

AGENDA

SPECIAL MEETING OF THE BOARD OF DIRECTORS OF THE NORTH YUBA WATER DISTRICT

10:00 am Thursday June 4, 2020

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCE AT <https://zoom.us/j/93705931210> OR VIA TELECONFERENCE BY CALLING 669-900-6833, MEETING ID: 937 0593 1210 AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT.

PUBLIC PARTICIPATION

AGENDIZED ITEMS – OPPORTUNITY FOR PUBLIC COMMENT ON AGENDIZED ITEMS WILL BE PROVIDED ONLY AT THE TIME THEY ARE ADDRESSED BY THE COMMITTEE OR BOARD.

TIME LIMITATIONS – Public comments will be limited to 2 minutes per speaker and 10 minutes for all speakers combined for the agenda item entitled “CONSENT ITEMS”, and 3 minutes per speaker and 10 minutes for all speakers combined for each remaining agenda item (itemized alphabetically).

(ALL MEMBERS OF THE PUBLIC WILL BE GIVEN THE SAME TIME ALLOTMENT FOR COMMENTS AS NORMALLY ALLOWED FOR MEETINGS SUBJECT TO THE PROVISIONS OF EXECUTIVE ORDER N-29-20)

A. ROLL CALL:

B. PLEDGE OF ALLEGIANCE

ACTION ITEMS

C. RESOLUTION #20-744: Authorizing the General Manager to Execute a Construction Contract with Hansen Brother Enterprises for the 2020 Oroleve Ditch Line Project.

D. RESOLUTION #20-745: Authorizing the General Manager to Execute a Contract with North Star Construction and Engineering, Inc. for Construction Management Professional Services Associated with the 2020 Oroleve Ditch Line Project.

E. Accept resignation of Director Brown, notify the County, and advertise the vacancy as required under Government Code section 1780.

F. Approve letter to South Feather Water and Power Authority regarding Proposed Water Transfer under Permit 1267 (Application 1651) and Permit 2492 (Application 2778).

G. Request authority to enter into a consulting services contract for forensic audit services with Crowe LLP.

H. CLOSED SESSION: Conference with Legal Counsel – Existing Litigation (Government Code section 54956.9)

Name of case: *Charles Sharp v. North Yuba Water District, et al.* (Yuba County Superior Court case no. CVPT20-00386)

I. ADJOURNMENT:

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, then please contact North Yuba Water District office staff at 530-675-2567 or fax 530-675-0462. Requests must be made as early as possible and at least one-full business day before the start of the meeting.

North Yuba Water District

PROJECT NAME:

Resolution authorizing General Manager to Execute a Construction Agreement with Hansen Brothers Enterprises for Construction of the Oroleve Ditch Project.

DESCRIPTION:

It is proposed that the Board adopt a resolution awarding the construction contract for the Oroleve Ditch Improvement project ("Project") to Hansen Brothers Enterprises. The General Manager sought four (4) bids for the Project and Hansen Brothers Enterprises was the lowest responsible and responsive bidder. If the Board adopts the Resolution, Hansen Brothers Enterprises would be the selected contractor and would construct the Project.

COST:

The contract amount is not to exceed \$588,054.00.

SOURCE OF FUNDING:

The source of funding is Reserves.

ACTION:

Adopt Resolution 20-744 authorizing the General Manager to Execute a Construction Agreement with Hansen Brothers Enterprises related to the Oroleve Ditch Improvement project.

RESOLUTION NO. 20-744
A RESOLUTION OF THE NORTH YUBA WATER DISTRICT BOARD OF DIRECTORS AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONSTRUCTION CONTRACT WITH HANSEN BROTHERS ENTERPRISES FOR THE 2020 OROLEVE DITCH LINE PROJECT

WHEREAS, the Oroleve Ditch is an earthen ditch that the North Yuba Water District (“District”) uses to convey water;

WHEREAS, the District seeks to improve the existing Oroleve Ditch water conveyance system, increase its efficiency by reducing water loss, and minimize environmental contamination (the “Project”);

WHEREAS, as directed in Resolution No. 20-742, the General Manager solicited and received four (4) bids to perform the construction work associated with the Project;

WHEREAS, after reviewing the bids, the General Manager determined that Hansen Brothers Enterprises was the lowest responsive and responsible bidder to complete the work for the Project; and

WHEREAS, the Hansen Brothers Enterprises bid is in the amount of \$588,054.00.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTH YUBA WATER DISTRICT BOARD OF DIRECTORS as follows:

SECTION 1: CEQA Exemption. The Project is categorically exempt from the California Environmental Quality Act per CEQA Guidelines Section 15301, subdivision (b), Existing Facilities, and Section 15302, subdivision (c), replacement or reconstruction, as the Project is limited to maintenance of existing facilities and does not involve an expansion of use.

SECTION 2: Award of Contract. The construction contract is awarded to Hansen Brothers Enterprises.

SECTION 3: Authorization of General Manager. The General Manager is authorized to execute a construction contract with Hansen Brothers Enterprises in the amount of \$588,054.00 for the improvement of the Oroleve Ditch project. The General Manager is also authorized to approve change orders not to exceed ten percent (10%) of the contract amount.

PASSED AND ADOPTED by the Board of Directors of the North Yuba Water District at a meeting of said Board held on the ___ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Attest:

Jeffrey Maupin, General Manger/ex officio
Secretary

Eric Hansard, President of the Board

BID PROPOSAL

2020 OROLEVE DITCH LINE PROJECT # _____

NAME OF BIDDER: Hansen Bros, Enterprises

STREET ADDRESS: 11727 La Barr Meadows Rd P.O. Box 1599

CITY, STATE, ZIP CODE: Grass Valley CA 95945 95945

TELEPHONE NO.: 530-273-3381

FAX NO.: 530-273-4396

CONTRACTOR LICENSE TYPE & NO.: 207705 A C12

The work for which this proposal is submitted is for construction in conformance with the Notice to Contractor, including the payment of not less than the prevailing wage rates, the project plans, and specifications, including addenda thereto.

Bids are to be submitted for the entire work. The amount of the bid for comparison will be the total of all items.

Any irregularities which may occur in a bid will be resolved at the discretion of the District, and that discretion will be exercised in a manner deemed by the District to best protect the public interest in the prompt and economical completion of the work. The decision of the District respecting the amount of a bid, or the existence of treatment of an irregularity in a bid, shall be final.

The undersigned states and declares as follows:

The bidder has carefully examined the location of the proposed work. The bidder has examined the Contract Documents. The bidder has read the Notice to Contractor. The bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents. The bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents. The bidder will take in full payment for such work the prices set forth in the accompanying Bid Schedule.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the District, and the required insurance certificates within ten (10) business days after the bidder has received notice from the District that the contract has been awarded, the District may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void.

The following surety or sureties have agreed to furnish payment and performance bonds to the bidder if it is awarded the contract:

Performance Bond: Western Surety Company

Payment Bond: Western Surety Company

Contractor's License No.: 207705
Expiration Date: 9-30-2020
Type of License: A C12
Name under which license is held: Hansen Bros. Enterprises
Status of License: Active
Executed on: 4/17, 2020

BID SCHEDULE

The bidder's authorized officer, identified below, hereby declares that the representations in this bid are true and correct and of my own personal knowledge and that these representations are made under penalty of perjury under the laws of the State of California.

Bidder

Hansen Bros. Enterprises (Company/Firm Name)
Corporation (Corporation, sole proprietor, partnership, etc.)
~~Jeff Hansen~~ (Authorized Signature)
Jeff Hansen (Printed Name)
President (Title)

Address: PO Box 1599
Grass Valley CA
95945
Phone No.: 530-273-3381
Email: dhiatt@gohben.com

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the plans therein referred to. Bidder proposes and agrees if this proposal is accepted, that it will contract with the District, in substantially the same form as the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that it will take in full payment therefor the following prices to wit:

Item No.	Item	Qty.	Unit	Unit Cost	Item Cost
1	Mobilization	1	LS	5000-	5000-
2	Construction Survey	1	LS	15240-	15240-
3	Water Pollution Control Program	1	LS	15240-	15240-
4	Clearing, Grubbing and Demolition	1	LS	3829-	3829-
5	Erosion Control	1	LS	3904-	3904-
6	Open Channel to Pipe Transition (Quickrete)	1	EA	9611-	9611-
7	Construct Pipe Outlet	1	EA	9938-	9938-
8	Modify Existing Wood Flume	1	EA	14269-	14269-
9	Install Pipe Access Port with Frame and Cover	2	EA	11674-	23348-
10	Open Channel to Pipe Transition (Shotcrete)	1	EA	7322-	7322-
11	HDPE Pipe - 36" dia	3,045	LF	93,20	283794-
12	HDPE Pipe Fitting	40	EA	1862-	74480-
13	Install Pipe Strap and Anchor Block - 36" dia	305	EA	385-	117425-
14	Construct Sheet Flow Drainage	1	EA	4654-	4654-

TOTAL BID PRICE = 588,054
(NUMBERS)

TOTAL BID PRICE = Five hundred eighty eight thousand fifty four and no/100
(WORDS)

The bidder acknowledges that the above-listed quantities are approximate only, being given as a basis for the comparison of bids. The District does not expressly, or by implication, agree that the actual amount of work will correspond therewith and that the District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary by the District Board of Directors.

Where lump sum prices are in the bidding schedule, they shall include all labor, materials, and equipment necessary to produce a complete and finished job. When no specific item is listed in the bidding schedule for work required, the cost of such work shall be included in the price bid for the item which most appropriately covers the work.

Notes:

1. Detailed descriptions for each bid item are included in the Contract Documents.
2. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.
3. The maximum allowed for mobilization (costs of accumulating and coordinating all the necessary equipment, tools, materials, etc.) and demobilization (all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site, including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract) is ten percent (10%) of the total project cost.

L.S. = Lump Sum

U.C. = Unit Cost

N.A. = Not Applicable

LIST OF SUBCONTRACTORS

The bidder shall list below the name and business address of each subcontractor who will perform work under the contract in excess of one-half of one percent (0.5%) of the bidder's total bid price and shall also list the portion of the work which will be done by such subcontractor. After the opening of the bids, no changes or substitutions will be allowed except as otherwise provided by law. The listing of more than one (1) subcontractor for each item of work to be performed with the words "and/or" will not be permitted. All information must be provided for each subcontractor. Failure to comply with this requirement shall render the proposal non-responsive and shall cause its rejection. (Attach additional sheets if required.)

