

**MASTER PROFESSIONAL SERVICES AGREEMENT  
STANDARD TERMS & CONDITIONS**

The following Standard Terms and Conditions, together with the attached scope of services dated November 15 2022 (the "Services"), constitute the terms of this agreement for professional and/or engineering services ("Agreement") between Woodard & Curran, Inc. (referred to herein as "Consultant"), with an address of 2175 N. California Blvd, Suite 315, Walnut Creek, CA 94596, and Del Puerto Water District ("Client"), with an address of 17840 Ward Avenue, Patterson, CA 95363, with respect to the performance of the Services and any additional or future agreed upon scopes of services that reference and incorporate this Agreement. The parties shall be individually and collectively referred to herein respectively as a "Party" or the "Parties".

WHEREAS, it is the desire of the Client to contract with the Consultant for the Services; and Consultant desires to perform the Services.

NOW THEREFORE, the parties hereto agree as follows:

**1. The Services. Consultant shall perform the Services described in the attached proposal.**

- 1.1 Assumptions. The Consultant's Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the attached proposal.
- 1.2 Change in Scope of Services. Client may, at any time, by written order, request changes to the scope of Services or work to be performed. If the scope of Services is changed in a manner that will increase or decrease Consultant's costs or the time required to perform the Services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

**2. Consultant's Responsibilities**

- 2.1 Consultant shall be responsible for the following:
  - 2.1.1 Consultant will perform all work in accordance with the scope of Services set forth in the attached proposal.
  - 2.1.2 Consultant will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered. No warranty, express or implied, is made or intended by Consultant's undertaking herein or its performance of services, and it is agreed that Consultant is not a fiduciary or municipal advisor to the Client.
  - 2.1.3 Consultant shall make reasonable professional efforts to comply with all applicable laws and regulations applicable to Consultant's performance of the Services.
  - 2.1.4 Consultant shall assign a project manager to act as Consultant's representative with respect to the Services to be rendered under this Agreement.
  - 2.1.5 Consultant shall have and maintain all applicable professional licenses and permits required to perform the Services.
  - 2.1.6 When providing technology-based services, Consultant shall maintain a data-security program that is consistent with industry standards, and will use processes and tools readily available in the marketplace. The parties recognize that due to constant advancements and rapidly changing risks inherent in the field of data technology, which are beyond the control of Consultant and Client, as long as Consultant observes the standard of care, Consultant is not responsible for any damages, claims, incidents pertaining to said data-security program.

**3. Client's Responsibilities**

- 3.1 Client shall do the following in a timely manner so as not to delay the services of Consultant:
  - 3.1.1 Designate in writing a person to act as Client's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, and interpret and

define Client's policies and decisions with respect to Consultant's Services. Such person shall have complete authority to bind Client financially with respect to the payment of the Services to be rendered under this Agreement.

3.1.2 Provide all criteria and full information as to Client's requirements for the project relative to the scope of Services (the "Project"), including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which Client will require to be included in any drawings and specifications.

3.1.3 Provide Consultant with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Consultant shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the Services under this Agreement.

3.1.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Consultant; and provide written comments within a reasonable time so as not to delay the Services of Consultant.

3.1.5 Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that may affect the Services or timing of the Services.

3.1.6 Ensure Consultant, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Services.

3.1.7 If applicable, retain its own Independent Registered Municipal Advisor ("IRMA") pursuant to the Municipal Advisor Rule of the Securities and Exchange Commission, and rely upon such advisor, it being the understanding that Consultant is not providing the services of an IRMA.

#### **4. Subcontracts**

4.1 If requested by Client, the Consultant will recommend that the Client engage the services of laboratories, testing services, subconsultants, or third parties in connection with the Project. Payment to these third parties will be made directly by the Client and the Consultant is not responsible for the Client's use of such third parties or for such third parties' means and methods and will not be liable for their errors or omissions.

4.2 In the alternative, Consultant may subcontract any portion of the Services to a subcontractor, and the Consultant will add a 10% surcharge on invoices paid directly by the Consultant for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Consultant's monthly invoices submitted to Client.

#### **5. Billing and Payment**

5.1 Client shall pay Consultant in accordance with the payment methods, rates, and charges set forth in the scope of Services set forth in the proposal or otherwise agreed upon. Consultant will submit monthly invoices for services rendered and expenses incurred during the previous period.

5.2 Payment will be due upon receipt of Consultant's invoice. Payments due Consultant and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month and as permitted by applicable local law until paid in full. In the event that Consultant is compelled to take action to collect past due payments, the Client will reimburse Consultant for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.

5.3 If applicable, Reimbursable Expenses include actual expenditures made by Consultant, including, but not limited to:

5.3.1 transportation and living expenses incurred in connection with travel on behalf of the Client;

5.3.2 overnight or priority postage and costs for special handling of documents;

5.3.3 renderings and models requested by the Client;



- 5.3.4 expense of overtime work requiring higher than regular rates;
  - 5.3.5 automobile expenses for personal vehicles at the prevailing Internal Revenue Service (IRS) reimbursement rate, plus toll charges, for travel in conduct of the work, or rental of vehicles plus gasoline and toll charges for traveling to conduct the work;
  - 5.3.6 use of company field vehicle will be charged according to Consultant's current rates;
  - 5.3.7 charges for materials and equipment provided directly by Consultant will be billed according to Consultant's current rates;
  - 5.3.8 purchase or rental of specialized equipment and other supplies necessary to conduct the work;
  - 5.3.9 computer, drafting, typing and other services or labor provided by outside contract personnel or vendors.
- 5.4 If applicable, Miscellaneous Direct Expenses will be billed to the Client's project(s) each month at 3% (or as otherwise set forth in the scope of Services) of the current month's labor fee (including project contract labor fee) to compensate Consultant for expenditures for miscellaneous administrative costs such as production and communication/technological expenses incurred on the Client's project(s).
- 5.5 If the Project is suspended or abandoned in whole or part, Consultant shall be compensated for all services performed prior to receipt of written notice from the Client of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Consultant's compensation shall be equitably adjusted between the Client and Consultant.
- 5.6 No deductions shall be made from Consultant's compensation on account of sums withheld from payments to contractors, nor shall payment to Consultant be contingent upon financing arrangements or receipt of payment from any third party.
- 5.7 If the Client fails to make payment when due Consultant for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Consultant may, upon seven days' written notice to Client, suspend performance of the Services under this Agreement. Unless payment in full is received by Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of Services, Consultant shall have no liability to Client for delay or damage caused to Client or others because of such suspension of Services.
- 5.8 If Client objects to all or part of any invoice, Client shall notify Consultant in writing within two weeks of the date of the invoice, and shall pay the portion of the invoice in accordance with Paragraph 5.2. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Consultant, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.
- 5.9 If circumstances or conditions not originally contemplated or known to Consultant are revealed and affect the Services, compensation, schedule, allocation of risks or other material terms of this Agreement, Consultant shall be entitled to an appropriate adjustment in its schedule, compensation or other terms of the Agreement in accordance with its standard rates. Changed conditions include, but are not limited to, the following: (i) change in the instructions or approvals given by Client that necessitate revisions in the instruments of service; (ii) decisions of the Client not rendered in a timely manner; (iii) significant change in the Project including, but not limited to, size, quality, complexity, Client's schedule or budget, or procurement method; (iv) failure of performance on the part of the Client or the Client's consultants or contractors; (v) revision of documents (drawings and/or specifications) to reflect construction cost modifications; (vi) modifications to any construction phase drawings and specifications due to changes in program, size, quality, complexity, schedule, construction cost, financing, or method of bidding; (vii) additional program, feasibility or planning studies for this or other project sites; or (viii) enactment or revision of codes, laws or regulations or official interpretations which necessitate changes to the Services.

