

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

Agenda for

April 12, 2024

Special Meeting – 11:00 a.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/81388758297?pwd=AAiPagVbRaP4Gbsb3cuma3rAOW0RBd.1>

Meeting ID

813 8875 8297

Passcode:

808079

Dial Only:

Dial by your location

- +1 669 444 9171 US
- +1 719 359 4580 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. Consider Approval of Professional Services Contract with Gutierrez Consultants for Sustainable Groundwater Management Act Implementation Grant Administration and Authorize Board President to sign contract (NTE \$115,000)
2. Consider Resolution to make an Application to the State Department of Water Resources to Obtain a Grant under the 2017 Sustainable Groundwater Planning Grant Program Pursuant to the Water Quality, Supply Infrastructure Improvement Act of 2014 and Granting Interim General Manager and Manager of Administration, Finance and Business Services Authorization to Execute Documents and Make Any Necessary Submittals in relation thereto
3. Consider Resolution make an Application to the State Department of Water Resources to Obtain a Grant under the 2019 Sustainable Groundwater Management Grant Program Planning – Round 3 Grant Pursuant to the Water Quality, Supply and Infrastructure Improvement Act of 2014 and/or the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018 and Granting Interim General Manager and Manager of Administration, Finance and Business Services Authorization to Execute Documents and Make Any Necessary Submittals in relation thereto
4. Consider Resolution for a Grant Application to be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022 and Granting Interim General Manager and Manager of Administration, Finance and Business Services Authorization to Execute Documents and Make Any Necessary Submittals in relation thereto
5. Consider Resolution Authorizing an Application be made to the California Department of Water Resources for an Integrated Regional Water Management Implementation Grant Pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resources Code Section 74001 et seq.), Enter into a Grant Agreement and Granting Interim General Manager and Manager of Administration, Finance and Business Services Authorization to Execute Documents and Make Any Necessary Submittals in relation thereto

6. Consider Resolution to Submit an Application to the Bureau of Reclamation to Obtain a Grant under the Bipartisan Infrastructure Law (BIL) for a Small Surface Water and Groundwater Storage Program to Assist Funding for the Accelerated Drought Resistance Project(ADRoP) and Granting Interim General Manager and Manager of Administration, Finance and Business Services Authorization to Execute Documents and Make Any Necessary Submittals in relation thereto
7. **CLOSED SESSION:**
Appointment of Public Employee –
Consider the Appointment of a public employee
Title: Interim General Manager
Authority: California Government Code Section 54957(b)(1), 54957(b)(4)
8. **OPEN SESSION:**
Report action, if any from Closed Session
9. **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.

**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: Barbara Mauro

Presented By: Megan Holland

Agenda Title: Consider Approval of a Professional Services Contract with Gutierrez Consulting for the Sustainable Groundwater Management Act Implementation Grant Administration and Authorize the Board President to sign the Contract (NTE \$115,000)

Detailed Description:

The California Budget Acts of 2021 and 2022 and Public Resources Code section 80146 et seq. (Proposition 68), provides \$187 million in funding for the Sustainable Groundwater Management Act (SGMA) Round 2 Implementation Grant Program. In December 2022, SBCWD submitted an implementation grant proposal to the Department of Water Resources (DWR) seeking the maximum \$20 million funding for the Accelerated Drought Response Project (ADRoP). It was an incredibly competitive funding program with DWR receiving 82 proposals requesting a total of approximately \$780 million in grant funds. In September 2023, DWR announced final funding awards, including an award of \$11.5 million to SBCWD for the implementation and construction of ADRoP.

SBCWD, with support from Gutierrez Consultants, will be responsible for administering the grant consistent with the guidelines and grant agreement. SBCWD will follow the DWR Grant Guidelines to ensure that records are maintained for the project. The costs associated with the grant administration are approximately 50 percent reimbursable from the grant, up to a total amount of \$54,801. SBCWD will contract with Gutierrez Consultants (CONSULTANT) to provide grant management and administration services. The duration of the grant agreement is estimated at 2.5 years.

Staff met with the Administration Committee on April 10, 2024 to discuss this proposal. After review, the Administration Committee recommends approval of the item.