Work to be Performed	Subcontractor License Number	Percent of Total Contract	Subcontractor's Name and Address
Construction Survey	NA	2%	Nevada City Engineering 505 Coyote St Nevada City CA 95959

BID PROPOSAL

2020 OROLEVE DITCH LINE PROJECT # _____

NAME OF BIDDER: DUKE SHERWOOD CONTRACTING INC.

STREET ADDRESS: 495 Stimpson Road

CITY, STATE, ZIP CODE: Oroville, Ca. 95965

TELEPHONE NO.: 530-846-2710

FAX NO.: 530-846-6760

CONTRACTOR LICENSE TYPE & NO.: A 327827

The work for which this proposal is submitted is for construction in conformance with the Notice to Contractor, including the payment of not less than the prevailing wage rates, the project plans, and specifications, including addenda thereto.

Bids are to be submitted for the entire work. The amount of the bid for comparison will be the total of all items.

Any irregularities which may occur in a bid will be resolved at the discretion of the District, and that discretion will be exercised in a manner deemed by the District to best protect the public interest in the prompt and economical completion of the work. The decision of the District respecting the amount of a bid, or the existence of treatment of an irregularity in a bid, shall be final.

The undersigned states and declares as follows:

The bidder has carefully examined the location of the proposed work. The bidder has examined the Contract Documents. The bidder has read the Notice to Contractor. The bidder hereby proposes to begin work and complete the project in accordance with the schedule and deadlines in the Contract Documents. The bidder hereby proposes to furnish all labor, materials, tools, and equipment, and to perform all the work required, complete in place, in accordance with the Contract Documents. The bidder will take in full payment for such work the prices set forth in the accompanying Bid Schedule.

If this proposal shall be accepted and the undersigned shall fail to enter into the contract and furnish two (2) bonds in the sums required by the State Contract Act, with surety satisfactory to the District, and the required insurance certificates within ten (10) business days after the bidder has received notice from the District that the contract has been awarded, the District may, at its option, determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void.

The following surety or sureties have agreed to furnish payment and performance bonds to the bidder if it is awarded the contract:

Performance Bond: Bender Insurance Solutions/Liberty Mutual Surety


Payment Bond: Bender Insurance Solutions/Liberty Mutual Surety

Contractor's License No.: 327827
Expiration Date: 11/30/20
Type of License: A
Name under which license is held: Duke Sherwood Contracting Inc.
Status of License: Active
Executed on: 4-10, 2020

BID SCHEDULE

The bidder's authorized officer, identified below, hereby declares that the representations in this bid are true and correct and of my own personal knowledge and that these representations are made under penalty of perjury under the laws of the State of California.

Bidder

DUKE SHERWOOD CONTRACTING INC. (Company/Firm Name)
Corporation (Corporation, sole proprietor, partnership, etc.)
 (Authorized Signature)
Diana C. Sherwood (Printed Name)
President (Title)

Address: 495 Stimpson Road
Oroville, Ca. 95965

Phone No.: 530-846-2710

Email: diana@dukesherwoodcontracting.com

The undersigned, as bidder, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm, or corporation; that it has carefully examined the plans therein referred to. Bidder proposes and agrees if this proposal is accepted, that it will contract with the District, in substantially the same form as the copy of the contract annexed hereto, to provide all necessary machinery, tools, apparatus, and other means of construction, and to do all the work and furnish all the materials specified in the contract, in the manner and time therein prescribed, and according to the requirements of the District as therein set forth, and that it will take in full payment therefor the following prices to wit:

Item No.	Item	Qty.	Unit	Unit Cost	Item Cost
1	Mobilization	1	LS	6493.00	6493.00
2	Construction Survey	1	LS	19140.00	19140.00
3	Water Pollution Control Program	1	LS	16232.00	16232.00
4	Clearing, Grubbing and Demolition	1	LS	11345.00	11345.00
5	Erosion Control	1	LS	10437.00	10437.00
6	Open Channel to Pipe Transition (Quickrete)	1	EA	13504.00	13504.00
7	Construct Pipe Outlet	1	EA	7942.00	7942.00
8	Modify Existing Wood Flume	1	EA	8540.00	8540.00
9	Install Pipe Access Port with Frame and Cover	2	EA	12599.00	25198.00
10	Open Channel to Pipe Transition (Shotcrete)	1	EA	17018.00	17018.00
11	HDPE Pipe – 36” dia	3,045	LF	139.50	424777.50
12	HDPE Pipe Fitting	40	EA	2271.00	90840.00
13	Install Pipe Strap and Anchor Block – 36” dia	305	EA	384.00	117120.00
14	Construct Sheet Flow Drainage	1	EA	9150.00	9150.00

TOTAL BID PRICE = 777736.50
(NUMBERS)

TOTAL BID PRICE = Seven Hundred Seventy Seven Thousand Seven Hundred Thirty Six and fifty cents
(WORDS)

The bidder acknowledges that the above-listed quantities are approximate only, being given as a basis for the comparison of bids. The District does not expressly, or by implication, agree that the actual amount of work will correspond therewith and that the District reserves the right to increase or decrease the amount of any class or portion of the work, as may be deemed necessary by the District Board of Directors.

Where lump sum prices are in the bidding schedule, they shall include all labor, materials, and equipment necessary to produce a complete and finished job. When no specific item is listed in the bidding schedule for work required, the cost of such work shall be included in the price bid for the item which most appropriately covers the work.

Notes:

1. Detailed descriptions for each bid item are included in the Contract Documents.
2. In the event that the product of a unit price and an estimated quantity does not equal the extended amount stated, the unit price will govern and the correct product of the unit price and the estimated quantity shall be deemed to be the bid amount.
3. The maximum allowed for mobilization (costs of accumulating and coordinating all the necessary equipment, tools, materials, etc.) and demobilization (all activities and costs for transportation of personnel, equipment, and supplies not required or included in the contract from the site, including the disassembly, removal, and site cleanup of offices, buildings, and other facilities assembled on the site specifically for this contract) is ten percent (10%) of the total project cost.

L.S. = Lump Sum

U.C. = Unit Cost

N.A. = Not Applicable



Visinoni Brothers Construction

564 Rio Lindo Ave. Ste 201

Chico, CA 95926

530-342-3543

License # 381453

Dino.visinoni@visinonibrothers.com - Owner/President

Mike.visinoni@visinonibrothers.com - Vice President/ Estimator

Oroleve Ditch Pipe Project

Item #	Description	Quantity	Unit Price	Price
1	Mobilization	1 LS	\$ 6,800.00	\$ 6,800.00
2	Construction Survey	1 LS	\$ 19,260.00	\$ 19,260.00
3	Prepare Water Pollution Control Program	1 LS	\$ 17,225.00	\$ 17,225.00
4	Clearing, Grubbing, and Demolition	1 LF	\$ 11,800.00	\$ 11,800.00
5	Erosion Control	1 LS	\$ 11,265.00	\$ 11,265.00
6	Open Channel to Pipe transition (Quickcrete)	2 EA	\$ 6,985.00	\$ 13,970.00
7	Construct Pipe Outlet	1 EA	\$ 8,275.00	\$ 8,275.00
8	Modify Wood Flume	1 EA	\$ 8,800.00	\$ 8,800.00
9	Install Pipe access port with frame and cover	2 EA	\$ 12,960.00	\$ 25,920.00
10	Install Precast pipe flow turn out with 2 slide gate	1 EA	\$ 17,485.00	\$ 17,485.00
11	HDPE Plastic Pipe 36"	3,045 LF	\$ 143.30	\$ 436,348.50
12	HDPE Plastic Pipe Fitting	40 EA	\$ 2,335.00	\$ 93,400.00
12	Install Pipe strap and anchor block (36")	305 EA	\$ 395.00	\$ 120,475.00
13	Construction Sheet flow drainage	1 EA	\$ 9,425.00	\$ 9,425.00
Subtotal:				\$ 800,448.50
Contingency (10%):				\$ 80,044.85
Total:				\$ 880,493.35



Post Office Box 764 Gridley, CA 95948 PH: 530 321 5870 FX: 530 846 3193

www.stewartexcavationco.com



Oroville Ditch Pipe Project Project Cost Estimate					
Bid Item	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Amount
1	Mobilization	LS	1	6,893.00	6,893.00
2	Construction Survey	LS	1	19,144.00	19,144.00
3	Prepare Water Pollution Control Program	LS	1	17,233.00	17,233.00
4	Clearing, Grubbing and Demolition	LS	1	17,045.00	17,045.00
5	Erosion Control	LS	1	11,081.00	11,081.00
6	Open Channel to Pipe transition (Quicksrete)	EA	2	7,166.00	14,332.00
7	Construct Pipe Outlet	EA	1	8,432.00	8,432.00
8	Steddy Wood Frame	EA	1	9,066.00	9,066.00
9	Install Pipe access port with frame and cover	EA	2	13,376.00	26,752.00
10	Install Precast pipe flow turn out with 2 side gates	EA	1	18,068.00	18,068.00
11	HDPE Plastic Pipe 36"	LF	3049	148	450,452.00
12	HDPE Plastic Elbow Pipe Fitting	EA	40	7,811.00	312,440.00
13	Install Pipe strap and anchor block (36")	EA	305	407.00	124,135.00
14	Construct Sheet Pile drainage	EA	1	96,288.00	96,288.00

SUBTOTAL	823,909.00
CONTINGENCY (10%)	82,390.90
TOTAL	906,299.90

Evan Stewart
 EVAN STEWART / PRESIDENT
 PRICE IS GOOD FOR 60 DAYS
 3/27/2020
 530.321.5870

North Yuba Water District

PROJECT NAME:

Resolution authorizing General Manager to Execute a Professional Services Agreement with North Star Construction and Engineering for Construction Management of Oroleve Ditch Project.

DESCRIPTION:

It is proposed that the Board adopt a resolution to retain North Star Construction and Engineering's ("North Star") services for construction management of the Oroleve Ditch improvement project. North Star would provide oversight and management of construction activities for the improvement project, including site inspections. It would also provide for coordination between District staff and Hansen Brothers Enterprises for any change orders.

COST:

The contract amount is not to exceed \$95,390.

SOURCE OF FUNDING:

The source of funding is Reserves.