## **6. Ownership and Use of Documents**

- 6.1 All documents including drawings and specifications prepared or furnished by Consultant (and Consultant's subcontractors and subconsultants) pursuant to this Agreement are instruments of service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client; however, such documents are not intended nor represented to be suitable for reuse by Client or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates, subcontractors and consultants, and Client shall defend and indemnify Consultant from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any verification or adaptation will entitle Consultant to further compensation rates to be agreed upon by Client and Consultant.
- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Consultant's rights under this section.

## **7. Limitation of Liability**

- 7.1 The total liability, in the aggregate, of Consultant and Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents, subcontractors and subconsultants, and any of them, to Client and any one claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Consultant's Services, the Project or this Agreement, from any cause or causes whatsoever shall not exceed the greater of two times the fee for the applicable Services or the total insurance proceeds paid on behalf of or to Consultant by Consultant's insurers in settlement or satisfaction of Client's claims under Consultant's applicable insurance policies subject to the minimum stated policy limits set forth herein. This limitation shall apply regardless of available insurance coverage, cause(s) or theories of liability, including but not limited to, the negligence, errors, omissions, strict liability, breach of contract, or breach of warranty of Consultant or Consultant's affiliates, subsidiaries, parent, officers, directors, employees, agents or subcontractors or subconsultants, or any of them. Client may negotiate a higher limitation for additional consideration.
- 7.2 Neither Party shall be responsible or held liable to the other for special, punitive, exemplary, indirect, incidental or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or Client's existing property, however the same may be caused.

## **8. Insurance**

- 8.1 Consultant is protected by Workers' Compensation Insurance in statutory amounts; General Liability Insurance of \$1,000,000 per occurrence and \$2,000,000 in the aggregate; and Professional Liability Insurance of \$1,000,000 per claim and in the aggregate. Consultant will furnish client a certificate of insurance, upon written request, evidencing such coverage and limits, and list Client as a certificate holder. The Client and Consultant waive all of their and their respective insurers' rights of subrogation against each other to the extent any loss is covered by their applicable insurance policies. Furthermore, the Client shall require that any of its retained subcontractors list the Consultant as an additional insured on their applicable insurance policies, and that such subcontractors and their insurers waive their rights of subrogation against Consultant.

## **9. Indemnification Hold Harmless**

- 9.1 Consultant agrees to indemnify and hold Client, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in a judgment, or damages ("Losses") to the proportionate extent such Losses are caused by Consultant's negligent acts or negligent omissions.
- 9.2 Client agrees to indemnify and hold Consultant, its affiliates, subsidiaries, directors, shareholders, and employees harmless from and against all third-party claims resulting in Losses to the proportionate extent such Losses are caused by Client's negligent acts or negligent omissions.



## 10. Delays/Force Majeure

10.1 Neither Party shall hold the other Party responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other Party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include but not be limited to weather affecting performance of services, floods, epidemics, pandemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either Party, make this Agreement subject to termination or to renegotiation. Both parties acknowledge that Consultant does not have control over the review and approval times required by any public authorities that may have jurisdiction over the Project and any Project times shall be equitably adjusted by the parties to account for such review and approval process.

## 11. Estimates of Opinions of Cost

11.1 If applicable, any estimates or opinions of Project or construction costs are provided by Consultant on the basis of Consultant's experience and qualifications as a Consultant and represents its best judgment as an experienced and qualified Consultant familiar with the construction industry. Since Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bid or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Consultant. Similarly, since Consultant has no control over building operation and/or maintenance costs, Consultant cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Consultant. No fixed limit of construction costs is established as a part of this Agreement.

## 12. Notice

12.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal service, postage prepaid, and addressed to the other Party at the address set forth in the first paragraph of this Agreement. Notices may also be given by personal delivery or sent via a regionally recognized overnight carrier (i.e. FedEx, UPS). Notices shall be deemed given when delivered.

## 13. Dispute Resolution

13.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any Party may give the other Party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the Project personnel involved in the Controversy shall, within five business days after delivery of such notice, establish a plan to meet at a mutually acceptable time and place no later than ten business days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either Party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence.

13.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at a Consultant's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.



## 14. Termination

- 14.1 Either Party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written notice to the other Party ("Notice of Termination"). The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, Client shall pay Consultant for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.
- 14.2 Either Party shall have the right to terminate this Agreement for cause if the other Party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A notice containing specific reasons for termination ("Notice of Default") shall be sent to the defaulting Party, and both Parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting Party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting Party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting Party diligently prosecutes curing such default to completion (provided that such provision shall not apply to Client's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the Parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

## 15. Health and Safety

- 15.1 Consultant and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Consultant determines in its sole discretion to be unsafe or unhealthy, Consultant shall have the option to stop work immediately and inform Client of unacceptable health and safety conditions, and both Parties shall enter into good faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Consultant may terminate this Agreement in accordance with Paragraph 14.1.
- 15.2 Consultant will not implement or be responsible for health or safety procedures for any other persons other than for its own employees. Consultant shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of Client or other contractors. Unless otherwise agreed in the scope of Services, Consultant's observation and testing of portions of the work of other parties on a Project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications, and health and safety requirements. Client agrees to notify such contractors or other parties accordingly.