Staff recommends approval of a professional services contract with Gutierrez Consultants to provide grant management and administration services for the awarded projects to ensure grant compliance. The duration of the grant agreement is estimated at 2.5 years.

BOARD AGENDA MEMO

DATE: April 10, 2024

TO: Board of Directors

FROM: Administration Committee
(Flores/Shelton)

SUBJECT: Board Recommendation to approve of a Professional Services Contract with Gutierrez Consultants for Sustainable Groundwater Management Act Implementation Grant Administration and authorize Board President to sign contract (NTE \$115,000)

The Administration Committee met on April 10, 2024 and discussed the contract with Lidia Gutierrez for SGMA Implementation Grant Administration.

The Administration Committee agreed to recommend the Board approve the Professional Services Contract with Gutierrez Consultants for Sustainable Groundwater Management Act Implementation Grant Administration and authorize Board President to sign contract (NTE \$115,000).



Director Flores



Director Shelton

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

THIS AGREEMENT, made and entered into this 12th day of April, 2024, by and between the San Benito County Water District, ("District,") and Gutierrez Consultants, ("Consultant").

- 1. Description of Project:** District desires to undertake Sustainable Groundwater Management Act Implementation Grant Administration("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 SERVICES" and shall complete said services in accordance with the completion schedule in EXHIBIT "B" entitled Schedule.

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

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

- 5. Compensation; Retention:** Consultant shall be compensated for services rendered to District pursuant to this Agreement periodically in the amounts, manner and in accordance with the payment schedule as set forth in EXHIBIT "C" entitled "FEE ESTIMATE." 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

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 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: Lidia Gutierrez
Gutierrez Consultants
118 Diablo Ranch Court
Danville, CA 94506

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: _____

Board President

Title

Date

Date

Exhibit A
Scope of Services
Sustainable Groundwater Management Act Implementation Grant
Administration

The California Budget Acts of 2021 and 2022 and Public Resources Code section 80146 et seq. (Proposition 68), provides \$187 million in funding for the Sustainable Groundwater Management Act (SGMA) Round 2 Implementation Grant Program. In December 2022, SBCWD submitted an implementation grant proposal to the Department of Water Resources (DWR) seeking the maximum \$20 million funding for the Accelerated Drought Response Project (ADRoP). It was an incredibly competitive funding program with DWR receiving 82 proposals requesting a total of approximately \$780 million in grant funds. In September 2023, DWR announced final funding awards, including an award of \$11.5 million to SBCWD for the implementation and construction of ADRoP.

SBCWD, with support from Gutierrez Consultants, will be responsible for administering the grant consistent with the guidelines and grant agreement. SBCWD will follow the DWR Grant Guidelines to ensure that records are maintained for the project. The costs associated with the grant administration are approximately 50 percent reimbursable from the grant, up to a total amount of \$54,801. SBCWD will contract with Gutierrez Consultants (CONSULTANT) to provide grant management and administration services. The duration of the grant agreement is estimated at 2.5 years. The 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 staff from SBCWD, DWR and project consultants.

Deliverables:

- Records of Communication
- Meeting Agenda
- Project Management Documentation

Task 2: DWR Grant Agreement

CONSULTANT will support the development of the draft and final grant agreement with DWR. 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 the 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: 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 3.1 First Reimbursement Request and Report

CONSULTANT shall work with SBCWD to support the preparation and submittal of the first grant reimbursement request. These expenditures must be categorized consistent with the grant proposal budget and eligibility of grant expenditures 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 first request must include a summary and documentation of all project expenditures dating back to the eligible reimbursable date of October 4, 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 3.2 Quarterly Reimbursement Requests and Reports

CONSULTANT shall work with SBCWD to support the preparation and submittal of quarterly progress reports. 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 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 4: Final Report

CONSULTANT will prepare a final report at the completion of the project and grant. The final report 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
Sustainable Groundwater Management Act Implementation Grant
Administration

The SGMA Implementation Grant duration is estimated at 2.5 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	December 1, 2023	June 30, 2026
Task 2: DWR Grant Agreement	December 1, 2023	March 31, 2024
Task 3: Reimbursements and Reporting	March 1, 2024	March 31, 2026
Task 4: Final Report	April 1, 2026	June 30, 2026

Exhibit C
Fee Estimate
Sustainable Groundwater Management Act Implementation Grant
Administration

The costs associated with the grant administration are approximately percent reimbursable from the grant up to a total amount of \$54,801. The 2.5 year budget and rate sheet is shown below.