ACTION:

Adopt Resolution 20-745 authorizing the General Manager to Execute a Professional Services Agreement with North Star Construction and Engineering for Construction Management related to the Oroleve Ditch Improvement project.

RESOLUTION NO. 20-745

A RESOLUTION OF THE NORTH YUBA WATER DISTRICT BOARD OF DIRECTORS AUTHORIZING THE GENERAL MANAGER TO EXECUTE A CONTRACT WITH NORTH STAR CONSTRUCTION AND ENGINEERING, INC. FOR CONSTRUCTION MANAGEMENT PROFESSIONAL SERVICES ASSOCIATED WITH THE 2020 OROLEVE DITCH LINE PROJECT

WHEREAS, the Oroleve Ditch is an earthen ditch that the North Yuba Water District (“District”) uses to convey water;

WHEREAS, the District seeks to improve the existing Oroleve Ditch water conveyance system, increase its efficiency by reducing water loss, and minimize environmental contamination (the “Project”);

WHEREAS, as part of the Project, the District requires day to day management of Project construction activities;

WHEREAS, North Star Construction and Engineering, Inc. has indicated it is qualified and able to provide such services by providing a scope of work to the District; and

WHEREAS, the District seeks to retain North Star Construction and Engineering, Inc.’s construction management services for the Project in an amount not to exceed \$95,390.00.

NOW, THEREFORE, BE IT RESOLVED BY THE NORTH YUBA WATER DISTRICT BOARD OF DIRECTORS as follows:

SECTION 1: CEQA Exemption. The Project is categorically exempt from the California Environmental Quality Act per CEQA Guidelines Section 15301, subdivision (b), Existing Facilities, and Section 15302, subdivision (c), replacement or reconstruction, as the Project is limited to maintenance of existing facilities and does not involve an expansion of use.

SECTION 2: Approval of Contract and Authorization of General Manager. The Board of Directors hereby approves the contract with North Star Construction and Engineering, Inc. for construction management services and General Manager is authorized to execute a contract with North Star Construction and Engineering, Inc., in the amount of \$95,390.00, subject to any final revisions as approved by the District General Counsel.

PASSED AND ADOPTED by the Board of Directors of the North Yuba Water District at a meeting of said Board held on the ___ day of _____, 2020, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Attest:

Jeffrey Maupin, General Manger/ex officio
Secretary

Eric Hansard, President of the Board

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2020, by and between the North Yuba Water District, a public utility district of the State of California (“District”), whose address is 8691 La Porte Road, Brownsville, California, and North Star Construction and Engineering, Inc., a California corporation, (“Professional”), whose address is 111 Mission Ranch Boulevard, Suite 100, Chico, California (each individually a “Party” and collectively the “Parties”). There are no other parties to this Agreement.

RECITALS

A. District seeks to hire an independent contractor to perform professional services to assist the District with the North Yuba Water District Oroleve Ditch Improvement Project (the “Project”).

B. Professional has made a proposal to District to provide such Professional services. A description of the services Professional proposes to provide is attached hereto as **Exhibit A: Services** (“Services”). District desires to retain Professional to perform the Services, subject to the terms and conditions set forth in this Agreement.

C. The Parties have outlined the schedule for providing the Services (“Completion Schedule”), which is included in **Exhibit A** attached hereto.

D. The Parties have outlined the rates and method of payment to Professional for its performance of the Services under this Agreement (“Compensation”), which is attached hereto as **Exhibit B: Compensation**.

NOW, THEREFORE, in consideration of the promises and covenants set forth below, the Parties agree as follows:

AGREEMENT

Section 1. Recitals. The recitals set forth above (“Recitals”) are true and correct and are hereby incorporated into and made part of this Agreement by this reference. In the event of any inconsistency between the Recitals and Section 1 through 31 of this Agreement, Sections 1 through 31 shall prevail.

Section 2. Term. The term of this Agreement shall be one (1) year and will commence on the Effective Date and terminate one (1) calendar year from the Effective Date (“Term”) unless the Parties mutually agree in writing to terminate the Agreement earlier or extend the Term pursuant to this Agreement.

Section 3. Effective Date. This Agreement shall only become effective once all of the Parties have executed the Agreement (the “Effective Date”).

Section 4. Work.

(a) *Services.* Subject to the terms and conditions set forth in this Agreement, Professional shall provide District the Services described in Exhibit A. Any request for Services not included in Exhibit A will be considered a request for additional or modified Services (“Modification” or “Modifications”). Professional shall not receive additional compensation for any Modification of the Services unless the Parties agree otherwise in a writing executed by both Parties.

(b) *District Requested Modification of Services.* District may, by written order, authorize Modifications to the Services described in Exhibit A. If such Modifications cause an increase in the cost or time required for performance of Professional’s Services, the Parties shall enter into a written amendment to this Agreement to adjust the Services and the compensation to be paid to Professional and, if necessary, amend the Completion Schedule or Compensation. The Services, Completion Schedule, or Compensation shall not be revised unless District and Professional mutually agree to a written amendment to this Agreement reflecting such revisions, additional compensation, time for performance or such other terms or conditions mutually agreed upon by the Parties.

(c) *Professional Requested Modification in Services.* Professional shall not be compensated for work outside the Services described in this Agreement, unless, prior to the commencement of the Services:

(i) Professional provides District with written notice that specific work requested by District or required to complete the Project is outside the agreed upon Services. Such notice shall: (1) be supported by substantial evidence that the work is outside the Services; (2) set forth the Professional’s proposed course of action for completing the work and a specific request for the District to approve the Modification to the Services; (3) set forth the Professional’s proposed revisions, if any, to the Completion Schedule; and (4) set forth the Professional’s proposed revisions, if any, to the Compensation;

(ii) District agrees that the work requires a Modification;

(iii) District approves all adjustments, if any, to the Completion Schedule and Compensation; and

(iv) The Parties execute a written amendment to this Agreement describing any Modification, together with any adjustment in the Completion Schedule and Compensation for Professional’s work. Compensation for the Services shall not exceed Ninety Five Thousand Three Hundred Ninety Dollars (\$95,390.00). Any additional Services shall not exceed _____ Dollars per hour.

Section 5. Notice to Proceed. Professional shall not commence the performance of the Services until it has been given notice by District (“Notice to Proceed”), with which District shall also deliver any deposit required under Exhibit B.

Section 6. Time of Performance. Professional warrants that it will commence performance of the Services within thirty (30) calendar days of the Notice to Proceed and shall conform to the

Completion Schedule. The time of performance is a material term of this Agreement relied on by District in entering into this Agreement.

Section 7. Incidental Responsibilities. Professional shall, at its sole cost and expense, furnish all facilities, equipment, materials, information, personnel and administrative assistance which may be required to perform its obligations under this Agreement, unless specified otherwise in Exhibit A or this Agreement.

Section 8. Time and Personnel Devoted to Services. Professional shall devote such time and personnel to the performance of this Agreement, as is necessary to perform the Services in compliance with this Agreement and the incorporated Exhibits.

Section 9. Performance by Qualified Personnel; No Subcontracting. Services under this Agreement shall be performed only by competent personnel under the supervision and direct employment of Professional. Professional will conform with District's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at District's request, shall be supervised by Professional. Professional is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is expressly approved by District in writing. Neither Party shall, on the basis of this Agreement, contract on behalf of, or in the name of the other Party. An agreement made in violation of this provision shall confer no rights on any Party and shall be null and void.

Section 10. Representations of Professional. District relies upon the following representations by Professional in entering into this Agreement:

(a) *Qualifications.* Professional represents that it is qualified to perform the Services provided in Exhibit A and that it possesses the necessary licenses and permits required to perform the Services, or will obtain such licenses or permits prior to the time such licenses or permits are required. Professional shall also ensure that all subcontractors are similarly licensed and qualified. Professional represents and warrants to District that Professional shall, at Professional's sole cost and expense, keep in effect or obtain at all times during the Term of this Agreement, any licenses, permits, and approvals which are legally required for Professional to practice Professional's profession at the time the Services are rendered.

(b) *Professional Performance.* Professional represents and warrants that all Services under this Agreement shall be performed in a Professional manner and shall conform to the customs and standards of practice observed on similar, successfully completed projects by specialists in the Services to be provided. Professional shall adhere to accepted professional standards as set forth by relevant professional associations and shall perform all Services required under this Agreement in a manner consistent with generally accepted professional customs, procedures and standards for such services. All work or products completed by Professional shall be completed using the best practices available for the profession and shall be free from any defects. Professional agrees that, if a service is not so performed, in addition to all of its obligations under this Agreement and at law, Professional shall re-perform or replace unsatisfactory service at no additional expense to District.

(c) *No Waiver of Claims.* The granting of any progress payment by District, or the receipt thereof by Professional, or any inspection, review, approval or oral statement by any representative of District, or state certification, shall not, in any way, waive, limit, or replace any certification or approval procedures normally required, or lessen the liability of Professional to re-perform or replace unsatisfactory service, including but not limited to, cases where the unsatisfactory character of such service may not have been apparent or detected at the time of such payment, inspection, review or approval.

(d) *District's Remedies are Cumulative.* Nothing in this Section shall constitute a waiver or limitation of any right or remedy, whether in equity or at law, which District may have under this Agreement or any applicable law. All rights and remedies of District, whether under this Agreement or applicable law, shall be cumulative.

(e) *No Conflict of Interest.* Professional represents that no conflict of interest will be created under state or federal law by entering into or in carrying out this Agreement.

Section 11. Conformity with Law and Safety. Professional shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal and local governing bodies having jurisdiction over any or all of the scope of Services, including all provisions of the Occupational Safety and Health Act of 1979 as amended, all California Occupational Safety and Health Regulations, the California Building Code, the American with Disabilities Act, any copyright, patent or trademark law and all other applicable federal, state, municipal and local safety regulations, appropriate trade association safety standards, and appropriate equipment manufacturer instructions. All Services performed by Professional must be in accordance with these laws, ordinances, codes and regulations. Professional's failure to comply with any laws, ordinances, codes or regulations applicable to the performance of the Services hereunder shall constitute a breach of contract. In cases where standards conflict, the standard providing the highest degree of protection shall prevail.