## 16. Construction Contract Responsibilities

- 16.1 Where the scope of Services includes the performance of any Services during the construction phase of the Project, Consultant and Client agree to the following:
- 16.1.1 It is understood that the purpose of any such services (including any visits to the Project site) will be to enable Consultant to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the Client with a greater degree of confidence that the completed work of Client's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Consultant shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Consultant have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Consultant does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents. Client shall include a requirement in all construction phase contracts requiring that the Contractor(s) shall indemnify, defend and hold the Consultant harmless from any and all claims, demands, causes of action, damages, costs, fines,



penalties and expenses, including attorneys' fees, property damage, environmental damage, bodily injury, personal injury, losses, or liability based on, arising out of or alleged to arise from the Contractor's(s') performance of the work described in the construction phase contracts.

16.1.2 If Consultant's contract with the Client so requires, Consultant shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Consultant's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

## 17. Environmental Conditions and Subsurface Risks

17.1 Where the scope of Services includes or requires on-site work, visits, investigations, or explorations, Consultant and Client agree to the following:

17.1.1 Hazardous Substances. Client acknowledges that Consultant has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "Hazardous Substance"), or dangerous condition at the Project site. Consequently, Client agrees to defend, indemnify and hold Consultant harmless from and against any and all claims, damages, losses, fines, suits or causes of action relating to personal injury, property damage, non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent that such claims are based on or arise from the existence or release of any Hazardous Substances.

17.1.2 Client's Duty to Notify Consultant of Hazards. Client shall provide Consultant with all information known to Client with respect to the existence or suspected existence of any Hazardous Substances at, on, or in close proximity to the Project site. Client will advise Consultant immediately of any information which comes into Client's possession regarding the existence of any such potentially hazardous substances, or any condition known to Client to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

17.1.3 Consultant shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

17.1.4 Control of Project Site. Client acknowledges that it is now and shall remain in control of the Project site at all times. Consultant shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Consultant does not, by entry into an agreement with Client or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Consultant's performance of any work at the Project site.

17.1.5 Right of Entry. Unless otherwise agreed, Client will furnish right-of-entry on the land for Consultant to make the planned borings, explorations, or field tests. Consultant will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Consultant's operations, or the operations of any person or entity engaged by Consultant in the performance of the Services under this agreement. If Consultant is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Consultant's fee.

17.1.6 Subsurface Risks. Client recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Consultant properly inferred to exist between sampling points may differ significantly from those that actually exists. The Client acknowledges these risks.

17.1.7 Consultant will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Consultant will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and Client. So long as Consultant observes such standard of care, Consultant will not be responsible for any unavoidable damage, injury, or interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Consultant's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Consultant by Client or by any other party, or which could not have been reasonably identified by Consultant.

## 18. Samples

18.1 Where the scope of Services involves the collection of non-hazardous or hazardous samples, Consultant and Client agree to the following:

18.1.1 Non-Hazardous Samples. Consultant will dispose of all soil, rock, water, and other samples thirty (30) days after submission of Consultant's initial report. Client may request, in writing, that any such samples be retained beyond such date, and in such case Consultant will ship such samples to the location designated by Client, at Client's expense. Consultant may, upon written request, arrange for storage of samples at Consultant's offices at mutually agreed storage charges. Consultant will not give Client prior notice of intention to dispose of samples.

18.1.2 Hazardous Samples. Although the Client shall have the obligation to dispose of any "hazardous" samples, if samples collected from the Project site contain substances defined as "hazardous" by federal, state, or local statutes, regulations, codes, or ordinances, Consultant shall, at its option, have the right to: (1) dispose of samples by contract with a qualified waste disposal contractor; (2) in accordance with Client's written directions, ship such samples by an appropriately licensed transporter to a licensed disposal site; or (3) return such samples by an appropriately licensed transporter, to Client. Client shall pay all costs and expenses associated with the collection, storage, transportation, and disposal of samples. If Client requests in writing, that any such sample be retained for a period in excess of thirty (30) days, Consultant will store such samples at Client's expense and Client will pay an additional fee as charged by Consultant in accordance with its standard laboratory schedule for storage of samples of a "hazardous substance."

## 19. Miscellaneous

- 19.1 This Agreement shall be governed and construed in accordance with the laws of the state where the Project is located.
- 19.2 Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the state where the Project is located, and each Party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.
- 19.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.
- 19.4 The Client and Consultant respectively, bind themselves, their partners, successors, assigns and legal representatives to the other Party to this Agreement and to the partners, successors, assigns and legal representatives of such Party with respect to all covenants of this Agreement. Neither the Client nor Consultant shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.
- 19.5 This Agreement represents the entire and integrated Agreement between the Client and Consultant, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both Client and Consultant.



19.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

19.7 The parties acknowledge and agree that, due to local licensing and other laws and regulations, Consultant may be required to perform services in the name of an affiliate or subsidiary for certain jurisdictions, primarily:

- a) Ohio, North Carolina, Virginia, Michigan, Vermont – Woodard & Curran Engineering and Geological Services, P.A.
- b) New York – Woodard & Curran Engineering and Geological Services, P.A. P.C.

In the event Client requests services in the states identified above, the parties agree and acknowledge that the requested services may be performed in the name of the affiliate or subsidiary identified above under the terms and conditions of this Agreement.

(Signatures on next page)



IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below

**CONSULTANT:**

**WOODARD & CURRAN, INC.**

By: \_\_\_\_\_

Printed: Andy Neal

Title: Senior Vice President

Thereunto duly authorized

Date: \_\_\_\_\_

**CLIENT:**

**Del Puerto Water District**

By: \_\_\_\_\_

Printed: Anthea Hansen

Title: General Manager

Thereunto duly authorized

Date: \_\_\_\_\_

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**Orestimba Creek Recharge and Recovery Expansion Project  
Small Storage Grant Program Application**

Project Objective:

The Orestimba Creek Recharge & Recovery project is a joint effort between Del Puerto Water District (DPWD) and the Central California Irrigation District (CCID) to provide excess surface water into a 20-acre groundwater recharge facility near Orestimba Creek that would allow the recharge of 500 acre-feet per year of surface water from the Delta-Mendota Canal. The Project includes five main components: (1) Securing a temporary and permanent water rights from Orestimba Creek, (2) Constructing diversion facilities and pipelines between Orestimba Creek, the DMC, and the recharge ponds, (3) Constructing recharge ponds (4) Developing recovery wells and associated pipelines, and (5) Conducting geotechnical and soil investigations to help determine the final design and delineate aquatic resources.

In addition to supporting the Water Rights application process (through a separate Agreement with CCID), Woodard & Curran has been tasked with developing a Grant Application, building off of the Feasibility Report developed under a separate Agreement, to support a grant funding opportunity under the U.S. Bureau of Reclamation's Small Surface Water and Groundwater Storage Projects Program.

