

**BOARD OF DIRECTORS
SAN BENITO COUNTY WATER DISTRICT**

Agenda for

October 4, 2023

Special Meeting – 5:00 p.m.

30 Mansfield Road, Hollister, CA 95023

Speakers will be limited to 5 minutes to address the Board

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/88256917226?pwd=nTLPlAM5761C30DTbzSIVaJerbDU.1>

Meeting ID

882 5691 7226

Passcode:

552913

Dial Only:

Dial by your location

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

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

CALL TO ORDER

- a. Pledge of Allegiance to the Flag
- b. Roll Call
- c. Speakers will be limited to 5 minutes to address the Board
- d. Approval of the Agenda

AGENDA ITEMS:

1. Approve Resolution to Award a Construction Contract in the Amount of \$166,000 to Eaton Drilling Co., LLC. for the Hollister Aquifer Storage and Recovery Feasibility Exploratory Borehole Study (Categorically Exempt from CEQA per California Code of Regulations Title 14 Section 15306)
2. Consider Approval of a Professional Services Contract with Gutierrez Consulting for the Pajaro River Watershed Integrated Regional Water Management Implementation Grant Administration and Authorize the General Manager to sign the contract (NTE \$275,427)
3. Consider Resolution Authorizing an Application be made to the California Department of Water Resources for an Integrated Regional Water Management Grant pursuant to the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et. seq.), enter into an agreement and granting General Manager Authorization to Execute Documents in relation thereto

ADJOURNMENT

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.
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**BOARD OF DIRECTORS
SAN BENITO COUNTY WATER DISTRICT**

**San Benito County Water District
Agenda Transmittal**

Agenda Item: **1**

Meeting Date: October 4, 2023

Submitted By: David Macdonald, P.E.

Presented By: David Macdonald, P.E.

Agenda Title: Consider Approval of Resolution to Award a Construction Contract in the Amount of \$166,000.00 to Eaton Drilling Co., LLC for the Hollister Aquifer Storage and Recovery Feasibility Exploratory Borehole Study (Categorically Exempt from CEQA per California Code of Regulations Title 14 Section 15306)

Detailed Description:

The adoption of the attached resolution would enact the following:

1. Approves the plans and specifications for the Hollister Aquifer Storage and Recovery Feasibility Exploratory Borehole Study which are available in the office of the Senior Engineer, and grants the General Manager (or his designee) the authority to approve all amendments and addenda thereto as necessary for conditions in the field;
2. Accepts all responsive and responsible bids;
3. Awards a construction contract to the lowest responsive and responsible bidder, Eaton Drilling Co., LLC, in the amount of \$166,000;
4. Authorizes the General Manager, or his designee, to execute the contract upon receipt of information required by the Project plans and specifications;
5. Authorizes staff to expend up to an additional 10% for unforeseen construction contingencies for timely completion of the project.

The Hollister Aquifer Storage and Recovery Feasibility Exploratory Borehole project is driven by the Sustainable Groundwater Management Planning Grant Program – Round 3 Grant. The grant was awarded to the District in 2017 to “assist the Grantee in financing Groundwater Sustainability Plan Preparation for Bolsa, Hollister, and San Juan Bautista Basins and Monitoring Wells and Managed Aquifer Recharge for North San Benito Basin (Project) that will improve sustainable groundwater management, pursuant to Water Code Section 79700...”.

Utilizing grant funding, the District has produced a Groundwater Sustainability Plan (GSP) that has been accepted by the State and installed dedicated deep and shallow monitoring wells across the County to support GSP monitoring. Further, the District has produced a Managed Aquifer Recharge Study Technical Memorandum, a grant ‘deliverable.’ After completing the scoped projects, SBCWD had surplus grant funding available.

Material Included for Information/Consideration:

Resolution No. 2023-XX

Recommendation:

Staff recommends the Board approve a Resolution which:

1. Approves the plans and specifications for the Hollister Aquifer Storage and Recovery Feasibility Exploratory Borehole Study which are available in the office of the Senior Engineer, and grants the General Manager (or his designee) the authority to approve all amendments and addenda thereto as necessary for conditions in the field;
2. Accepts all responsive and responsible bids;
3. Awards a construction contract to the lowest responsive and responsible bidder, Eaton Drilling Co., LLC, in the amount of \$166,000;
4. Authorizes the General Manager, or his designee, to execute the contract upon receipt of information required by the Project plans and specifications;
5. Authorizes staff to expend up to an additional 10% for unforeseen construction contingencies for timely completion of the project.