Budget

Task	Budget ¹
Task 1: Project Management	\$ 20,000.00
Task 2: DWR Grant Agreement & Amendments	\$ 10,000.00
Task 3: Reimbursements and Reporting	\$ 70,000.00
Task 4: Final Report	\$ 10,000.00
Other Direct Charges (travel, documents)	\$ 5,000.00
Total	\$ 115,000.00

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.

Grant Signature & Submit Requirements

- Administration of Grants both State & Federal require board approved submitters and signatories.
- In the past only the General Manager (GM) was the approved signature and submitter on the Department of Water Resources (DWR) and United States Bureau of Reclamation (USBR) grants.
- The board resolutions for consideration will enable, the GM, Interim GM, and the Manager of Administration, Finance & Business Services to sign and submit on behalf of the San Benito County Water District to ensure all required submissions are completed and timely.



SBCWD Grant Summary

Agency	Title	Purpose	Amount	Status	Resolution #
DWR	SGMA Planning Round 1	GSP Development	\$890K	Close-out	2024-06
DWR	SGMA Planning Round 3	GSP Development	\$1.2M	Close-out	2024-07
DWR	IRWMI Round 2	ADRoP Planning	\$4.78 M(\$1.8M SBCWD)	Waiting on Sub-Grantees	2024-09
DWR	SGMA Implementation	ADRoP Construction	\$11.5 M	Contract Issued	2024-08
USBR	Small Storage - BIL	ADRoP Construction	\$6.7 M	Awarded	2024-10
USBR	WatersSMART	Turf Rebate	\$80K (\$80K Match)	Pending	

Highlighted in Yellow are the items with pending documents for signature –
 SGMA Planning Round 1 & 3 for close out and SGMA Implementation to execute the contract with DWR.



**San Benito County Water District
Agenda Transmittal**

Agenda Item: 2, 3, 4, 5, 6

Meeting Date: April 12, 2024

Submitted By: Barbara Mauro

Presented By: Megan Holland

Agenda Titles: Consider Resolutions Revising the Signatories for Grant Funding for Department of Water Resources (DWR) Integrated Regional Water Management (IRWM), Department of Water Resources Sustainable Groundwater Management Act (SGMA) and United States Bureau of Reclamation (USBR) Bipartisan Infrastructure Law (BIL) for Accelerated Drought Resistance Project (ADRoP) (total of 5 resolutions) granting General Manager, Interim General Manager and Manager of Administration, Finance and Business Services

Detailed Description:

At previous board meetings, the Board approved similar versions of these resolutions. The San Benito County Water District (SBCWD) has been awarded grants for IRWM, SGMA and BIL. In addition. As the Department of Water Resources reviews and processes the grant funding agreements, the minor changes needed to the resolutions that officially add two more signatory/submitter for these grants. The additional positions added are Interim General Manager, Manager of Administration, Finance & Business Services to ensure that the District is able to sign and submit on all the grants. Therefore, staff has modified the Authorizing Resolution to meet DWR and USBR requirements and it is presented for the Boards consideration.

Prior Committee or Board Action(s):

April 10, 2024 Administration Committee Approved revising the Resolutions

Financial Impact: _____ Yes _____ X _____ No

Funding Source/ Recap: N/A

Material Included for Information/Consideration:

Administration Committee Recommendation

Draft Resolutions #2024-06, 2024-07, 2024-08, 2024-09, 2024-10

BOARD AGENDA MEMO

DATE: April 10, 2024

TO: Board of Directors

FROM: Administration Committee
(Flores/Shelton)

SUBJECT: Board Recommendation to approve of a revision to Resolutions for IRWM, SGMA and Bipartisan Infrastructure Law (BIL) for a small surface water/ADRoP Grants adding additional authorized signatories as recommended by our consultant who provides grant administration to the District

The Administration Committee met on April 10, 2024 and discussed the revisions to several of the District's previously approved resolutions regarding grants for IRWM, SGMA and Bipartisan Infrastructure Law (BIL) for a small surface water/ADRoP Grants, adding additional signatories as recommended by Lidia Gutierrez, who provides grant administration to the District.