Scope of Services:

Develop and Submit the Grant Application:

1. Completion of Federal Forms:
  - a. SF-424
  - b. SF-424C
  - c. SF-424D
  - d. SF-LLL
  - e. OMB Form 4040-0019
2. Technical Proposal:
  - a. Develop an Executive Summary – one paragraph summary of the work, including how funds will be used to accomplish specific project activities
  - b. Technical Project Description – overview of the project in its entirety to permit a comprehensive evaluation of the proposal
  - c. Evaluation Criteria – copy/paste evaluation criteria from Feasibility Study and update for Grant App requirements
3. Project Budget:
  - a. Funding Plan – Summarize funding sources
  - b. Budget Proposal – Detail project costs using Reclamation budget Table 2 form provided with NOFO
  - c. Budget Narrative – Discuss items included in budget proposal
4. Development of Other "Recommended" Materials – materials to be provided by DPWD/CCID. W&C to compile check and compile.
5. Report Compilation, Graphics, Administration
6. QA/QC
7. Project Management

Fee:

Woodard & Curran will provide the above Scope of Services based on a Time & Materials budget using current billing rates for an amount Not to Exceed \$26,430 without prior written authorization. A separate fee will be negotiated to respond to comments on the Feasibility Study, which is outside of the scope of this Grant Application.

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**Del Puerto Water District  
Orestimba Creek SSW&GSP Grant Application**

**DRAFT**

**Fee Estimate**

Tasks	Labor				Total Hours	Total Labor Costs (1)	Total Fee
	Senior Technical Leader	Project Engineer 2	Engineer 2				
	PIC/PM \$330	PE2 \$260	E2 \$205				
<b>Task 1: Grant Application</b>							
Completion of Federal Forms: SF-424, SF-424C, SF-424D, SF-LLL, OMB Form 4040-0019	2	2		4	\$1,180	\$1,180	
Technical Proposal: Executive Summary, Project Description, Evaluation Criteria	8	12	16	36	\$9,040	\$9,040	
Project Budget: Funding Plan, Budget Proposal, Budget Narrative	8	16	16	40	\$10,080	\$10,080	
Review of Other "Recommended" Materials	1	1		2	\$590	\$590	
Report Compilation, Graphics, Administration		4	4	8	\$1,860	\$1,860	
QA/QC	4	4		8	\$2,360	\$2,360	
Project Management	4			4	\$1,320	\$1,320	
<b>Subtotal Task 1:</b>	<b>27</b>	<b>39</b>	<b>36</b>	<b>102</b>	<b>\$26,430</b>	<b>\$26,430</b>	
<b>TOTAL</b>	<b>27</b>	<b>39</b>	<b>36</b>	<b>102</b>	<b>\$26,430</b>	<b>\$26,430</b>	

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 10%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 10%.
4. W&C reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.





V. B

**RESOLUTION AUTHORIZING AN APPLICATION TO THE BUREAU OF RECLAMATION'S SMALL SURFACE WATER AND GROUNDWATER STORAGE PROJECTS FOR FY 2023**

WHEREAS, the District desires to construct diversion and conveyance structures, recharge ponds, and recovery wells to capture and infiltrate stormwater flows from the Orestimba Creek and flows from the Delta-Mendota Canal to provide conjunctive use of up to 15,000 acre-feet (AF) of stormwater and surface water. Approximately 560 AFY, up to a maximum of approximately 4,000 AF of stormwater flows from the Orestimba Creek will be captured and diverted to accomplish groundwater recharge through the recharge ponds, reduce flood risks in the surrounding disadvantaged communities (DACs) and economically distressed areas (EDAs) that experience extreme flood hazards, and reduce pollutant loading from high sediment concentration in the Orestimba Creek and downstream San Joaquin River during storm events. The District desires to obtain a grant from the Bureau of Reclamation's Small Surface Water and Groundwater Storage Projects for such purposes.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That, after review, the Board approves of the technical proposal titled "Orestimba Creek Recharge and Recovery Expansion Project".
2. That the District submit an application to the Bureau of Reclamation for a grant to be funded from the Small Surface Water and Groundwater Storage Projects for FY 2023, for the aforementioned proposal.
3. That the District provide the additional funding specified in the funding plan of the proposal.
4. That the District will work with Reclamation to meet the established deadlines for entering into a grant agreement.
5. That Anthea G. Hansen, General Manager of the District, is hereby authorized and directed to submit such application with the Bureau of Reclamation.

BE IT FURTHER RESOLVED:

That Anthea G. Hansen, General Manager of the District, is hereby authorized to execute the resultant grant funding agreement, and any amendments thereof, for the purpose of securing grant funds.

PASSED AND ADOPTED this 16th day of November, 2022 at a special meeting of the Board of Directors.

\_\_\_\_\_

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William Koster, President

Attest:

\_\_\_\_\_  
Anthea G. Hansen, Secretary

\*\*\*\*\*

I HEREBY CERTIFY that the foregoing is the resolution of said District as duly passed and adopted by said Board of Directors at a meeting thereof duly called and held on this 16th day of November, 2022.

\_\_\_\_\_  
Anthea G. Hansen, Secretary

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V1.C.

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 16th day of November, 2022, between "Del Puerto Water District" ("Consultant") and **STANISLAUS COUNTY** ("Client") on behalf of the North-Western GSA. Client and Consultant are hereinafter referred to individually as "Party" and jointly as "Parties".

### **Article 1. Services to be Performed by Consultant**

Consistent with industry practice and in conjunction with Client and Client's other contractors (if any), Consultant will perform tasks as assigned by Client consistent with the Scope of Services submitted by the Consultant and provided as **Attachment A**.

### **Article 2. Term of Agreement**

This Agreement shall become effective when executed by the Parties and shall remain in effect until terminated as provided herein. This Agreement may be terminated by either Party with 30 days written notice. In the event that Client terminates this Agreement, Consultant agrees to use reasonable efforts to mitigate its expenses and obligations hereunder. Client shall pay for all services performed by Consultant and services and/or equipment procured by Consultant, on behalf of the Client, prior and up through the date of termination of this Agreement.

### **Article 3. Compensation**

In consideration for the services to be performed by Consultant, Client shall pay Consultant for services provided at the rates shown in **Attachment B**, which shall be updated annually on July 1.

Client shall also pay any and all reasonable and necessary expenses incurred by Consultant on behalf of Client in connection with the services described in this Agreement. Such expenses shall include, but are not limited to, travel, telephone, and reproduction. Travel by personal automobile will be reimbursed at the rate currently authorized by the IRS, or such other rate as mutually agreed to by the Parties in writing.