Action Required: X Resolution Motion Review

Board Action

 Resolution No. Motion By Second By

Ayes Abstained

Noes Absent

Reagendized Date No Action Taken

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
AWARDS A CONSTRUCTION CONTRACT
IN THE AMOUNT OF \$166,000 TO
EATON DRILLING CO., LLC
FOR HOLLISTER AQUIFER STORAGE AND RECOVERY FEASIBILITY
EXPLORATORY BOREHOLE STUDY**

WHEREAS, on the 26th day of September 2023, at 2:00 pm, San Benito County Water District received two (2) bids for the Hollister Aquifer Storage and Recovery Feasibility Exploratory Borehole Study (Project);

WHEREAS, Eaton Drilling Co., LLC, and Well Industries, Inc. submitted responsive and responsible bids for the Project;

WHEREAS, Eaton Drilling Co., LLC submitted the lowest responsive and responsible Bid in the amount of \$166,000;

WHEREAS, sufficient funds are available in the Sustainable Groundwater Planning Grant to complete the full Project;

WHEREAS, the plans and specifications for the project were available for review prior to approval in the office of the Senior Engineer;

WHEREAS, the Project qualifies as Categorically Exempt from CEQA per California Code of Regulations Title 14 Section 15306;

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

1. Approves the plans and specifications for the Hollister Aquifer Storage and Recovery Feasibility Exploratory Borehole which are available in the office of the Senior Engineer, and grants the General Manager or his designee the authority to approve all amendments and addenda thereto as necessary for conditions in the field;
2. Accepts all responsive and responsible bids;
3. Awards a construction contract for the Bid to the lowest responsive and responsible bidder, Eaton Drilling Co., LLC, in the amount of \$166,000;
4. Authorize the General Manager, or his designee, to execute the contract upon receipt of information required by the Project plans and specifications;
5. Authorize staff to expend up to an additional 10% for unforeseen construction contingencies for timely completion of the project.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District this 4th of October, 2023, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

*(Signature of presiding Board member
Attested by Board Secretary*

Resolution #2023-XX)

Sonny Flores
President

ATTEST:

Barbara L. Mauro
Board Secretary

**San Benito County Water District
Agenda Transmittal**

Agenda Item: 2

Meeting Date: October 4, 2023

Submitted By: Steve Wittry

Presented By: Steve Wittry

Agenda Title: Consider Approval of a Professional Services Contract with Gutierrez Consulting for the Pajaro River Watershed Integrated Regional Water Management Implementation Grant Administration and Authorize the General Manager to sign the Contract (NTE \$275,427)

Detailed Description:

The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), provides \$143.7 M in funding for the Integrated Regional Water Management (IRWM) Round 2 Grant Program. Specifically, it includes approximately \$19.75 million for IRWM projects in the Central Coast Region.

In January 2023, SBCWD, on behalf of the Pajaro River Watershed IRWM region, submitted an implementation grant seeking approximately \$4.78 million for high priority projects in the region. The grant application included three high priority projects and grant administration as listed below:

Project	Project Sponsor	Project Cost	Grant Amount
Accelerated Drought Response Project	SBCWD	\$3,815,000	\$1,800,000
College Lake Integrated Resources Management Project	PV Water	\$30,515,000	\$1,800,000
Stormwater Capture and Aquifer Recharge	Valley Water	\$1,183,540	\$900,000
IRWM Implementation Grant Administration	SBCWD	\$275,427	\$275,427
Total		\$35,788,967	\$4,775,427

In May 2023, DWR announced final funding recommendations including a proposed full award of \$4.78 million to the Pajaro River Watershed. SBCWD will act as Grant Administrator for the region. SBCWD must follow the DWR Proposition 1 Grant Guidelines to ensure that records are maintained for each funded project. The costs

Exhibit A
Scope of Services
Pajaro River Watershed IRWM Implementation Grant Administration

The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1), provides \$143.7 M in funding for the Integrated Regional Water Management (IRWM) Round 2 Grant Program. Specifically, it includes approximately \$19.75 million for IRWM projects in the Central Coast Region. In January 2023, SBCWD, on behalf of the Pajaro River Watershed IRWM region, submitted an implementation grant seeking approximately \$4.78 million for high priority projects in the region. The grant application included three high priority projects and grant administration as listed below:

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IRWM Implementation Grant Administration	SBCWD	\$275,427	\$275,427
Total		\$35,788,967	\$4,775,427

In May 2023, DWR announced final funding recommendations including a proposed full award of \$4.78 million to the Pajaro River Watershed. SBCWD will act as Grant Administrator for the region. SBCWD will follow the DWR Proposition 1 Grant Guidelines to ensure that records are maintained for each funded project. The costs associated with the grant administration are 100 percent reimbursable from the grant up to a total amount of \$275,427. SBCWD will contract with Gutierrez Consultants (CONSULTANT) to provide grant management and administration services. The duration of the grant agreement is estimated at 4.25 years. The tasks services to be provided by CONSULTANT are described below.