The Administration Committee agreed to recommend the Board approve the revised resolutions previously approved for the IRWM, SGMA and Bipartisan Infrastructure Law (BIL) for a small surface water/ADRoP Grants adding additional authorized signatories.



Director Flores



Director Shelton

RESOLUTION NO. 2024-06

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE SAN BENITO COUNTY WATER DISTRICT
TO MAKE AN APPLICATION TO THE
STATE DEPARTMENT OF WATER RESOURCES
TO OBTAIN A GRANT UNDER THE
2017 SUSTAINABLE GROUNDWATER PLANNING GRANT PROGRAM
PURSUANT TO THE WATER QUALITY, SUPPLY, AND
INFRASTRUCTURE IMPROVEMENT ACT OF 2014 AND GRANTING GENERAL
MANAGER, INTERIM GENERAL MANAGER AND MANAGER OF
ADMINISTRATION, FINANCE AND BUSINESS SERVICES AUTHORIZATION
TO EXECUTE DOCUMENTS AND MAKE ANY NECESSARY SUBMITTALS IN
RELATION THERETO**

WHEREAS, the Sustainable Groundwater Management Act of 2014, Water Code sections 10720-10737.8 (“SGMA”) was signed into law on September 16, 2014; and

WHEREAS, SGMA requires that each California groundwater basin be managed by a Groundwater Sustainability Agency (“GSA”), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan (“GSP”), or multiple GSPs; and

WHEREAS, the District's statutory boundary overlies the Hollister, Bolsa, and San Juan Valley Subbasins within the San Benito County portion of the Gilroy-Hollister Groundwater Basin, an unadjudicated groundwater basin; and

WHEREAS, the San Benito County Water District Act (California Water Code Appendix, Chapter 70) provides the District with broad groundwater management authority, including the authority to conserve water for beneficial and useful purposes by spreading, storing, retaining, and causing such waters to percolate into the soil within or without the District; and

WHEREAS, on February 8, 2017, at a duly-noticed public hearing, the Board of Directors of the San Benito County Water District, by Resolution No. 2017-03, elected to have the San Benito County Water District be the exclusive GSA for the San Benito County portion of the Hollister, Bolsa, and San Juan Valley subbasins of the Gilroy-Hollister Groundwater Basin; and

WHEREAS, on or about May 24, 2017, the San Benito County Water District GSA became the exclusive GSA for the San Benito portion of the Gilroy-Hollister Groundwater Basin; and

WHEREAS, the DWR is administering the Sustainable Groundwater Planning (“SGWP”) Grant Program, using funds authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (“Proposition 1”), set forth in Water Code section 79700, et seq. Proposition 1 authorized \$100 million to be made available for competitive grants for projects that develop and implement groundwater plans and projects in accordance with applicable groundwater planning requirements. The purpose of the SGWP Grant Program is to encourage sustainable management of groundwater resources that support SGMA.

WHEREAS, it is the desire of the San Benito County Water District GSA for the San Benito County portion of the Gilroy-Hollister Groundwater Basin to obtain Proposition 1 funds, through the SGWP Grant Program, to be used for the preparation of the GSP.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District GSA, that an application be made to DWR to obtain a grant under the 2017 Sustainable Groundwater Planning Grant Program pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the preparation of a GSP.

The General Manager, Interim General Manager, Manager of Administration, Finance and Business Services or his/her designee is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, make any necessary submittals and execute a grant agreement with California Department of Water Resources.