Consultant shall submit to Client a monthly statement of services rendered as soon as practical after the end of the month. Client agrees to pay the amount due to Consultant for services within thirty (30) days of the invoice. Past due balances shall be charged interest at the rate of one and one-half percent (1.5%) per month.

Should Client fail to pay Consultant all or any part of the compensation set forth in Article 3 of this Agreement on the date due, Consultant, at Consultant's option, may terminate this Agreement if the failure to pay is not remedied by Client within ten (10) days from the date notice is given to Client that payment is past due.

#### **Article 4. Obligations of Consultant**

Consultant shall perform work in a professional manner and with due diligence. All services performed, and all reports, studies, or other documents prepared under this Agreement are the property of the Client and will be held in strict confidence.

Consultant shall provide services to Client as an independent contractor, not as an employee of Client. Consultant shall not have or claim any right arising from employee status.

Consultant shall not discuss the subject matter of this Agreement with any party without prior approval of Client, with the exception of SLDMWA personnel or any person designated to perform duties related to the Northern and Central Delta-Mendota GSP.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Client.

#### **Article 5. Obligations of Client**

Client agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Consultant.

#### **Article 6. Liability and Insurance**

Consultant shall not be liable to Client for incidental or consequential damages.

Nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

#### **Article 7. General Provisions**

This Agreement may be modified at any time only by a written agreement executed by the Parties.

No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall be binding unless executed in writing by the Party making the waiver.

This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, personal representatives, heirs and legal representatives.





To the fullest extent permitted by law, Consultant will indemnify and hold harmless the Patterson Irrigation District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons arising out of the negligent performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultants' employees for damages to persons or property except for the sole negligence or willful misconduct of the Patterson Irrigation District, its directors, officers, employees, or authorized volunteers.

This Agreement has been finally executed and delivered in the State of California and all matters affecting its validity and construction shall be determined according to the laws of that State. In the event of litigation or arbitration, the exclusive venue and place of jurisdiction shall be in the State of California.

This Agreement, and any Exhibits to this Agreement, constitute the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the date and year set forth above.

Del Puerto Water District

Stanislaus County

Anthea G. Hansen, General  
Manager

Christy McKinnon  
Water Resources Manager

Date: 11/16/22

Date:

## ATTACHMENT A

### SCOPE OF WORK

Del Puerto Water District is pleased to offer this proposal to provide SGMA Water Quality Sampling services to Stanislaus County. Wells selected for monitoring in the GSP will be sampled and tested in a State-certified analytical laboratory on an annual frequency (between May and August each year) for water quality parameters described in the Northern & Central Delta-Mendota GSP. Electrical conductivity, pH, and temperature will be measured in the field whereas constituents requiring lab analysis will be analyzed by a certified analytical laboratory. The North-Western GSA has 1 well (P259-1) selected for Water Quality monitoring.

DPWD will rent the requisite submersible pump from Geotech Environmental. DPWD will follow the QAPP in the GSP and submit the field data sheets, COCs , and water quality results to the GSA 's and to the San Luis and Delta-Mendota Water Authority for inclusion in the GSP Annual Report prior to August 31<sup>st</sup> of each year.

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ATTACHMENT B

**ESTIMATED CONSULTANT FEE SCHEDULE**

Renting Equipment	\$310 per week	1 week	\$310
Equipment Shipping	\$75 per period	1	\$75
Lab Sampling	\$45 per site	1 sites	\$45
Lab Shipping	\$60 per period	1	
Staff Time	\$61.27 per hour	2 hours	\$123
Sub-Total			<b>\$553</b>
15%			\$82.88
<b>Total</b>			<b>\$635.42</b>

\*Staff hours estimated based on 2 hours per monitoring well.

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VI.D.

**PROFESSIONAL SERVICES AGREEMENT**

THIS AGREEMENT is made this 16th day of November, 2022, between "Del Puerto Water District" ("Consultant") and **PATTERSON IRRIGATION DISTRICT** ("Client"). Client and Consultant are hereinafter referred to individually as "Party" and jointly as "Parties".

**Article 1. Services to be Performed by Consultant**

Consistent with industry practice and in conjunction with Client and Client's other contractors (if any), Consultant will perform tasks as assigned by Client consistent with the Scope of Services submitted by the Consultant and provided as **Attachment A**.

**Article 2. Term of Agreement**

This Agreement shall become effective when executed by the Parties and shall remain in effect until terminated as provided herein. This Agreement may be terminated by either Party with 30 days written notice. In the event that Client terminates this Agreement, Consultant agrees to use reasonable efforts to mitigate its expenses and obligations hereunder. Client shall pay for all services performed by Consultant and services and/or equipment procured by Consultant, on behalf of the Client, prior and up through the date of termination of this Agreement.

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Client shall also pay any and all reasonable and necessary expenses incurred by Consultant on behalf of Client in connection with the services described in this Agreement. Such expenses shall include, but are not limited to, travel, telephone, and reproduction. Travel by personal automobile will be reimbursed at the rate currently authorized by the IRS, or such other rate as mutually agreed to by the Parties in writing.

Consultant shall submit to Client a monthly statement of services rendered as soon as practical after the end of the month. Client agrees to pay the amount due to Consultant for services within thirty (30) days of the invoice. Past due balances shall be charged interest at the rate of one and one-half percent (1.5%) per month.

Should Client fail to pay Consultant all or any part of the compensation set forth in Article 3 of this Agreement on the date due, Consultant, at Consultant's option, may terminate this Agreement if the failure to pay is not remedied by Client within ten (10) days from the date notice is given to Client that payment is past due.

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#### **Article 4. Obligations of Consultant**

Consultant shall perform work in a professional manner and with due diligence. All services performed, and all reports, studies, or other documents prepared under this Agreement are the property of the Client and will be held in strict confidence.

Consultant shall provide services to Client as an independent contractor, not as an employee of Client. Consultant shall not have or claim any right arising from employee status.

Consultant shall not discuss the subject matter of this Agreement with any party without prior approval of Client, with the exception of SLDMWA personnel or any person designated to perform duties related to the Northern and Central Delta-Mendota GSP.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Consultant without the prior written consent of Client.

#### **Article 5. Obligations of Client**

Client agrees to comply with all reasonable requests of Consultant and provide access to all documents reasonably necessary to the performance of Consultant's duties under this Agreement.

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Client without the prior written consent of Consultant.

#### **Article 6. Liability and Insurance**

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Nothing in this Agreement shall be construed to create a duty to, any standard of care with reference to, or any liability to any person not a party to this Agreement.

#### **Article 7. General Provisions**

This Agreement may be modified at any time only by a written agreement executed by the Parties.

No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof shall constitute a waiver of any such breach or any other covenant, agreement, term or condition. No waiver shall be binding unless executed in writing by the Party making the waiver.