Task 1: Project Management

CONSULTANT will perform ongoing grant management during the term of the grant contract, including coordination and project update calls and meetings with DWR and Project Sponsors.

Deliverables:

- Records of Communication
- Meeting Agenda
- Project Management Documentation

Task 2: DWR Grant Agreement

CONSULTANT will draft and finalize the grant agreement with DWR. As the grant administrator for the Proposition 1 IRWM Grant, SBCWD will be required to enter into an agreement with DWR for provision of a grant from Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014.

The Grant Agreement will establish the purpose of the grant, the grant amount, the term of the grant agreement, the scope schedule and fee of each project, and SBCWD's responsibilities as grant agent including reporting requirements, reimbursement submittal requirements, and performance evaluation requirements.

CONSULTANT shall be responsible for preparing the Agreement conditions and supporting the negotiations of the terms of the agreement. CONSULTANT shall compile each of the Grant Agreement Exhibits.

CONSULTANT shall be responsible for supporting the request and documentation for grant amendments, if needed, during the term of the grant agreement.

Deliverable:

- DWR / SBCWD Grant Agreement
- DWR/SBCWD Grant Amendment(s), as needed

Task 3: Project Sponsor Agreements

The Pajaro IRWM Implementation Grant includes four projects, two of which will be implemented by other agencies including Pajaro Valley Water Management Agency and Valley Water in partnership with Resource Conservation District of Santa Cruz County.

CONSULTANT will draft and finalize grant agreements with each of the project sponsor agencies including workplans, schedules, and fees for completing the work, compiling grant documentation requirements including demonstration of adequate funding and compliance with DWR reporting requirements.

Workplans will involve working with the project proponents to update project tasks, milestones, and deliverables for each of the projects. Schedules will include working with the project proponents to update project schedules, identifying project milestone dates, and developing the overall project implementation schedule. The overall grant schedule must incorporate all of the projects. The schedule must show task start dates, task end dates, task durations, task predecessors, and task linkages. Meeting dates, if known, will be shown on the schedule. Budget will include working with the project proponents to update and document project budgets and expenditures to date, identify and document eligible match and reimbursable expenditures, and develop a project cash flow estimate.

Deliverables:

- SBCWD / PV Water Grant Agreement
- SBCWD / Valley Water Grant Agreement

Task 4: Reimbursements and Reporting

This task includes the work necessary to support the preparation and submittal of the grant reimbursement requests and reports. The requirements for the first submittal will be more rigorous because of the need to describe and document project work dating back to January 1,

2015, the eligible match expenditure date. The following reports will be submitted quarterly and will describe and document the project work completed that quarter.

Subtask 4.1 First Reimbursement Request and Report

CONSULTANT shall work with SBCWD to support the preparation and submittal of the first grant reimbursement request. The first request must include a summary of the work completed and documentation of all project expenditures (for all four projects) dating back to January 2015 that will be used as the local match for the grant. These expenditures must be categorized consistent with the grant proposal budget and eligibility of grant match must be verified. If the expenditures are different than the original estimate, justification must be provided and a revised project budget must be prepared. The request must also include a summary and documentation of all project expenditures dating back to the grant effective date of May 6, 2022.

The documentation must include a summary of the work completed, verification of consistency with the original cost estimate, and description and justification for budget modifications.

Deliverable:

- First Reimbursement Request and Report

Subtask 4.2 Quarterly Reimbursement Requests and Reports

Individual project proponents will be responsible for developing quarterly project status reports, and providing this information to SBCWD. The reports shall include the following information:

- Executive Summary: Brief summary of the items contained in the body of the report.
- Report Status:
 - Description of work performed during the Quarter,
 - Description of major accomplishments,
 - Discussion of any issues or concerns that may affect the schedule or budget and recommendations on how to correct the matter(s), and
 - Discussion of activities planned for the next reporting period.
- Cost Information
 - Identification of costs incurred during the quarter including hours per task worked on during the quarter for above personnel,
 - Discussion of how the actual budget is progressing in comparison to the latest budget, and
 - Provision of a revised budget, by task, if changed from the latest budget.
- Schedule Information
 - Provision of a project schedule showing actual progress versus planned progress from the latest schedule,
 - Discussion of how the actual schedule is progressing in comparison to the latest schedule, and
 - Provision of a revised schedule, by task, if changed from the latest schedule.