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 this 12th day of April, 2024, by the following vote:

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

*(Signature of presiding Board member
Attested by Board Secretary
Resolution #2024-06)*

Andrew Shelton
President

ATTEST:

Barbara L. Mauro
Board Secretary

I, Barbara Mauro, board secretary of the San Benito County Water District, do hereby certify that the following is a true and correct copy of a resolution duly adopted at the special meeting of the Board of Directors, duly held on April 12, 2024. This resolution has not been modified, rescinded or revoked and is at present in full force and effect.

In Witness whereof, the undersigned has affixed her signature and the corporate seal.

Barbara L. Mauro
Board Secretary

Date of signature

RESOLUTION NO. 2024-07

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
TO MAKE AN APPLICATION TO THE
STATE DEPARTMENT OF WATER RESOURCES
TO OBTAIN A GRANT UNDER THE
2019 SUSTAINABLE GROUNDWATER MANAGEMENT GRANT
PROGRAM PLANNING – ROUND 3 GRANT**

**PURSUANT TO THE WATER QUALITY, SUPPLY, AND INFRASTRUCTURE
IMPROVEMENT ACT OF 2014 AND/OR THE CALIFORNIA DROUGHT,
WATER, PARKS, CLIMATE, COASTAL PROTECTION, AND OUTDOOR
ACCESS FOR ALL ACT OF 2018 AND GRANTING GENERAL MANAGER,
INTERIM GENERAL MANAGER AND MANAGER OF ADMINISTRATION,
FINANCE AND BUSINESS SERVICES AUTHORIZATION TO EXECUTE
DOCUMENTS AND MAKE ANY NECESSARY SUBMITTALS
IN RELATION THERETO**

WHEREAS, the Sustainable Groundwater Management Act of 2014, Water Code sections 10720-10737.8 ("SGMA") was signed into law on September 16, 2014; and

WHEREAS, SGMA requires that each California groundwater basin be managed by a Groundwater Sustainability Agency ("GSA"), or multiple GSAs, and that such management be implemented pursuant to an approved Groundwater Sustainability Plan ("GSP"), or multiple GSPs; and

WHEREAS, the District's statutory boundary overlies the North San Benito Subbasin of the Gilroy-Hollister Groundwater Basin, an unadjudicated groundwater basin; and

WHEREAS, the San Benito County Water District Act (California Water Code Appendix, Chapter 70) provides the District with broad groundwater management authority, including the authority to conserve water for beneficial and useful purposes by spreading, storing, retaining, and causing such waters to percolate into the soil within or without the District; and

WHEREAS, on February 8, 2017, at a duly-noticed public hearing, the Board of Directors of the San Benito County Water District, by Resolution No. 2017-03, elected to have the San Benito County Water District be the exclusive GSA for the San Benito County portion of the Hollister, Bolsa, and San Juan Valley subbasins of the Gilroy-Hollister Groundwater Basin; and

WHEREAS, on May 24, 2017, the San Benito County Water District GSA became the exclusive GSA for the Bolsa Area (3-003.02), Hollister Area (3-

003.03), and San Juan Bautista Area (3-003.04) Subbasins of the Gilroy-Hollister Basin; and

WHEREAS, on April 25, 2018, at a duly-noticed public hearing, the Board of Directors of the San Benito County Water District, by Resolution No. 2018-06, elected to have the San Benito County Water District be the exclusive GSA for the Tres Pinos Valley Groundwater Basin (DWR 3-25); and

WHEREAS, on April 25, 2018, at a duly-noticed public hearing, the Board of Directors of the San Benito County Water District, by Resolution No. 2018-05, elected to consolidate the Bolsa Area (3-003.02), Hollister Area (3-003.03), and San Juan Bautista Area (3-003.04) Subbasins of the Gilroy-Hollister Basin and the Tres Pinos Valley Basin (3-025) into a single new basin named the North San Benito Groundwater Basin (3-003.05); and

WHEREAS, on July 3, 2019, the San Benito County Water District GSA submitted a GSP Initial Notification to DWR for the development of a plan for the North San Benito Groundwater Basin (3-003.05); and

WHEREAS, on July 9, 2019, the San Benito County Water District GSA became the exclusive GSA for the North San Benito Groundwater Basin (3-003.05).