This Agreement shall be binding upon and inure to the benefit of the Parties, their successors, assigns, personal representatives, heirs and legal representatives.

To the fullest extent permitted by law, Consultant will indemnify and hold harmless the Patterson Irrigation District, its directors, officers, employees, or authorized volunteers from all claims and demands of all persons arising out of the negligent performance of the work or the furnishing of materials; including but not limited to, claims by the Consultant or Consultants' employees for damages to persons or property except for the sole negligence or willful misconduct of the Patterson Irrigation District, its directors, officers, employees, or authorized volunteers.

This Agreement has been finally executed and delivered in the State of California and all matters affecting its validity and construction shall be determined according to the laws of that State. In the event of litigation or arbitration, the exclusive venue and place of jurisdiction shall be in the State of California.

This Agreement, and any Exhibits to this Agreement, constitute the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement on the date and year set forth above.

Del Puerto Water District

Patterson Irrigation District

Anthea G. Hansen, General  
Manager

General Manager

Date: 11/16/22

Date:

## ATTACHMENT A

### SCOPE OF WORK

Del Puerto Water District is pleased to offer this proposal to provide SGMA Water Quality Sampling services to Patterson Irrigation District. Wells selected for monitoring in the GSP will be sampled and tested in a State-certified analytical laboratory on an annual frequency (between May and August each year) for water quality parameters described in the Northern & Central Delta-Mendota GSP. Electrical conductivity, pH, and temperature will be measured in the field whereas constituents requiring lab analysis will be analyzed by a certified analytical laboratory. Patterson Irrigation District has 3 wells (MW 1, MW 2, and Poplar) selected for Water Quality monitoring.

DPWD will rent the requisite submersible pump from Geotech Environmental. DPWD will follow the QAPP in the GSP and submit the field data sheets, COCs , and water quality results to the GSA's and to the San Luis and Delta-Mendota Water Authority for inclusion in the GSP Annual Report prior to August 31<sup>st</sup> of each year.



ATTACHMENT B

**ESTIMATED CONSULTANT FEE SCHEDULE**

Renting Equipment	\$620 per week	1 week	\$620
Equipment Shipping	\$150 per period	1	\$150
Lab Sampling	\$45 per site	3 sites	\$135
Lab Shipping	\$60 per period	1	
Staff Time	\$61.27 per hour	6 hours	\$368
Sub-Total			<b>\$1,273</b>
15%			\$190.89
<b>Total</b>			<b>\$1,463.51</b>

\*Staff hours estimated based on 2 hours per monitoring well.

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# DEL PUERTO WATER DISTRICT

## Rules and Regulations for Water Service

### I. WATER APPLICATION & CERTIFICATION REQUIREMENTS

As a pre-condition to the receipt of water, each landowner and each lessee/tenant where applicable (herein called "landowner/wateruser") is required to submit to the District, on an annual basis, a fully executed:

#### A. WATER AVAILABILITY APPLICATION

Each landowner/wateruser must agree in writing to subscribe to and be bound by these Rules and Regulations and to provide payment to the District of all sums necessary for the purchase and delivery of his/her pro rata share of the District's Water Supply and other supplies as requested; and

#### B. LANDHOLDING UPDATE FORM(S)

Each landowner/wateruser must provide the District with information, prior to each water year or as requested, describing, among other things, owned and/or leased lands (Landholdings). Subsequent Landholding changes are required to be noticed to the District within (30) days of their occurrence. Recorded Grant deeds shall be the basis for establishing ownership changes; Executed leases shall be the basis for establishing tenancies. In a case where there may be multiple beneficial owners within a legal entity (i.e. a Corporation, Partnership or an LLC), the District may request proof of such interests in order to establish voting percentages.

### II. CVP CONTRACT ALLOTMENT

The District's water supply is allocated on an equal-share-per-irrigable-acre basis regardless of cropping pattern.

- The District will allot to its users the water supplies allocated to it under its contract with the U S Bureau of Reclamation (USBR) based on the Bureau's February declaration of water to be made available to the District. This allotment will be revised as necessary to reflect any subsequent changes in contract supplies made available to the District by the USBR.
- Water so allotted will be called "CVP Contract Allotment".
- **Prior to March 31<sup>st</sup> of each year, a wateruser may elect to reduce his/her Allocated Water supply for the current water year conditioned on a certification that groundwater will not be used in lieu of the reduced allocation. The reduced allocation shall become the user's Allocated Water for the remainder of the water year.**

### III. NORTH VALLEY REGIONAL RECYCLED WATER PROGRAM (NVERRWP) ALLOTMENT

Prior to each Water Year, the District will estimate a quantity of supply available to each irrigable acre regardless of cropping pattern. Administrative procedures for implementing the NVERRWP will be subject to annual approval by the District's Board of Directors, and will generally include the establishment of a rate for the current year's estimated NVERRWP supply, which is to be paid as an assessment (i.e. the "NVERRWP Assessment"), and procedures for allocating and making the supply available for use.





**IV. ADDITIONAL WATER**

- "Additional Water" is water that a wateruser requests in addition to his/her CVP Contract Allotment.
- The District will attempt to meet all wateruser requests for Additional Water.
- The Board of Directors shall annually establish terms regarding the cost, apportionment, and payment requirements for Additional Water.
- The District may also enter into and administer agreements with certain District landowners who have, on a long term basis, subscribed to and contracted for additional water supplies (beyond such Additional Water) under the terms and conditions of recorded water service contracts.

**V. WATER YEAR**

The District's Water Year runs from March 1 of each year through the last day of February of the following year.

**VI. WATER PURCHASE OBLIGATION**

**A. PAYMENT FOR ALLOCATED WATER**

The CVP Contract Allotment shall be paid for at rates annually established by the Board of Directors based on the information then available to the District, following the billing procedures set in Article VII below.

**B. OTHER WATER SUPPLIES, TRANSFERS, RESCHEDULING AND STORAGE**

The Board may acquire other water supplies, may provide for the annual transfer of water allocated to each landowner, may facilitate annual opportunities for Rescheduling of supplies from one Water Year to the next, and may provide for transportation and/or storage of water obtained from other sources, including groundwater. Such other water supplies, annual transfers, Rescheduling, and transportation/storage shall be administered by the District under separate annual policies, programs, and/or contracts. Any landowner/wateruser interested in such policies, programs, or contracts should contact the District.

**C. COST ADJUSTMENTS**

The District will bill for services provided under "A" and "B" above based on rates approved by the Board of Directors. However, there may be subsequent adjustments to such rates and charges when the actual costs of the acquired supplies become known.