CONSULTANT will then consolidate project status reports and information for presentation to DWR, consistent with grant guidelines and grant agreements.

CONSULTANT shall work with SBCWD to support the preparation and submittal of quarterly reimbursement requests. The request must include a summary and documentation of all project expenditures for that quarter. The documentation must include a summary of the work completed, verification of consistency with original project cost estimate, and description and justification for budget modifications.

Deliverable:

- Quarterly Reimbursement Requests and Reports

Task 5: Final Report

CONSULTANT will prepare a final report at the completion of each project and the completion of the grant. The final reports will include a summary of the information that was contained in the quarterly reports including project, schedule and budget status and revisions to each, if necessary.

Deliverable:

- Final Report

**Exhibit B
Schedule**

Pajaro River Watershed IRWM Implementation Grant Administration

The Pajaro IRWM Implementation Grant duration is estimated at 4.25 years with grant administration occurring throughout the term of the grant. This scope of services covers the full term of the grant. The projected schedule is shown below, but is highly dependent on the DWR grant contracting timeline.

Task	Start Date	End Date
Task 1: Project Management	April 1, 2023	June 30, 2027
Task 2: DWR Grant Agreement	April 1, 2023	December 31, 2023
Task 3: Project Sponsor Agreements	September 1, 2023	March 31, 2024
Task 4: Reimbursements and Reporting	October 1, 2023	March 31, 2027
Task 5: Final Report	January 1, 2027	June 30, 2027

Exhibit C
Fee Estimate
Pajaro River Watershed IRWMP Grant Administration

The costs associated with the grant administration are 100 percent reimbursable from the grant up to a total amount of \$275,427. The four-year budget and rate sheet is shown below.

Budget

Task	Budget ¹
Task 1: Project Management	\$ 51,000.00
Task 2: DWR Grant Agreement & Amendments	\$ 25,000.00
Task 3: Project Sponsor Agreements	\$ 35,000.00
Task 4: Reimbursements and Reporting	\$ 114,000.00
Task 5: Final Reports	\$ 40,000.00
Other Direct Charges (travel, documents)	\$ 10,427.00
Total	\$ 275,427.00

1. The budgets may shift between tasks with prior approval from SBCWD.

Hourly Rates¹

Classification	FY 2024	FY 2025	FY 2026	FY 2027
Principal/Project Manager	\$270	\$280	\$290	\$300

1. The individual hourly rate includes salary, overhead and profit. The hourly rate also includes ordinary expenses, including telecommunications, computer usage, and regular reproduction jobs. Other direct costs (ODCs) such as large reproduction jobs and travel expenses will be charged at actual cost plus 10%. Mileage will not be marked up. Subconsultants will be billed at actual cost plus 10%. Mileage rate will be that allowed by current IRS guidelines. Annual rates may change with prior approval from SBCWD.

**SAN BENITO COUNTY WATER DISTRICT
PROFESSIONAL SERVICES CONTRACT**

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the San Benito County Water District, ("District,") and _____, ("Consultant").

1. Description of Project: District desires to undertake a _____

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

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

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

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

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

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

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

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

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

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

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

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

8. Indemnification: Consultant shall hold District, its officers, boards and commissions,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20. General Provisions:

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

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

20.3 Compliance with Laws, Rules, Regulations: All services performed by

Consultant pursuant to this Agreement shall be performed in full compliance with all applicable federal, state, and District laws, including any rules, standards or regulations promulgated thereunder.

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

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

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

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

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

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

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

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

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

District:

CONSULTANT:

By: _____

By: _____

Title

Title

Date

Date

SAMPLE

**San Benito County Water District
Agenda Transmittal**

Agenda Item: **3**

Meeting Date: October 4, 2023

Submitted By: Steve Wittry

Presented By: Steve Wittry

Agenda Title: Consider Resolution Authorizing an Application be made to the California Department of Water Resources for an Integrated Regional Water Management Grant pursuant to the Water Quality, Supply and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et. seq.), enter into an agreement and granting General Manager Authorization to Execute Documents in relation thereto

Detailed Description:

On January 25th, 2023, the Board approved a similar version of this resolution. The San Benito County Water District (SBCWD) was awarded a grant for \$1.8 million for the Accelerated Drought Response Project. In addition, SBCWD was awarded \$275,427 to perform grant management and administration duties for the region. As the Department of Water Resources reviews and processes the grant funding agreement, there is a minor change requested in the Authorizing Resolution (AR) for the funding.