WHEREAS, the DWR is administering the Sustainable Groundwater Management ("SGM") Grant Program Planning – Round 3 Grant, using funds authorized by the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Wat. Code, § 79700 et seq.) and/or the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resources Code, § 80000 et seq.); and

WHEREAS, Propositions 1 and 68 authorized funds to be made available for competitive grants for projects that develop and implement groundwater plans and projects in accordance with applicable groundwater planning requirements. The purpose of the SGM Grant Program is to encourage sustainable management of groundwater resources that support SGMA; and

WHEREAS, it is the desire of the San Benito County Water District GSA for the San Benito County portion of the North San Benito Subbasin of the Gilroy-Hollister Groundwater Basin to obtain Proposition 1 and/or Proposition 68 funds, through the SGM Grant Program, to be used for the preparation of the GSP and projects that implement the GSP.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the San Benito County Water District GSA, that an application be made to the California Department of Water Resources to obtain a grant under the 2019

SGM Grant Program Planning – Round 3 Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) (Wat. Code, § 79700 et seq.) and/or the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) (Pub. Resources Code, § 80000 et seq.), and to enter into an agreement to receive a grant for the Reaching Sustainability: Monitoring Wells and Managed Aquifer Recharge for North San Benito Subbasin. The General Manager, Interim General Manager, Manager of Administration, Finance and Business Services of the San Benito County Water District, or his/her designee is hereby authorized and directed to prepare the necessary data, conduct investigations, sign and file such application, make any necessary submittals and execute a grant agreement with California Department of Water Resources.

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 this 12th day of April , 2024, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2024-07)

Andrew Shelton
President

ATTEST:

Barbara L. Mauro
Board Secretary

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

I, Barbara Mauro, board secretary of the San Benito County Water District, do hereby certify that the following is a true and correct copy of a resolution duly adopted at the special meeting of the Board of Directors, duly held on April 12, 2024. This resolution has not been modified, rescinded or revoked and is at present in full force and effect.

In Witness whereof, the undersigned has affixed her signature and the corporate seal.

Barbara L. Mauro
Board Secretary

Date of Signature

RESOLUTION NO. 2024-08

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT**

Grant Application to be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022 and Granting General Manager, Interim General Manager and Manager of Administration, Finance and Business Services Authorization to Execute Documents and make any Necessary Submittals in relation thereto

Resolved by the San Benito County Water District, that an application be made to the Department of Water Resources to obtain a grant under the 2021 Sustainable Groundwater Management (SGM) Grant Program SGMA Implementation Grant pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Pub. Resources Code, § 80000, et seq.) and the Budget Acts of 2021 and 2022. Be it further resolved that the San Benito County Water District has the authority and shall enter into a funding agreement with the Department of Water Resources to receive a grant for the: Aquifer Storage and Recovery (ASR) Project.

The General Manager, Interim General Manager and Manager of Administration, Finance and Business Services of the San Benito County Water District, or his/her designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, execute a funding agreement and any future amendments thereto, submit invoices, and submit any reporting requirements with the Department of Water Resources.

Passed and adopted at a special meeting of the San Benito County Water District on 12th day of April 2024.

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2024-08)

Authorized Original Signature: _____

Printed Name: _____

Title: Board President

Clerk/Board Secretary: _____

CERTIFICATION

I do hereby certify that the foregoing is a full, true, and correct copy of a resolution duly and regularly adopted at a special meeting of the San Benito County Water District held on April 12, 2024.

Clerk/Board Secretary:_____

RESOLUTION NO. YEAR—2024-09

**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 IMPLEMENTATION GRANT PURSUANT TO THE SAFE DRINKING
WATER, WATER QUALITY AND SUPPLY, FLOOD CONTROL, RIVER AND
COASTAL PROTECTION BOND ACT OF 2006 (PUBLIC RESOURCE CODE
SECTION 75001 et seq.), ENTER INTO A GRANT AGREEMENT AND GRANTING
DISTRICT/GENERAL MANAGER, INTERIM GENERAL MANAGER AND
MANAGER OF ADMINISTRATION, FINANCE AND BUSINESS SERVICES
AUTHORIZATION TO EXECUTE DOCUMENTS AND MAKE ANY NECESSARY
SUBMITTALS 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 an application be made to the California Department of Water Resources for an Integrated Regional Water Management Implementation Grant pursuant to the Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006 (Public Resource Code Section 75001 et seq.).