If a death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Professional shall immediately notify the District's risk manager by telephone. If any accident occurs in connection with this Agreement, Professional shall promptly submit a written report to District, in such form as the District may require. This report shall include the following information: (a) name and address of the injured or deceased person(s); (b) name and address of Professional's subcontractor, if any; (c) name and address of Professional's liability insurance carrier; and (d) a detailed description of the accident, including whether any of District's equipment, tools or materials were involved.

If a release of a hazardous material, substance, or waste occurs in connection with the performance of this Agreement, Professional shall immediately notify District. Professional shall not store hazardous materials or hazardous waste within the District limits without a proper permit from District.

Section 12. Contact by Professional with Project Owner or Project Applicant. Unless otherwise set forth in the Services, neither Professional nor Professional's subcontractors shall directly contact the owner of the property involved in the Project, or any party who is the applicant

for the Project (“Interested Party”), or an employee or contractor of an Interested Party on any matter relating to the Project without the prior consent of the District’s General Manager. In no event shall Professional take any instructions or directions from an Interested Party, on any matter pertaining to the Professional's Services to be performed for District under this Agreement.

Section 13. Confidentiality. Professional understands and agrees that, in the performance of Services under this Agreement or in the contemplation thereof, Professional may have access to private or confidential information that may be owned or controlled by District and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to District (“Confidential Information”).

Professional shall not, either during or after the Term, disclose to any third party any Confidential Information without the prior written consent of District. If District gives Professional written authorization to make any such disclosure, Professional shall do so only within the limits and to the extent of that authorization. Professional may be directed or advised by District counsel on various matters relating to the performance of the Services on the Project or on other matters pertaining to the Project, and in such event, Professional agrees that it will treat all communications between itself, its employees and its subcontractors as being communications which are within the attorney-client privilege.

Section 14. Excusable Delays. Professional shall not be in breach of this Agreement in the event that performance of Services is temporarily interrupted or discontinued due to a “Force Majeure” event which is defined as: riots, wars, sabotage, civil disturbances, insurrections, explosion, natural disasters such as floods, earthquakes, landslides, fires, strikes, lockouts and other labor disturbances or other catastrophic events, which are beyond the reasonable control of Professional. Force Majeure does not include: (a) Professional’s financial inability to perform; (b) Professional’s failure to obtain any necessary permits or licenses from other governmental agencies; or (c) Professional’s failure to obtain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Professional.

Section 15. Assignment Prohibited. No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

Section 16. Suspension of Services by District. District reserves the right to suspend Professional's Services under this Agreement when District determines that it is necessary to do so. When possible, District shall give Professional notice of such suspension and Professional shall, upon receipt of said notice, suspend all Services, except any Services the completion of which is authorized by the notice given by District. If the Services are suspended by District for more than sixty (60) consecutive days, for reasons other than the fault of the Professional, the Professional shall be compensated for Services performed prior to notice of such suspension. When the Project is resumed, the Professional's compensation shall be equitably adjusted by the District to provide for expenses incurred by the interruption of the Services. In this regard, Professional shall furnish to District such financial information, as in the judgment of the District Manager, necessary to determine the reasonable value of the Services rendered by Professional during the period when Services were suspended.

If the Parties are unable to agree upon the amount of extra compensation which is due to Professional within thirty (30) days of Professional resuming Services, the amount of such additional compensation, if any, that is required to appropriately compensate the Professional for its expenses incurred by the interruption of Services may, upon the request of either Party, be determined by arbitration conducted in accordance with Section 22. Such arbitration shall be commenced by the Professional no later than sixty (60) calendar days following the event which entitles the Parties to pursue arbitration unless the Parties agree in writing to an extended time period for commencement of arbitration. Unless otherwise agreed in writing, all Parties shall carry on the Services and perform their duties during any arbitration proceedings, and the District shall continue to make payments for the Services in progress as required by this Agreement.

Section 17. Termination of Work by District for Its Convenience. District shall have the right to terminate this Agreement at any time for its convenience by giving notice of such termination to Professional. In the event District shall give such notice of termination, Professional shall cease rendering Services upon receipt of said notice given as required in this Agreement. If District terminates this Agreement:

(a) Professional shall deliver copies of all Products prepared by it pursuant to this Agreement.

(b) If District terminates this Agreement for convenience before District issues the Notice to Proceed to Professional or before Professional commences any Services hereunder, whichever last occurs, District shall not be obligated to make any payment to Professional. If District terminates this Agreement after District has issued the Notice to Proceed to Professional and after Professional has commenced performance under this Agreement, District shall pay Professional the reasonable value of the Services rendered by Professional pursuant to this Agreement prior to termination of this Agreement. District shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services. Professional shall furnish to District such financial information, as in the judgment of the District Manager, necessary to determine the reasonable value of the Services rendered by Professional prior to termination. In the event of a dispute as to the reasonable value of the Services rendered by Professional prior to termination and the Parties are unable to agree upon said amount within sixty (60) calendar days following the date of the notice of termination by the District, such dispute may, upon the request of either Party, be resolved by arbitration conducted in accordance with Section 22.

(c) Except as provided in this Agreement, in no event shall District be liable for costs incurred by or on behalf of Professional after the date of the notice of termination.

Section 18. Assurance of Performance. If, at any time, District believes Professional may not be adequately performing its obligations under this Agreement or may fail to complete the Services as required by this Agreement, District may submit a written request to Professional for written assurances of performance and a plan to correct observed deficiencies in Professional's performance. Failure to provide written assurances subsequent to such written request, constitutes grounds to declare a breach under this Agreement.

Section 19. Cancellation for Breach by Either Party. Should either Party fail to substantially perform its obligations in accordance with the provisions of this Agreement, the other Party shall thereupon have the right to cancel the Agreement by giving written notice and specifying the effective date of such cancellation. If District cancels this Agreement for breach and it is subsequently determined that Professional did not fail to substantially perform its obligations in accordance with this Agreement, then cancellation for breach by District shall be deemed, and treated, as termination for convenience.

Neither Party waives the right to recover damages against the other for breach of this Agreement, including any amount necessary to compensate District for all detriment proximately caused by Professional's failure to perform its obligations hereunder or which in the ordinary course of things would be likely to result therefrom. District reserves the right to offset such damages against any payments owed to Professional.

District shall not in any manner be liable for Professional's actual or projected lost profits had Professional completed the Services required by this Agreement.

In the event of cancellation by either Party, copies of all finished or unfinished Products shall become the property of District.

Section 20. Non-Discrimination. In its performance of the Services, Professional shall adhere to state and federal laws pertaining to equal opportunity employment and shall ensure that all of Professional's employees and applicants receive equal consideration and treatment in employment without regard to race, color, religion, gender, sexual orientation, national origin, age, disability, genetic information, marital status, amnesty, or status as a covered veteran in accordance with applicable federal or state statutes.

In addition, all agreements with sub-contractors will include language as required by the Office of Federal Contract Compliance Programs (OFCCP) that requires sub-contractors to maintain equal employment opportunity policies, and, as necessary, affirmative action policies.

Section 21. Arbitration of Disputes. All claims, disputes and other matters in question between District and Professional arising out of, or relating to this Agreement or the breach thereof, including claims of Professional for extra compensation for Services related to the Project, shall be decided by arbitration before a single arbitrator in accordance with the provisions of Sections 1281 to 1284.2 of the California Code of Civil Procedure (the "Arbitration Laws"), if the Parties mutually agree to elect Arbitration. The provisions of Section 1283.05 of the Arbitration Laws apply to any arbitration proceeding except as otherwise provided in this Agreement. The arbitrator shall have authority to decide all issues between the Parties including, but not limited to, claims for additional compensation, delay and liquidated damages, if any, provided for in this Agreement, matters involving defects in the work product of the Professional, rights to payment, and whether the necessary procedures for arbitration have been followed. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Notice of the demand for arbitration shall be filed in writing with the other Party. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen and in no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitation.

The Parties shall jointly appoint an arbitrator within fifteen (15) calendar days of the date of giving of the notice of the demand for arbitration. If the Parties are unable to jointly agree upon the appointment of an arbitrator within said fifteen (15) calendar day period, and do not agree in writing to extend said period for a fixed period, then either Party may seek to have the arbitrator appointed by the Superior Court of Sacramento County in accordance with the Arbitration Laws.

If any proceeding is brought to contest the right to arbitrate and it is determined that such right exists, the losing Party shall pay all costs and attorneys' fees incurred by the prevailing party.

In addition to the other rules of law which may be applicable to any arbitration hereunder, the following shall apply:

(a) Promptly upon the filing of the arbitration each Party shall be required to set forth in writing and to serve upon each other Party a detailed statement of its contentions of fact and law.

(b) All parties to the arbitration shall be entitled to the discovery procedures as provided in Section 1283.05 of the California Code of Civil Procedure.

(c) The arbitration shall be commenced and conducted as expeditiously as possible consistent with affording reasonable discovery as provided herein.

(d) These additional rules shall be implemented and applied by the arbitrator.

Section 22. Insurance Coverage. During the Term, the Professional shall maintain in full force and effect policies of insurance set forth herein, which shall be placed with insurers with a current A M Best's rating of no less than A VII and will provide the District with written proof of said insurance. Professional shall maintain coverage as follows:

(a) *General Liability.* Professional shall carry general liability insurance in the amount of Two Million Dollars (\$2,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If commercial general liability insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project or the general aggregate shall be Two Million Dollars (\$2,000,000.00).

(b) *Workers' Compensation Insurance and Employer's Liability.* Professional shall carry workers' compensation insurance as required by the State of California under the Labor Code. Professional shall also carry employer's liability insurance in the amount of One Million Dollars (\$1,000,000.00) per accident, with a One Million Dollar (\$1,000,000.00) policy limit for bodily injury by disease, and a One Million Dollar (\$1,000,000.00) limit for each employee's bodily injury by disease.

(c) *Errors and Omissions Liability.* Professional shall carry errors and omissions liability insurance in the amount of no less than Two Million Dollars (\$2,000,000.00) per occurrence or greater if appropriate for the Professional's profession. Architects and engineers' coverage is to be endorsed to include contractual liability. Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, elected and appointed councils, commissions, directors, officers, employees, agents, and representatives ("District's Agents"); or the Professional shall provide a financial guarantee satisfactory to the District guaranteeing payment of losses and related investigations, claims, administration and defense expenses.