**D. LANDOWNER RESPONSIBILITY**

- While reasonable efforts will be made by the District to collect from tenants, unpaid water tolls shall remain the responsibility of the landowner. District management shall make an effort to notify landowners that tenants have unpaid water tolls within 15 days of any delinquency.
- Waterusers with unpaid water tolls shall be subject to discontinuation of water deliveries until such time as these debts are cleared or payment arrangements have been made. In addition to other remedies available to the District, unpaid Water Availability Charges, Water Cost Prepayments and Other Water Charges and Assessments shall constitute a lien on the land.

**VII. BILLING PROCEDURES**

Billing Statements detailing current obligations based on the then-current water allotments and rates set by the Board of Directors will be provided prior with the start of the Water Year. No water will be delivered until all assessments and charges have been paid.





**A. WATER AVAILABILITY CHARGE**

- The District's General and Administrative Budget is funded through a Water Availability Charge that is charged to all irrigable lands within the District on a per-acre basis.
- The rate for the Water Availability Charge is established annually by the Board of Directors.
- The Water Availability Charge is due on March 1 and becomes delinquent on March 31 of each Water Year. If water deliveries are required prior to March 31, the Water Availability Charge must be paid in advance of any such delivery.
- Should the Water Availability Charge become delinquent, the current Water Year's supply is forfeited. Upon such delinquency, a lien pursuant to Section 36729 of the California Water Code will be recorded on the subject property, which must be cleared prior to receiving any future water service from the District. At such time as the Water Availability Charge becomes six months delinquent, Delinquent Sale Procedures as set forth in Chapters 4-7 of Part 7 of California Water District Law may be invoked and exercised at the District's discretion, providing for the sale of real property for failure to pay assessments. Assessments for the purpose of Chapters 4-7 of Part 7 are defined to include standby charges and other charges levied for the use of District water.

**B. NVERRWP ASSESSMENT**

- The annual cost of administering the North Valley Regional Recycled Water Program is funded through a NVERRWP Assessment that is charged to all irrigable lands within the District on a per-acre basis.
- The rate for the NVERRWP Assessment is established annually by the Board of Directors.
- The NVERRWP Assessment is billed in two installments, on January 1 and July 1 of each Water Year. If more than 50% of a water user's NVERRWP deliveries are required prior to July 31, the 2<sup>nd</sup> one-half NVERRWP Assessment must be paid in advance.

**C. WATERSHED COALITION MEMBERSHIP CHARGE**

- Landowners/waterusers requiring and requesting coverage under the Regional Water Quality Control Board's (RWQCB) Irrigated Lands Regulatory Program (ILRP) will be billed annually for their share of the District's costs to fund the activities of the Westside San Joaquin River Watershed Coalition.
- The rate for the Watershed Coalition Membership Charge is established annually by the Board of Directors.
- The Watershed Coalition Membership Charge is due on March 1 and becomes delinquent on March 31 of each Water Year.
- Should the Watershed Coalition Membership Charge become delinquent, deliveries of District supplies will cease and the Coalition and the RWQCB will be appropriately notified.

**D. SUSTAINABLE GROUNDWATER MANAGEMENT ACT (SGMA) PARTICIPATION CHARGE**

- The annual cost of the DM-II Groundwater Sustainability Agency (GSA) is funded through a participation charge levied on all acreage within the GSA boundaries.
- The rate for the SGMA Participation Charge is established annually by the Board of Directors.
- The SGMA Participation Charge is due on March 1 and becomes delinquent on March 31 of each Water Year.
- Should the SGMA Participation Charge become delinquent, deliveries of District supplies will cease and the Northern & Central Delta Mendota Subbasin GSP Group will be appropriately notified.



**E. WATER COST PREPAYMENT**

- A Water Cost Prepayment equal to 100% of the total cost of the Allocated Water up to a 75% CVP Allocation is due prior to water deliveries or within 30-days of the Allocated Water being made available.
- Water Cost Prepayment(s) may be refunded, but only after the wateruser provides the District with appropriate written notification that he/she is finished irrigating for the Water Year and wishes to forego all unused water remaining in their account. Upon such notification, the wateruser's Water Cost Prepayment(s) will be applied against any balances due and any remaining credit will be refunded. This action shall be conditioned on a certification that ground-water will not be used in lieu of the relinquished allocation, and waterusers exercising this option must do so with the understanding that any subsequent request for water from current year supplies will be subject to the terms and availability of Additional Supplies and must be paid for in advance.

**C. MONTHLY BILLINGS**

- All water charges will be based on actual monthly water use and billed to the wateruser by the 10th of the month following its use.
- Payment of monthly charges must be received within 30 days of the invoice date (i.e. before the end of the next month) to avoid interruption in service.
- If payments are not received within 30 days of the invoice date, the wateruser's account will be subject to the District's Payment and Collection Policy.

**VIII. WATER DELIVERY / SHUTOFF PROCEDURE**

**A. WATER ORDERS**

- All orders for water must be placed before 11:00 a.m. at least two days prior to the day of delivery. Orders received after that hour may be delayed an additional day. Orders for Saturday, Sunday or Monday morning must be received before 11:00 a.m. the preceding Friday.
- When ordering, each landowner/wateruser must provide the District with the following information:

- |  |
|--|
| <ol style="list-style-type: none"> <li>1. Account name of the wateruser</li> <li>2. Turnout location (e.g. 19.18 Left)</li> <li>3. Which pump, if applicable (e.g. "A", "B" or "C")</li> <li>4. Flow requested (in cubic feet per second)</li> <li>5. Requested start date and time</li> <li>6. Current meter reading, if applicable or requested</li> </ol> |
|--|

- Information regarding shutoffs or changes in flow may be provided concurrent with the order or in the same manner a day in advance of the action.
- All orders must be processed through the District office. Those taking water without ordering will be subject to unannounced shutoffs.

**B. LOCKS AND LOCKING MECHANISMS**





- Under no circumstances are Bureau of Reclamation or District chains or locks to be cut, tampered with or subverted in any way. Offenders are liable for damages, subject to fines, possible prosecution for damage to government property and unannounced shutoffs.
- All electrical pump panel boxes must be equipped at all times with an operational locking device which is to be maintained by the landowner/wateruser.

**C. OPERATION OF TURNOUT GATES**

After an order has been placed and a gate unlocked, the wateruser may operate the turnout gate. However, under no circumstances are these gates to be tampered with or operated beyond the tolerances set by the locking nuts that determine normal opening and closing. Leaking or otherwise inoperable gates should be reported to the District office immediately so that repairs can be made as soon as possible.