The San Benito County Water District shall enter into an agreement to receive a grant for the North San Benito Aquifer Storage and Recovery Project; and the District/General Manager, Interim General Manager, Manager of Administration, Finance and Business Services or his/her designee of the San Benito County Water District is hereby authorized and directed to prepare the necessary data, conduct investigations, file such application, enter into a cost share agreement with RWMG, and execute a grant agreement and make necessary submittals with the California Department of Water Resources.

PASSED AND ADOPTED by the Board of Directors of the San Benito County Water District this 12th Day of April, 2024 by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2024-09

Andrew Shelton
President

ATTEST:

Barbara L. Mauro
Board Secretary

RESOLUTION NO. 2024-10

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
THE SAN BENITO COUNTY WATER DISTRICT
TO SUBMIT AN APPLICATION TO THE
BUREAU OF RECLAMATION TO OBTAIN A GRANT UNDER THE BIPARTISAN
INFRASTRUCTURE LAW (BIL) FOR A SMALL SURFACE WATER AND
GROUNDWATER STORAGE PROGRAM TO ASSIST FUNDING FOR THE
ACCELERATED DROUGHT RESISTANCE PROJECT (ADRoP) AND GRANTING
GENERAL MANAGER, INTERIM GENERAL MANAGER AND MANAGER OF
ADMINISTRATION, FINANCE AND BUSINESS SERVICES AUTHORIZATION TO
EXECUTE DOCUMENTS AND MAKE ANY NECESSARY SUBMITTALS
IN RELATION THERETO**

WHEREAS, the Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021 which, among other programs, established a competitive grant program to be administered by the United States Bureau of Reclamation (USBR) for small water storage and groundwater storage projects; and

WHEREAS, the grant program defines small storage projects as projects that increase water storage capacity of not less than 200 acre-feet and not more than 30,000 acre-feet;

WHEREAS, the San Benito County Water District Accelerated Drought Resistance Project (ADRoP) is completely aligned with the stated objectives of the BIL grant solicitation;

WHEREAS, the San Benito County Water District is able to provide the amount of funding and/or in-kind contributions specified in the funding plans; and

WHEREAS, the Board of Directors of the San Benito County Water District have reviewed and therefore supports the application being submitted; and

NOW, THEREFORE, BE IT RESOLVED:

- 1) The General Manager, Interim General Manager and the Manager of Administration, Finance and Business Services or his/her designee of the San Benito County Water District is hereby authorized and directed to make an application and submit a proposal to Reclamation to obtain a Small Storage Grant for the ADRoP Project.
- 2) The San Benito County Water District will work with USBR to meet established deadlines for entering into a grant or cooperative agreement.

3) The General Manager, Interim General Manager, the Manager of Administration, Finance and Business Services of the San Benito County Water District, or designee, is hereby authorized to enter into an agreement, execute any documents, make any necessary submittals and any amendments thereto, with the Reclamation to receive a Small Storage Grant to support the ADRoP Project.

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 this 12th day of April 2024, by the following vote:

AYES: DIRECTORS:

NOES: DIRECTORS:

ABSTAIN: DIRECTORS:

ABSENT: DIRECTORS:

(Signature of presiding Board member
Attested by Board Secretary
Resolution #2024-10)

Andrew Shelton
President

ATTEST:

Barbara L. Mauro
Board Secretary

CERTIFIED RESOLUTION

I, Barbara Mauro, board secretary of the San Benito County Water District, do hereby certify that the following is a true and correct copy of a resolution duly adopted at the regular meeting of the Board of Directors, duly held on April 12, 2024. This resolution has not been modified, rescinded or revoked and is at present in full force and effect.

In Witness whereof, the undersigned has affixed her signature and the corporate seal.

Barbara L. Mauro
Board Secretary

Date of signature