Section 23. Additional Insurance Requirements. Within five (5) days of the Effective Date, Professional shall provide District with certificates of insurance for all of the policies required under this Agreement ("Certificates"), excluding the required workers' compensation insurance. Such Certificates shall be kept current for the Term of the Agreement, and Professional shall be responsible for providing updated copies and notifying District if a policy is cancelled, suspended, reduced, or voided. With the exception of the workers' compensation insurance, all of the insurance policies required in this Agreement shall: (a) provide that the policy will not be cancelled, allowed to expire, or materially reduced in coverage without at least thirty (30) days' prior written notice to District of such cancellation, expiration, or reduction, and each policy shall be endorsed to state such; (b) name District, and District's Agents as additional insureds with respect to liability arising out of Services, work or operations performed by or on behalf of the Professional; products and completed operations of the Professional; premises owned, occupied, or used by the Professional, or automobiles owned, leased, or hired or borrowed by the Professional. The coverage shall contain no special limitations on the scope of protection afforded to the District; (c) be primary with respect to any insurance or self-insurance programs covering District or District's Agents and any insurance or self-insurance maintained by District or District's Agents shall be in excess of Professional's insurance and shall not contribute to it; (d) contain standard separation of insured provisions; and (e) state that any failure to comply with reporting or other provisions of the policy including breaches of warranties shall not affect the coverage provided to the District.

Section 24. Indemnification by Professional. To the fullest extent permitted by law (including, without limitation, California Civil Code Sections 2782 and 2782.8), Professional shall defend with legal counsel reasonably acceptable to District, indemnify and hold harmless the District and District's Agents from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Professional or its subcontractors), expense and liability of every kind, nature and description that arise out of, pertain to or relate to acts or omissions of Professional, or any direct or indirect subcontractor, employee, contractor, representative or agent of Professional, or anyone that Professional controls (collectively "Liabilities"). Such obligations to defend, hold harmless and indemnify District and District's Agents shall not apply to the extent that such Liabilities are caused in whole by the sole negligence, active negligence, or willful misconduct of District or District's Agents, but shall apply to all other Liabilities. With respect to third party claims against the Professional, the Professional waives any and all rights of any type of express or implied indemnity against District and District's Agents.

Section 25. Liability of District. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement or the Services performed in connection with this Agreement.

Section 26. Independent Contractor. At all times during the Term, Professional shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which Professional performs the Services required under this Agreement. Professional shall be liable for its acts and omissions, and those of its employees, contractors, subcontractors, representatives, volunteers, and its agents. Nothing contained herein shall be construed as creating an employment, agency or partnership relationship between District and Professional. District shall have the right to control Professional only insofar as the result of Professional's Services rendered pursuant to this Agreement; however, District shall not have the right to control the means by which Professional accomplishes Services rendered pursuant to this Agreement.

Section 27. Professional Not Agent. Except as District may specify in writing, Professional shall have no authority, express or implied, to act on behalf of District in any capacity whatsoever as an agent. Professional shall have no authority, express or implied, pursuant to this Agreement to bind District to any obligation whatsoever.

Section 28. Payment of Taxes and Other Expenses. Payment of any taxes, including California sales and use taxes, levied upon this Agreement, the transaction, or the Services or goods delivered pursuant hereto, shall be the obligation of Professional.

Section 29. Notices. Any notice or communication required hereunder between District and Professional must be in writing, and may be given either personally, by facsimile (with original forwarded by regular U.S. Mail), by registered or certified mail (return receipt requested), or by Federal Express, UPS or other similar couriers providing overnight delivery. If personally delivered, a notice or communication shall be deemed to have been given when delivered to the Party to whom it is addressed. If given by facsimile transmission, a notice or communication shall be deemed to have been given and received upon actual physical receipt of the entire document by the receiving Party's facsimile machine. Notices transmitted by facsimile after 5:00 p.m. on a normal business day or on a Saturday, Sunday or holiday shall be deemed to have been given and received on the next normal business day. If given by registered or certified mail, such notice or communication shall be deemed to have been given and received on the first to occur of (a) actual receipt by any of the addressees designated below as the Party to whom notices are to be sent, or (b) five (5) days after a registered or certified letter containing such notice, properly addressed, with postage prepaid, is deposited in the United States mail. If given by Federal Express or similar courier, a notice or communication shall be deemed to have been given and received on the date delivered as shown on a receipt issued by the courier. Any Party hereto may at any time, by giving ten (10) days written notice to the other Party hereto, designate any other address in substitution of the address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

If to District: North Yuba Water District
PO Box 299
Brownsville, California 95919
Attention: General Manager
Tel: (530) 675-0462

With courtesy copies to: Churchwell White LLP
1414 K Street, Third Floor
Sacramento, California, 95814
Attention: Barbara A. Brenner, Esq.
Tel: (916) 468-0950

If to Professional: _____

Section 30. Exhibits. All “Exhibits” referred to below or attached to herein are by this reference incorporated into this Agreement:

<u>Exhibit Designation</u>	<u>Exhibit Title</u>
Exhibit A:	Services
Exhibit B:	Compensation

Section 31. General Provisions.

(a) *Modification.* No alteration, amendment, modification, or termination of this Agreement shall be valid unless made in writing and executed by all of the Parties to this Agreement.

(b) *Waiver.* No covenant, term, or condition, or the breach thereof, shall be deemed waived, except by written consent of the Party against whom the waiver is claimed, and any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term, or condition.

(c) *Authority.* All Parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement and the names, titles, and capacities herein stated on behalf of any entities, persons, states, or firms represented or purported to be represented by such entities, persons, states or firms and that all former requirements necessary or required by the state or federal law in order to enter into the Agreement have been fully complied with. Further, by entering into this Agreement, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

(d) *Drafting and Ambiguities.* Each Party acknowledges that it has reviewed this Agreement with its own legal counsel, and based upon the advice of that counsel, freely entered into this Agreement. Each Party has participated fully in the review and revision of this Agreement. Any

rule of construction that ambiguities are to be resolved against the drafting Party does not apply in interpreting this Agreement.

(e) *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(f) *Venue.* Venue for all legal proceedings shall be in the Superior Court of California in and for the County of Yuba.

(g) *Severability.* If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which becomes effective after the Effective Date of this Agreement, the remaining provisions shall continue in full force and effect and shall be construed to give effect to the intent of this Agreement.

(h) *Counterparts.* This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

(i) *Audit.* District shall have access at all reasonable times to all reports, contract records, contract documents, contract files, and personnel necessary to audit and verify Professional's charges to District under this Agreement.

(j) *Entire Agreement.* This Agreement, together with its specific references, attachments and exhibits, constitutes the entire agreement of the Parties with respect to the subject matters hereof and supersedes any and all prior negotiations, understanding and agreements with respect hereto, whether oral or written.

(k) *Mandatory and Permissive.* "Shall" and "will" and "agrees" are mandatory. "May" and "can" are permissive.

(l) *Successors.* All representations, covenants, and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of, any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, and its successors.

(m) *Headings.* Headings used in this Agreement are for reference purposes only and shall not be considered in construing this Agreement.

(n) *Attorney's Fees and Costs.* If any action at law or in equity, including action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees and costs, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such Party may be entitled.

(o) *Necessary Acts and Further Assurances.* The Parties shall at their own cost and expense execute and deliver such further documents and instruments and shall take such other actions as may be reasonably required or appropriate to evidence or carry out the intent and purposes of this Agreement.

(p) *Time is of the Essence.* Time is of the essence in this Agreement for each covenant and term of a condition herein.

IN WITNESS WHEREOF, this Agreement has been entered into by and between District and Professional as of the Effective Date.

DISTRICT:

North Yuba Water District, a public utility
district of the State of California

By: _____
Jeff Maupin, District Manager

Date Signed: _____
Per Resolution No.: N/A

Approved as to Form:

By: _____
Barbara A. Brenner, General Counsel

Attest:

By: _____
, Clerk

PROFESSIONAL:

_____, a _____

By: _____
_____, _____

Date Signed: _____

EXHIBIT A
SERVICES

EXHIBIT "A"
SCOPE OF SERVICES

Consultant agrees to perform the following services:

Task No.	Scope of the Project for Oroleve Ditch Project
<p>Task 1</p>	<p>Construction Management</p> <ul style="list-style-type: none"> ○ Organize and lead pre-construction meeting for the project (1 meeting) ○ Attend weekly project meetings (13 meetings) ○ Review, accept or reject product submittals ○ Review and respond to request for information (RFI)(up to 24 hours) ○ Process contract change orders ○ Monthly Progress report ○ Final project walkthrough ○ Coordination with NYWD and contractor ○ Assist client with monthly progress payment to the contractor <p>Assumptions:</p> <ul style="list-style-type: none"> ○ This assume a project construction duration of 3 months (13 weeks)
<p>Task 2</p>	<p>Supervision and Site Inspection of the construction process</p> <ul style="list-style-type: none"> ○ Site inspections and reports documenting construction activities, active construction personnel and construction related issues. ○ Office review of the inspections <p>Assumptions:</p> <ul style="list-style-type: none"> ○ This assume 5 site inspections/week for 13 weeks

EXHIBIT B

COMPENSATION



Civil Engineering
Architecture
Environmental
Planning
Surveying
Water Resources

EXHIBIT "B"
COST PROPOSAL

CONSULTANT FEE: The total cost estimate for this contract is a "not to exceed" contract amount. The estimated fee to complete the Scope of Services is \$95,390.

Task No.	Scope/Task Description	Estimated Cost
1	Construction Management	\$33,230
2	Site inspections	\$62,160
Total		\$95,390

RETAINER: A deposit in the amount of \$ 0 is required.

OUTSIDE FEES: Estimated outside costs associated with your project not included in the estimated professional fee(s) above: N/A

Estimated fees are based upon our experience with previous projects. Situations and requirements vary with each project and the actual cost may be more or less than this estimate. Client will be billed monthly for accrued costs.

North Yuba Water District

PROJECT NAME:

Accept resignation of Director Brown, notify the County, and advertise the vacancy as required under Government Code section 1780

DESCRIPTION:

On May 20, 2020, the General Manager received Director Brown's letter of resignation. The letter is attached. The General Manager sought advice from the General Counsel regarding the effective date of Director Brown's resignation based the details of the letter. General Counsel provided a memorandum discussing the legal implications of Director Brown's resignation. That memorandum is also attached.