**D. SPRAY WATER ORDERS**

Orders for spray water, whether it is to be taken through a turnout or by pumping water over the lining of the canal, must be authorized through the District office. The District is required to charge a minimum one (1) acre-foot per spray water order.

**IX. WATER MEASUREMENT**

**A. MEASURING DEVICES**

The District's water use is determined by Bureau of Reclamation metering devices installed at each turnout. At turnouts serving more than one wateruser, the District requires that the landowners/waterusers provide at their expense appropriate location(s) for the installation of a District installed and maintained metering device(s). As of December 1, 2001, additional metering sites required as a result of parcel subdivision and/or property sales and the cost to install, maintain and replace such new meters will be borne by the landowner/wateruser served thereby.

**B. WATER USE DETERMINATIONS**

Measuring device readings are subject to adjustments for accuracy. While the Bureau of Reclamation and the District strive at all times to keep all meters functioning, it is possible that a measuring device may become inoperable for a period of time. In the case of a failure in such measuring devices, it is the responsibility of the landowner/wateruser to notify the District immediately and to provide the District with an accurate determination of the amount of water used but not measured. This determination will be checked against recorded water orders (both ON and OFF orders) to make a final determination of water use for billing purposes. The landowners/waterusers of a turnout serving more than one landowner/wateruser must account for the total water use at that turnout as measured by the Bureau of Reclamation meter. In the event of a dispute regarding use at a shared turnout, the District reserves the right to shut off water service from the turnout until a resolution is reached.

**C. OVERUSE**

- There is no provision for overuse of available supplies.
- In the event of any overuse, and at the discretion of the District, the landowner/wateruser will either be charged the cost to the District associated with purchasing an additional supply to cover the overuse (to the extent that any such supplies are available to the District) or have his/her supply in the subsequent year reduced by a like amount.

**X. WATER CONSERVATION**





The District encourages prudent and responsible water conservation measures by its landowners/waterusers and will cooperate to the extent possible in studies and efforts to conserve available water supplies. Landowners/waterusers are responsible for use of water on their property and shall not use water in a wasteful manner.

**XI. USE OF BUREAU OPERATING ROADS / RIGHTS OF WAY**

Canalside and wasteway operating roads are owned by the Bureau of Reclamation. Permission to use these roads is subject to Bureau of Reclamation approval and is granted only at one's own risk. Many areas along the Delta-Mendota Canal are secured by gates owned by the USBR and maintained by the San Luis & Delta-Mendota Water Authority (SLDMWA). Access to gate lock combinations is a privilege afforded to responsible landowners/waterusers, and may be denied at the District's or SLDMWA's discretion. Any use of lands within the Bureau of Reclamation right-of-way is subject to prior approval and conditions.

**XII. USE OF FARM CHEMICALS**

Under no circumstances are farm chemicals allowed to be directly introduced into Bureau of Reclamation facilities.

**XIII. ANNUAL CROP REPORTS**

Each landowner/wateruser shall provide the District with an annual crop report in order to assist the District in compiling its annual crop report for the Bureau of Reclamation.

**XIV. DISTRICT LIABILITY**

Neither the District, nor its directors, officers, employees nor agents will be liable for any damages arising out of the inability of the District to provide sufficient water to landowners/waterusers. Furthermore, landowners/waterusers shall indemnify, hold harmless and defend the District and its directors, officers, employees, and agents from any damage, injury or death arising out of or relating to landowners/waterusers use of water provided by the District once it is delivered to the landowners/waterusers.

**XV. ENFORCEMENT OF RULES AND REGULATIONS**

The General Manager of the District is authorized to perform all acts necessary and proper to enforce these Rules and Regulations. Failure of a landowner/wateruser to comply with any of these Rules and Regulations shall be sufficient cause for termination of water service, and water service will not again be furnished to such landowner/wateruser until full compliance has been made with all the requirements as herein set forth; PROVIDED, HOWEVER, that the landowner/wateruser in no way be relieved of any responsibility for payment of any charge or obligations by reason of such termination of water service. When it is practicable to do so, advance notice of any such termination of water service will be furnished to landowner/wateruser. In no event shall any liability accrue against the District or any of its officers, agents or employees, for damage, direct or indirect, arising from such terminations of water service. Non-enforcement of any provision of these Rules and Regulations does not constitute a waiver of the District's right of enforcement at any time.

**XVI. APPEALS**

In the event a landowner/wateruser disagrees with a decision made by the General Manager in carrying out the enforcement of these Rules and Regulations, he/she shall have the right of appeal to the Board. Appeals should be submitted in writing no less than fifteen (15) days prior to a



regular meeting of the Board in order to be considered at that meeting, and shall specifically set forth the decision being appealed and shall give the reasons for said appeal. Decisions of the Board of Directors shall be final.

**XVII. EFFECTIVE DATE AND AMENDMENTS**

These Rules and Regulation shall become effective September XX, 2022 and may be added to, amended or repealed at any time by resolution of the Board of the Directors.







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## WATER USE POLICY

**WHEREAS**, it is the District's intent to serve and protect the agricultural water supply interests of its landowners; and

**WHEREAS**, the District is a member of the DM-II Groundwater Sustainability Agency (GSA), and the Sustainable Groundwater Management Act of 2014 requires GSA's to sustainably manage groundwater in all basins designated by the Department of Water Resources ("DWR") as a medium or high priority, including the Delta-Mendota Subbasin (designated basin number 5-22.07); and

**WHEREAS**, it is the District's responsibility to use all proper methods to accomplish the most reasonable and beneficial use of its water supplies; and

**WHEREAS**, the District strives to make surface water available at a reasonable cost in all water year types; and

**WHEREAS**, the District has an obligation to maximize the use of water supplies other than groundwater to limit the potential negative impacts resulting from groundwater overdraft.

**NOW THEREFORE**, the Board of Directors has adopted the following policy statements with regard to the use of District water supplies when available:

1. Infrastructure. Where surface water is available to a parcel and the parcel has a crop in production, requisite infrastructure will be perfected by the landowner/water user to convey surface water from the DMC to the parcel.

2. Water Use. The District allocates several different types of surface water each year. These surface water types should be utilized prior to groundwater to limit drawing on the groundwater aquifer when surface water is available and to promote conjunctive use. The following shall become effective as of Water Year 2023-24:

- a. NVRRWP allocations may not be turned back by a customer in the year allocated as long as the land associated with the allocation is in production. Exceptions may be granted by the District if there is sufficient CVP supply to utilize and on the condition that well water will not be used.
- b. Customers shall be required to purchase all CVP water allocated to an account up to a 75% allocation. A wateruser may elect to reduce his/her Allocated Water supply for the current water year conditioned on a certification that groundwater will not be used in lieu of the reduced allocation.

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