies, consistent with the Agreement and these Bylaws.

ARTICLE VIII. AMENDMENT OR REPEAL OF BYLAWS

These Bylaws may be repealed or amended or new Bylaws adopted by resolution of the Board. Any representative abstaining from a vote will be counted for purposes of determining the existence of a quorum, but will not be deemed to be voting.

ARTICLE IX. SAVINGS CLAUSE

Should any provision of these Bylaws be inconsistent with the laws of the State of California, such laws (and not these Bylaws) will govern and these Bylaws will be interpreted to be consistent with such laws.



Agenda Item # 11

57th Annual Mid-Pacific Water Users' Conference

January 29-31, 2025
Silver Legacy Resort Casino,
Reno, NV

57th ANNUAL MID-PACIFIC WATER USERS' CONFERENCE

January 29-31, 2025 Silver Legacy, Reno, NV

PRELIMINARY SCHEDULE OF EVENTS

WEDNESDAY, JANUARY 29

7:30am-5:00pm

REGISTRATION

8:00am

CONTINENTAL BREAKFAST

8:30am-12:00pm

CALL TO ORDER/GENERAL SESSION

Welcome Address

Chris Dahlstrom, Santa Ynez River WCD ID #1 (ret.)

KEYNOTE SPEAKER

Commissioner, Bureau of Reclamation

Bureau of Reclamation Regional Director Address

Karl Stock, Regional Director, California Great Basin Region, Bureau of Reclamation

Bureau of Reclamation Deputies and Area Managers

Panel Presentation

Reservoir(s) of Dreams: If you build it...?

Panel Presentation

12:15pm-2:20pm

LUNCHEON and PROGRAM

50 Shades of Red: The Outlook for Trump 47 and the 118th Congress

Panel Presentation

Klamath Project Report

Paul Simmons, Klamath Water Users Association

2:30pm-4:30pm

SEXUAL HARASSMENT TRAINING FOR DISTRICT DIRECTORS

Presented by Laura Fowler, Best Best & Krieger LLC

This session will fulfill California state law requirements that all public officials receive sexual harassment training every two years. The course covers the impact of harassment and importance of creating a safe work environment where employees can report sexual harassment violations without fear of shame or retaliation. This workshop is offered at no charge and participants will

receive a certificate of completion.

5:30pm-7:30pm

EXHIBITOR RECEPTION & SLOTS TOURNAMENT

THURSDAY, JANUARY 30

7:30am-4:00pm

REGISTRATION

8:00am-9:10am

BREAKFAST and PROGRAM

Unplugged!

Tom Philp, Pulitzer Prize Winning Columnist, Sacramento Bee

9:15am-12:15pm GENERAL SESSION

The Future of the New BiOps: Do They Survive or Does the Cycle Continue?

Panel Presentation

Blueprint for the Future *Panel Presentation*

12:15pm-2:20pm

LUNCHEON and PROGRAM

Regional Director's Water Conservation Award

Karl Stock, Regional Director, California Great Basin Region, Bureau of Reclamation

Deference to Administrative Agencies/Demise of the *Chevron Doctrine*: What Does it All Mean? *Panel Presentation*

Cachuma Project Report

Presented by Chris Dahlstrom, Santa Ynez River WCD ID #1 (ret.)

2:30pm-4:00pm

WORKSHOP: Dopplers for Districts - What's New, What Works, What has Challenges?

Presented by Stuart Styles, Cal Poly ITRC

This Flow Measurement Workshop is open to all interested parties. This will be a "hands on" workshop that will cover the FlowTracker2 (doppler on a stick), M9 (doppler on a boat), PT900 (doppler for a pipeline), and the RQ30 (doppler on a bridge). Districts that are using these devices are encouraged to attend to share their experiences. There will be demonstrations and examples of the different devices. The workshop is based on content developed through the USBR/ITRC Technical Services program. There will be handouts, and the workshop will provide critical information on new technologies/services that are available to MP districts.

6:00pm-9:00pm

Dinner and Bowling at the National Bowling Stadium

FRIDAY, JANUARY 31

8:30am-11:30am

BREAKFAST and PROGRAM

Bowling and Slot Tournament Awards

Meet the Cal Poly Scholarship Students

Newlands Project Report

Presented by Ben Shawcroft, Truckee-Carson Irrigation District

Revisiting the 2024 Water Year Presented by Bureau of Reclamation

2025 Water Supply Outlook

Presented by Bureau of Reclamation

2025 MID-PACIFIC WATER USERS' CONFERENCE PRE REGISTRATION

CONFERENCE PARTICIPANT REGISTRATION includes admittance to all Conference sessions, Exhibitor Reception, Wednesday lunch, Thursday breakfast, Thursday lunch and Friday breakfast. Separate tickets must be purchased for participation in the Thursday Evening Dinner & Bowling Event.

SEXUAL HARASSMENT TRAINING WORKSHOP. Two-hour session to fulfill CA state law requirements. For more information, see Schedule of Events. This workshop is offered at no charge, but you must indicate your participation on the registration form. Participants will receive a certificate of completion.

SPOUSES OR GUESTS of paid registrants who are not water district or company representatives need not pay a registration fee; however, spouses or guests who wish to participate in any meal sessions or the Thursday bowling event must purchase tickets to those events. Exhibitor reception is complimentary to spouses/guests.

THURSDAY DINNER AND BOWLING AT THE NATIONAL BOWLING STADIUM. Ticket price includes dinner, hosted bar, and bowling. Not a bowler? No problem, come for the food, drink and to cheer on your favorite team!

Address:		City, S	State, Zip					
one: Email:								
CONFERENCE PARTICIPANTS Full registration is required for water district or company epresentatives.	Full Pre-Registration (by Jan. 10) S445		Full tegistration fier Jan. 10) S485	Harassment Training Workshop NO CHARGE	Thursday Dinner & Bowling \$85	Total Each Rep		
Company Representative						\$		
Company Representative			A 2010 1, 1, 2, 2, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1, 1,			\$		
Company Representative						s	***************************************	
SPOUSE/GUEST REGISTRATIONS vailable only to spouses and guests of paid registrants who are not water district or company representatives	Wed Lunch \$55	Thurs Breakfas \$55	Thurs Lunch \$55	Thursday Dinner & Bowling \$85	Breakf		Ttl Each Spouse Guest	
Spouse/Guest							\$	
Spouse/Guest							\$	
Spouse/Guest	-						\$	
	ТОТ	ALAM	IOUNT I	DUE ALL	ITEMS		\$	
PAYMENT METHOD: □Check payable to "Water Users Conference" □Credit Card:VISAMaster	card	Americ	an Express	Discove	er			
Card No:		Exp	Secu	rity Code:	Bill	ino 7	in:	

RECLAMATION

Managing Water in the West

Water Conservation Team and Technical Assistance

~Silver Room~

Join Reclamation staff for water conservation planning, grant program information, and technical assistance during the Water Users Conference. Individual meetings are available on January 29th and January 30th from 9 am - 12 noon and 1 pm - 4:30 pm. Contact Anna Sutton at assutton@usbr.gov for an appointment.

Dr. Stuart Styles of Cal Poly Irrigation and Training Research Center will also be available for assistance (by appointment only). Contact sstyles@calpoly.edu for an appointment.

Grant Program Information

- WaterSMART Program
- Ag Water Use Efficiency Program
- CALFED Program

Planning Assistance

- Conservation and Efficiency Standard Criteria
- Water Management Plans
- Annual Update Reporting