Upon the Board of Directors ("Board") receiving notice of the resignation, the District has 15 days to notify the County of the vacancy on the Board and 60 days to advertise the vacancy and appoint an individual to fill the vacant seat. The Board is asked to accept Director Brown's resignation and instruct the General Manager to take all necessary and proper actions to notify the County and advertise the vacancy on the Board as provided in Government Code section 1780.

COST:

The cost associated with this activity is staff time and advertisement of the vacancy.

SOURCE OF FUNDING:

The source of funding is the District's General Fund

ACTION:

Accept Director Brown's resignation and instruct the General Manager to take all necessary and proper actions to notify the County of the vacancy and advertise the position under Government Code section 1780.

May 20, 2020

Mr. Jeff Maupin, Manger
North Yuba Water District
8691 La Porte Rd
Brownsville, CA 95919

Dear Mr. Maupin:

As you are aware, my wife and I purchased a house in Florida that we initially intended to use as a rental and vacation home. We planned to do the same with our Brownsville house shuttling between both as the weather changed.

The "virus" along with other issues affected our ability to travel back and forth. Although we put our Brownsville house on the market, that certainly does not guarantee a sale during our current economic crisis. In fact, one of my sons is currently living there, maintaining the home until we can return.

We did apply for Florida licenses as we were here for an extended period of time. I understand now that the process included a change in our voter registration. I apologize that this has had a negative impact on the District and certainly would not have done something intentionally to harm the Board. Since our initial purchase and after we have stayed here for some time, we have decided to stay here the majority of the year.

Please accept my resignation, apparently a couple months later than it should have been. Understand, I do still own the Brownsville property and my intent was to move back and forth.

You, the District staff and the majority of the Board have my support and appreciation. Having been a Board member for almost a full term, I know you, as a group, are doing your very best to provide clean, safe water to the community, provide for the irrigation customers during times of sufficient water, and continue to improve equipment and water conveyances at the very lowest cost to District customers.

I encourage all of you to move forward in the face of the never-ending adversity brought on by the nameless few who seek to destroy the good you are doing for the community as a whole. It is my hope that whoever takes my place will have an open mind and will work toward that goal.

Respectfully submitted,


Terry Brown

Memorandum

To: Jeff Maupin, General Manager

From: Barbara A. Brenner; Kerry A. Fuller

Date: June 2, 2020

Re: Director Brown's Resignation

Issue:

When did Director Terry Brown's ("Director Brown") seat on the North Yuba Water District ("District") Board of Directors ("Board") become vacant?

Brief Answer:

Director Brown's seat on the Board became vacant upon his resignation. The District's requirement to provide notice of the vacancy to the Board of Supervisors must occur within fifteen (15) days of the later of either the effective date of the resignation or the Board's notice of the vacancy.

Discussion:

Background

Director Brown represents Division 2 on the Board. His current term began in 2016. At some point in the last twelve (12) month period, Director Brown purchased a home in Florida. After purchasing the home, Director Brown has been traveling back and forth between Florida and his residence located within Division 2 of the District. During one of his recent trips to Florida, restrictions on travel because of the pandemic made it impossible to return to his home located in the District's jurisdiction. Given his longer term stay in Florida, Director Brown has applied for and obtained a Florida driver's license. As part of applying for a Florida driver's license, Director Brown's voter registration was also changed to Florida. Based on his inability to return to the District, Director Brown has also elected to put his residence, located within the District's jurisdiction, up for sale. On May 20, 2020, Director Brown submitted his resignation letter to the District's General Manager. The resignation letter is included on the agenda for the June 4, 2020 special meeting.

Residency and Resignation Restrictions for the Board

The District is a county water district governed by the provisions of Water Code section 30000 et seq. To serve on the Board, a director must be a voter of the District.¹ In the event that a director's place of residence "is moved outside District boundaries or outside the boundaries of that director's division where elected from a division" and the director does not reestablish a place of residency within the District during the period of one hundred eighty (180) days from the date of the move, the director is presumed to have a permanent change of residence and a vacancy on the Board occurs.² A place of residence is evaluated using a number of rules that include that a residence may only be changed "by the union of act and intent" and that the place of residence is "the place where one remains when not called elsewhere for labor or other special or temporary purpose and to which he or she returns in seasons of repose."³

All vacancies on the Board are filled according to the procedures established by Government Code section 1780.⁴ Of particular note here, the District must provide notice of the vacancy to the county Board of Supervisors "no later than 15 days after either the date on which the district board is notified of the vacancy or the effective date of the vacancy, whichever is later."⁵

Director Brown's Resignation

In his resignation letter, Director Brown indicates that he purchased a home in Florida with the intention of continuing to return to his home located in the District's jurisdiction. The acquisition of a new dwelling does not necessarily establish a change of residence.⁶ "Absence from one's residence for months, or even for years, on business or pleasure, if all the while the person intends to be absent for a temporary purpose, and to be followed by a resumption of the former residence, is not an abandonment of, or change of, residence."⁷ Director Brown's intention to return to his residence in the District's jurisdiction was no longer possible when travel became restricted as a consequence of the pandemic. In order to change a place of residence, a director must take action to do so and have the intention of changing his or her place of residence.⁸ As evidenced in his resignation letter, Director Brown's intention was not to change his place of residence until his ability to travel was restricted, based on the pandemic.

Even if Director Brown's residence did change when he took the action of applying for his driver's license in Florida and changing his voter registration, he still had one hundred eighty

¹ Wat. Code, § 30500.

² Wat. Code, § 30508.

³ Gov. Code, § 244.

⁴ Wat. Code, § 30504.

⁵ Gov. Code, § 1780, subd. (b).

⁶ 84 Ops.Cal.Atty.Gen. 154, (2001).

⁷ *In re Peters' Estate* (1932) 124 Cal.App. 75, 77.

⁸ Gov. Code, § 244.

(180) days to reestablish his residence in the District before a vacancy on the Board was presumed to have occurred.⁹

In this case, Director Brown submitted his letter of resignation on May 20, 2020, during the one hundred eighty (180) day period that allows Director Brown to reestablish his place of residence. Once it was clear that he would not be returning to his home located in the District's jurisdiction, Director Brown submitted his letter of resignation to the General Manager, making clear his intention to establish Florida as his place of residence. Director Brown's resignation is included in the Board packet for the special meeting scheduled for June 4, 2020. Under Water Code section 30504 and Government Code section 1780, subdivision (b), since the Board meeting is the later of the date of the resignation and the date the Board has notice of the resignation, the District has fifteen (15) days from the date of the Board meeting to notify the Board of Supervisors of the vacancy and begin the process of appointing a replacement to the vacancy.

Conclusion:

The Board's notice of Director Brown's resignation through the agenda for the Thursday, May 28, 2020 meeting, establishes the District's timeline to begin the process to fill the vacancy created by Director Brown's resignation. Director Brown's place of residence only changes once he acts with the intention to change his place of residence. The May 20, 2020 letter of resignation demonstrates Director Brown's intention to retain his place of residence within the District's jurisdiction that only changed once he was no longer able to travel as a consequence of pandemic.

⁹ Wat. Code, § 30508.

North Yuba Water District

PROJECT NAME:

Approve letter to South Feather Water and Power Authority regarding Proposed Water Transfer under Permit 1267 (Application 1651) and Permit 2492 (Application 2778)

DESCRIPTION:

The North Yuba Water District (“District”) received a letter dated May 5, 2020 indicating that South Feather Water and Power Authority (“South Feather”) intends to transfer water this year under Permit 1267 and Permit 2492 (collectively, the “Permits”). The Permits are included in the 2005 agreement between the District and South Feather that requires the any revenue generated from a transfer of water that uses South Feather Power Project (“SFPP”) facilities be split between the District and South Feather. The proposed response letter does not oppose the transfer, provided that South Feather fulfills its obligations to the District under the 2005 agreement.

COST:

The only costs to the District related to the letter was staff time to prepare the correspondence.

SOURCE OF FUNDING:

The source of funding is the District’s General Funds.

ACTION:

Approve the proposed letter to South Feather Water and Power Authority

Via Email (rmoseley@southfeather.com)

June 4, 2020

Rath Moseley
General Manager
South Feather Water and Power Authority
2310 Oro Quincy Highway
Oroville, CA 95966

RE: May 5, 2020 Correspondence related to the Proposed Water Transfer under Permit 1267 (Application 1651) and Permit 2492 (Application 2778)

Dear Rath,

Thank you for the letter dated May 5, 2020, enclosing South Feather Water and Power's ("South Feather") petition to the State Water Resources Control Board for a temporary transfer of water under Permit 1267 and Permit 2492 (collectively, the "Permits"). The use and revenue generated from water under the Permits are subject to the 2005 agreement and subsequent amendments between South Feather and North Yuba Water District ("Agreement"). North Yuba Water District ("North Yuba") has no objections to the proposed transfer, provided South Feather upholds its obligations under the Agreement with regard to the revenue generated through the transfer.

While the Agreement provides for three blocks of water delivered to North Yuba, each with their own revenue sharing requirements, the Agreement requires that "[a]ll revenues from any transfers, sales, leases, or exchanges of water, however such transfers are denominated, including transfers of water for purposes of power generation to other hydroelectric projects, that are received for water supplies stored, diverted, transported or delivered by the SFPP Joint Facilities any time after June 30, 2010, will be paid into the SFPP Joint Facilities Operating Account and will be treated in this account in the same manner as revenues from power sales."¹ Net revenue from power sales, and this proposed transfer, are split on a 50/50 basis between South Feather and North Yuba.² These provisions apply generally to transfers of water that use the South Feather Power Project ("SFPP") Joint facilities. Any transfer of water not specifically identified in the three blocks of water delivered to North Yuba, which have been the subject of several of the amendments to the Agreement, would be subject to the provisions highlighted above. Therefore, the transfers proposed under the Permits in the May 5, 2020 correspondence would be subject to this provision.

¹ Agreement, Part III: Water Deliveries and Use of SFPP Storage, Diversion and Conveyance Facilities for Deliveries to YCWD, Paragraph 12, page 20.

² Agreement, Part IV: Disposition of net SFPP Power Revenues After 2010, page 22.

North Yuba anticipates that South Feather will honor its obligations under the Agreement and North Yuba would receive its share of the revenue from the transfer. The Agreement provides that either party shall have reasonable access to the SFPP Joint Facilities Operating Account's records to ensure the accuracy of the accounting and South Feather is required to provide an annual accounting of the SFPP Joint Facilities Operating Account. I look forward to receiving that report and confirming that any transfer of water that occurs using SFPP Joint Facilities is properly included in the SFPP Joint Facilities Operating Account in addition to receiving North Yuba's share of the profits from the proposed transfer.