The changes are intended to better define the uses of the grant funding. The current AR only references design and planning functions. However, the grant guidelines require a portion of the funding be utilized for construction/implementation. In addition, as SBCWD will be performing the administration duties for the approved projects in the region, the AR needs to reference those projects as well. Therefore, staff has modified the Authorizing Resolution to meet DWR requirements and it is presented for the Boards consideration.

Prior Committee or Board Action(s): January 25th, 2023- Approved Authorizing Resolution

Financial Impact: X Yes No

Funding Source/ Recap: N/A

Material Included for Information/Consideration:

Resolution No. 2023-08 (1/25/23)

Resolution No. 2023-XX

RESOLUTION NO. 2023-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
AUTHORIZING AN APPLICATION BE MADE TO THE CALIFORNIA DEPARTMENT
OF WATER RESOURCES FOR AN INTEGRATED REGIONAL WATER
MANAGEMENT GRANT PURSUANT TO THE WATER QUALITY, SUPPLY, AND
INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (WATER CODE SECTION
79700 et seq.), ENTER INTO AN AGREEMENT AND GRANTING GENERAL
MANAGER AUTHORIZATION TO EXECUTE DOCUMENTS IN RELATION
THERETO**

WHEREAS, the Department of Water Resources is soliciting proposals for funding from the Proposition 1 – Round 2 Integrated Regional Water Management (IRWM) Implementation Grant Program;

WHEREAS, the Department of Water Resources requires that each IRWM region submit only one application that includes all high priority water resource projects in the region;

WHEREAS, the Pajaro River Watershed IRWM Regional Water Management Group (RWMG) authorized the San Benito County Water District (District) to act as the applicant and the grant manager for the Round 2 IRWM Implementation Grant;

WHEREAS, the District is seeking funding for the implementation phases of the Accelerated Drought Response Project, the College Lake Integrated Resources Management Project, the Stormwater Capture and Aquifer Recharge and the IRWM Implementation Grant Administration;

BE IT RESOLVED AS FOLLOWS:

The Board of Directors of the San Benito County Water District hereby authorizes a proposal be made to the California Department of Water Resources to obtain a Round 2 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the Pajaro River Watershed IRWM Implementation Grant Proposal.

The General Manager of the San Benito County Water District, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement or any amendments thereto with the California Department of Water Resources.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District this 4th Day of October, 2023 by the following vote:

AYES: DIRECTORS:
NOES: DIRECTORS:
ABSTAIN: DIRECTORS:
ABSENT: DIRECTORS:

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2023-XX)

Sonny Flores
President

ATTEST: _____
Barbara L. Mauro
Board Secretary

RESOLUTION NO. 2023-08

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
AUTHORIZING AN APPLICATION BE MADE TO THE CALIFORNIA DEPARTMENT
OF WATER RESOURCES FOR AN INTEGRATED REGIONAL WATER
MANAGEMENT GRANT PURSUANT TO THE WATER QUALITY, SUPPLY, AND
INFRASTRUCTURE IMPROVEMENT ACT OF 2014 (WATER CODE SECTION
79700 et seq.), ENTER INTO AN AGREEMENT AND GRANTING
DISTRICT/GENERAL MANAGER AUTHORIZATION TO EXECUTE DOCUMENTS
IN RELATION THERETO**

WHEREAS, the Department of Water Resources is soliciting proposals for funding from the Proposition 1 – Round 2 Integrated Regional Water Management (IRWM) Implementation Grant Program;

WHEREAS, the Department of Water Resources requires that each IRWM region submit only one application that includes all high priority water resource projects in the region;

WHEREAS, the Pajaro River Watershed IRWM Regional Water Management Group (RWMG) authorized the San Benito County Water District (District) to act as the applicant and the grant manager for the Round 2 IRWM Implementation Grant;

WHEREAS, the District is seeking funding for the design and planning phases of the North San Benito Aquifer Storage and Recovery Project.

BE IT RESOLVED AS FOLLOWS:

The Board of Directors of the San Benito County Water District hereby authorizes a proposal be made to the California Department of Water Resources to obtain a Round 2 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the Pajaro River Watershed IRWM Implementation Grant Proposal.

The District/General Manager of the San Benito County Water District, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement or any amendments thereto with the California Department of Water Resources.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District this 25th Day of January, 2023 by the following vote:

AYES: DIRECTORS: Flores, Shelton, Tonascia, Williams and Wright
NOES: DIRECTORS: None
ABSTAIN: DIRECTORS: None
ABSENT: DIRECTORS: None

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2023-08)

/s/ Sonny Flores
Sonny Flores
President

ATTEST: /s/ Joyce Machado
Joyce Machado
Manager of Administration, Finance
and Business Services