Thank you once again for the notice of South Feather's transfer plans. Should you wish to discuss South Feather's obligations under the Agreement with regard to the transfer, I am available at your convenience at jmaupin@nywd.org or (530) 675-2567.

Sincerely,

Jeff Maupin
General Manager
North Yuba Water District

**MINASIAN, MEITH,
SOARES, SEXTON &
COOPER, LLP**

ATTORNEYS AT LAW
A Partnership Including Professional Corporations

1681 Bird Street
Post Office Box 1679
Oroville California 95965-1679

Writer s E-MAIL dcooper@minasianlaw.com

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JEFFREY A MEITH
M ANTHONY SOARES
DUSTIN C COOPER
EMILY E LaMOE
ANDREW J McCLURE
JACKSON A MINASIAN

TELEPHONE
(530) 533-2885

FACSIMILE
(530) 533-0197

WILLIAM H SPRUANCE
Retired

MICHAEL V SEXTON,
Retired

May 5, 2020

Eric Oppenheimer
Deputy Director
Division of Water Rights
State Water Resources Control Board
P.O. Box 2000
Sacramento, CA 95812-2000

**Subject: South Feather Water & Power Agency Petitions for Change
Involving Water Transfers under Permit 1267 (Application 1651)
and Permit 2492 (Application 2778)**

Dear Mr. Oppenheimer:

On behalf of South Feather Water & Power Agency (Agency), enclosed are the following documents relative to its above referenced Petitions for Change Involving Water Transfers:

1. Petition for Change Involving Water Transfers Form for Permit 1267 (Application 1651) with Attachment No. 1 (one original and one copy).
2. Petition for Change Involving Water Transfers Form for Permit 2492 (Application 2778) with Attachment No. 1 (one original and one copy).
3. Environmental Information Form with Attachment (one original and one copy).
4. Checks in the amount of \$4495.50 and \$4495.50 to cover fees for the two Petitions.

5. Checks in the amount of \$850.00 and \$850.00 to cover the fees per Petition for the Department of Fish and Wildlife.

The Agency is petitioning to temporarily add points of diversion, point of rediversion, place of use, and purposes of use to its Permits 1267 and 2492 in order to transfer up to a total of 10,001 AF to participating State Water Contract (SWC) and Central Valley Project (CVP) Agencies by reservoir storage release. The Agency's Petitions and proposed 2020 Water Transfer are consistent with Water Code section 1725 et seq. As you are aware, time is of the essence to process these Petitions for the implementation of the water transfer to participating buyers and we appreciate your prompt attention to these Petitions.

Please call if you have any questions or require additional information.

Very truly yours,

MINASIAN, MEITH, SOARES,
SEXTON & COOPER, LLP

By: 

DUSTIN C. COOPER

Enclosures

cc: Rath Mosley, General Manager, South Feather Water & Power Agency
Jeff Maupin, North Yuba Water District
Sam Boland-Brien, Division of Water Rights
Anna Fock, DWR SWPAO
Tracy Pettit, DWR Operations
Michelle Snapp, Elizabeth Lee, CVRWQCB (via certified mail)
Kevin Thomas, Department of Fish and Wildlife (via certified mail)
Board of Supervisors, County of Fresno (via certified mail)
Board of Supervisors, County of Kings (via certified mail)
Board of Supervisors, County of Los Angeles (via certified mail)
Board of Supervisors, County of Orange (via certified mail)
Board of Supervisors, County of Riverside (via certified mail)
Board of Supervisors, County of San Bernardino (via certified mail)
Board of Supervisors, County of San Diego (via certified mail)

Board of Supervisors, County of San Luis Obispo (via certified mail)
Board of Supervisors, County of Santa Barbara (via certified mail)
Board of Supervisors, County of Santa Clara (via certified mail)
Board of Supervisors, County of Stanislaus (via certified mail)
Board of Supervisors, County of Tulare (via certified mail)
Board of Supervisors, County of Ventura (via certified mail)
Board of Supervisors, County of Alameda (via certified mail)
Board of Supervisors, County of San Joaquin (via certified mail)

W 058103

Vendor: SWRCB
 Vendor No. 79490
Invoice Number Date Description
 5-1-20 5-1-2020 Division of Water Rights - 2020 water transfer

Check Date: 04-30-2020
 Check Amount: 4,495.50
Invoice Amount
 4,495.50

SOUTH FEATHER
 ■ WATER & POWER ■
 2310 ORO-QUINCY HIGHWAY
 OROVILLE, CALIFORNIA 95966



W A R N I N G

DO NOT CASH THIS CHECK UNLESS YOU CAN SEE
 VERIFY FIRST "TRUE" WATERMARK. HOLD UP TO
 LIGHT TO SEE SAFE AND VERIFY FIRST.

TRI COUNTIES BANK
 1-800-922-8742
 90-3504/1211

W 058103

04/30/2020

\$4,495.50

FOUR THOUSAND FOUR HUNDRED NINETY-FIVE AND 50 / 100

SWRCB
 P.O. Box 2000
 Sacramento, CA 95812-2000

Patricia M...

W. SteWay

⑈058103⑈ ⑆121135045⑆

191065292⑈

W 058103

Vendor: SWRCB
 Vendor No. 79490
Invoice Number Date Description
 5-1-20 5-1-2020 Division of Water Rights - 2020 water transfer

Check Date: 04-30-2020
 Check Amount: 4,495.50
Invoice Amount
 4,495.50

W 058097

Vendor: SWRCB
Vendor No. 79490

Vendor Account No:

Check Date: 04/30/2020
Check Amount: 4,495.50

<u>Invoice Number</u>	<u>Date</u>	<u>Description</u>
4-30-20	4/30/2020	Division of Water Rights - 2020 water transfer

<u>Invoice Amount</u>
4,495.50

W A R N I N G

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LIGHT TO SEE SAFE AND VERIFY FIRST.

SOUTH FEATHER
■ WATER & POWER ■
2310 ORO-QUINCY HIGHWAY
OROVILLE, CALIFORNIA 95966



TRI COUNTIES BANK
1-800-922-8742
90-3504/1211

W 058097

04/30/2020

\$4,495.50

FOUR THOUSAND FOUR HUNDRED NINETY-FIVE AND 50 / 100

SWRCB
P.O. Box 2000
Sacramento, CA 95812-2000

Patricia May
W. C. Way

⑈058097⑈ ⑆121135045⑆

191085292⑈

W 058097

Vendor:	SWRCB
Vendor No.	79490
<u>Invoice Number</u>	<u>Date</u>
4-30-20	4/30/2020

Vendor Account No:

Check Date: 04/30/2020
Check Amount: 4,495.50

<u>Description</u>
Division of Water Rights - 2020 water transfer

<u>Invoice Amount</u>
4,495.50

W 058102

Vendor: Calif. Dept. of Fish and Wildlife
 Vendor No. 22153 Vendor Account No:
Invoice Number Date Description
 5-1-20 5/1/2020 2020 water transfer

Check Date: 04/30/2020
 Check Amount: 850.00
Invoice Amount
 850.00

SOUTH FEATHER
 ■ WATER & POWER ■
 2310 ORO-QUINCY HIGHWAY
 OROVILLE, CALIFORNIA 95966



W A R N I N G

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 LIGHT TO SEE SAFE AND VERIFY FIRST.

TRI COUNTIES BANK
 1-800-922-8742
 90-3504/1211

W 058102

04/30/2020

\$850.00

EIGHT HUNDRED FIFTY AND XX / 100

Calif. Dept. of Fish and Wildlife
 North Central Region
 1701 Nimbus Road, Suite A
 Rancho Cordova, CA 95670

Patricia Marie

W. Steve Wong

⑈058102⑈ ⑆121135045⑆

191085292⑈

W 058102

Vendor: Calif. Dept. of Fish and Wildlife
 Vendor No. 22153 Vendor Account No:
Invoice Number Date Description
 5-1-20 5/1/2020 2020 water transfer

Check Date: 04/30/2020
 Check Amount: 850.00
Invoice Amount
 850.00

W 058080

Vendor: Calif. Dept. of Fish and Wildlife
 Vendor No. 22153 Vendor Account No:
Invoice Number Date Description
 4-30-20 4/30/2020 2020 water transfer

Check Date: 04/30/2020
 Check Amount: 850.00
Invoice Amount
 850.00

SOUTH FEATHER
 ■ WATER & POWER ■
 2310 ORO-QUINCY HIGHWAY
 OROVILLE, CALIFORNIA 95966



W A R N I N G

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 LIGHT TO SEE SAFE AND VERIFY FIRST.

TRI COUNTIES BANK
 1-800-922-8742
 90-3504/1211

W 058080

04/30/2020

\$850.00

EIGHT HUNDRED FIFTY AND XX / 100

Calif. Dept. of Fish and Wildlife
 North Central Region
 1701 Nimbus Road, Suite A
 Rancho Cordova, CA 95670

Ruth Marie

W. St. Way

⑈058080⑈ ⑆121135045⑆

191085292⑈

W 058080

Vendor: Calif. Dept. of Fish and Wildlife
 Vendor No. 22153 Vendor Account No:
Invoice Number Date Description
 4-30-20 4/30/2020 2020 water transfer

Check Date: 04/30/2020
 Check Amount: 850.00
Invoice Amount
 850.00

Please indicate County where your project is located here:

Butte & Plumas

MAIL FORM AND ATTACHMENTS TO
State Water Resources Control Board
DIVISION OF WATER RIGHTS
P.O. Box 2000, Sacramento, CA 95812-2000
Tel (916) 341-5300 Fax (916) 341-5400
http://www.waterboards.ca.gov/waterrights

PETITION FOR CHANGE INVOLVING WATER TRANSFERS

Separate petitions are required for each water right. Mark all areas that apply to your proposed change(s). Incomplete forms may not be accepted. Location and area information must be provided on maps in accordance with established requirements (Cal Code Regs, tit 23, § 715 et seq). Provide attachments if necessary.

- Point of Diversion, Point of Rediversion, Place of Use, Purpose of Use, Temporary Urgency, Temporary Change, Long-term Transfer, Instream Flow Dedication

Application 1651 Permit 1267 License Statement

I (we) hereby petition for change(s) noted above and described as follows

Point of Diversion or Rediversion - Provide source name and identify points using both Public Land Survey System descriptions to 1/4-1/4 level and California Coordinate System (NAD 83).

Present See Attachment No. 1
Proposed See Attachment No. 1

Place of Use - Identify area using Public Land Survey System descriptions to 1/4-1/4 level; for irrigation, list number of acres irrigated

Present See Attachment No. 1
Proposed See Attachment No. 1

Purpose of Use

Present Recreation, Domestic, Municipal, Industrial, Irrigation
Proposed Recreation, Domestic, Municipal, Industrial, Irrigation

Instream Flow Dedication - Provide source name and identify points using both Public Land Survey System descriptions to 1/4-1/4 level and California Coordinate System (NAD 83)

Upstream Location Not applicable
Downstream Location

Table with 12 columns for months (Jan-Dec) and rows for flow quantities in cubic feet per second or gallons per day.

Will the dedicated flow be diverted for consumptive use at a downstream location? Yes No
If yes, provide the source name, location coordinates, and the quantities of flow that will be diverted from the stream

Proposed New User(s)

Provide the names, addresses, and phone numbers for all proposed new user(s) of the water right

See Attachment No. 1

Amount of Water to be Transferred

5,001 acre-feet will be transferred. If the basis of right is direct diversion, the average rate of diversion for the maximum 30-day period of use is N/A cubic feet per second or million gallons per day.

General Information – Provide the following information, if applicable to your proposed change(s).

Have you attached an analysis which documents that the amount of water to be transferred or exchanged would have been consumptively used or stored in the absence of the proposed temporary change or long-term transfer? Yes No

Have you attached an analysis of any changes to streamflow, water quality, timing of diversion or use, return flows, or effects on legal users from the proposed temporary change or long-term transfer? Yes No

Have you attached an analysis that shows the proposed temporary change or long-term transfer will not unreasonably affect fish, wildlife, or other instream beneficial uses? Yes No

I (we) have access to the proposed point of diversion or control the proposed place of use by virtue of:
 ownership lease verbal agreement written agreement

If by lease or agreement, state name and address of person(s) from whom access has been obtained.

The Agency owns the present points of diversion. Access has be or will be acquired for the proposed new, temporary points of diversion by virtue of agreements applicable with the Department of Water Resources, United States Bureau of Reclamation, and/or the participating buyers of the State Water Contractors and San Luis Delta and Mednota Water Authority.

Give name and address of any person(s) taking water from the stream between the present point of diversion or rediversion and the proposed point of diversion or rediversion, as well as any other person(s) known to you who may be affected by the proposed change.

See Attachment 1

All Right Holders Must Sign Below: I (we) declare under penalty of perjury that this involves only the amount of water which would have been consumptively used or stored in the absence of the proposed temporary change, and that the above is true and correct to the best of my (our) knowledge and belief.

Dated May 5, 2020 at Oroville, California


Right Holder or Authorized Agent Signature

General Counsel
Right Holder or Authorized Agent Signature

NOTE: All petitions must be accompanied by:
(1) the form Environmental Information for Petitions, available at: http://www.waterboards.ca.gov/waterrights/publications_forms/forms/docs/pet_info.pdf
(2) Division of Water Rights fee, per the Water Rights Fee Schedule, available at: http://www.waterboards.ca.gov/waterrights/water_issues/programs/fees/
(3) Department of Fish and Wildlife fee of \$850 (Pub. Resources Code, § 10005)

Attachment No. 1

to Petition for Change Involving Water Transfers

Permit 1267 (Application 1651)

held by South Feather Water & Power Agency

PURPOSE OF PETITION

The purpose of this Petition for Change Involving Water Transfers (Petition) is to: (1) add the State Water Project's (SWP) Harvey O. Banks Pumping Plant and Barker Slough Pumping Plant, the Central Valley Project's (CVP) Jones Pumping Plant, and San Luis Reservoir as points of diversion, and (2) add the service areas of the SWP and CVP as additional places of use to South Feather Water & Power Agency's (Agency) Permit 1267 (Application 1651). This Petition is being filed to facilitate a temporary transfer (2020 Water Transfer) of up to 5,000 acre-feet (AF) of currently stored surface water from the Agency's Little Grass Valley Reservoir during July through November 2020, which will be made available by reoperation of this reservoir for delivery to participating agencies of the State Water Contractors, Inc. and/or Central Valley Project (collectively "Buyers") in order to provide an additional water supply for recreational, irrigation, municipal, industrial, and domestic purposes. Another Petition for Change involving Water Transfers of up to an additional 5,001 acre feet under the Agency's Permit 2492 by reoperation of Sly Creek Reservoir is submitted contemporaneously with this Petition. Together, the two Petitions would allow the transfer of up to 10,001 AF to the Buyers.

Transfers involving reservoir storage release involve the release of water in excess of what would be released annually under normal operations. Absent the proposed temporary transfer, the Agency would not make water available at the point of delivery, Ponderosa Dam, thence Lake Oroville. The proposed 2020 Water Transfer is consistent with the dry conditions

prevailing throughout the State of California and the current SWP allocation for 2020 of 15 percent of contractor requested Table A amounts, while the CVP allocation for 2020 is 15% for agricultural water service contractors South-of-Delta, and 40% Friant Unit Class 1 contractors.

POINT OF DIVERSION OR REDIVERSION

Present Point of Diversion:

See Exhibit A

Proposed Additional Points of Diversion:

No change in the present point of diversion is proposed. The Agency proposes to add the following points of diversion:

Banks Pumping Plant via the Clifton Court Forebay

N 2,126,440 ft., E 6,256,425 ft., California Coordinate System Zone 3, NAD 83, being within the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Projected Section 20, T1S, R4E, MDB&M. This proposed additional point of diversion is identified on maps filed with the Division of Water Rights (Division) under Application 5630.

Barker Slough Pumping Plant

N 567,682, E 2,017,761, California Coordinate System Zone 2, within the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Projected Section 18, T5N, R2E, MDB&M. This proposed additional point of diversion is identified on maps filed with the Division of Water Rights (Division) under Application 5630.

CW "Bill" Jones Pumping Plant

N 2,121,505 ft., E 6,255,368 ft., California Coordinate System Zone 3, NAD 83, being within the NE $\frac{1}{4}$ of S W $\frac{1}{4}$ of Projected Section 29, T1S, R4E, MDB&M. The proposed

point of redirection is identified on maps filed with the Division of Water Rights under Map 214-202-84 (CVP).

San Luis Reservoir

37° 4'27.36"N/121° 0'54.55"W California Coordinate System, Zone 3, NAD 83, being within the SE 1/4 of Section 7, T10S, R9E, MDB&M. This proposed point of temporary storage and redirection is identified on maps filed with the Division under Application 5630 (SWP) and Map 214-202-84 (CVP) for the use of San Luis Reservoir.

PLACE OF USE

Present:

See Exhibit A.

Proposed:

No change in the present place of use is proposed. The Agency proposes to add the service area of the SWP and CVP as the proposed additional place of use in order to facilitate the temporary water transfer to the Buyers. The service area of the SWP is shown on Map 1878 – 1, 2, 3 and 4 on file with the Division under Application 5630, and this portion of the service area of the CVP is shown on Map 214-202-84 on file with the Division of Water Rights.

PROPOSED NEW USERS

The proposed new users could be water users within the following SWC and CVP Agencies listed below:

South Feather Water & Power Agency Permit 1267
Attachment to Petition for Change Involving Water Transfers

Central Coast Water Authority

Ray Stokes

255 Industrial Way

Buellton, CA 93427-9565

County of Kings

c/o Jacob Westra

1001 Chase Avenue

Corcoran, CA 93212

Dudley Ridge Water District

c/o Rick Besecker

Provost & Pritchard Engineering Group, Inc.

286 W. Cromwell Avenue

Fresno, CA 93711-6162

Kern County Water Agency and any one or more Member Units of Kern County Water
Agency

Lara Kimm

P. O. Box 58

Bakersfield, CA 93302

South Feather Water & Power Agency Permit 1267
Attachment to Petition for Change Involving Water Transfers

Metropolitan Water District of Southern California

Jeffrey Kightlinger

1121 L. Street, Suite 900

Sacramento, CA 95814-3974

Napa County Flood Control and Water Conservation District

Phillip M. Miller, PE

804 First St.

Napa, CA 94559-2623

Oak Flat Water District

Anthea Hansen

P.O. Box 1596

Patterson, CA 95363

Palmdale Water District

Jon Pernula

2029 East Avenue Q

Palmdale, CA 93550

Santa Clara Valley Water District

Francis Brewster

5750 Almaden Expressway

San Jose, CA 95118

South Feather Water & Power Agency Permit 1267
Attachment to Petition for Change Involving Water Transfers

Tulare Lake Basin Water Storage District

Jacob Westra

1001 Chase Avenue

Corcoran, CA 93212

- City of Avenal
- City of Coalinga
- City of Fresno
- City of Huron
- City of Lindsay
- City of Orange Cove
- City of Tracy
- Fresno County Water Works District No. 18
- San Benito County Water District
- Arvin-Edison Water Storage District
- Banta Carbona Irrigation District
- Broadview Water District
- Byron-Bethany Irrigation District
- Coelho Family Trust
- Del Puerto Water District
- Delano-Earlimart Irrigation District
- Eagle Field Water District
- Exeter Irrigation District
- Fresno Irrigation District

South Feather Water & Power Agency Permit 1267
Attachment to Petition for Change Involving Water Transfers

- Fresno Slough Water District
- Garfield Water District
- Grasslands Water District
- International Water District
- Ivanhoe Irrigation District
- James Irrigation District
- Laguna Water District
- Lewis Creek Water District
- Lindmore Irrigation District
- Lindsay-Strathmore Irrigation District
- Lower Tule River Irrigation District
- M.L. Dudley Company
- Mercy Springs Water District
- Orange Cove Irrigation District
- Oro Loma Water District
- Panoche Water District
- Patterson Water District
- Porterville Irrigation District
- Reclamation District 1606
- San Benito County Water District
- San Luis Water District
- Saucelito Irrigation District
- Shafter-Wasco Irrigation District

South Feather Water & Power Agency Permit 1267
Attachment to Petition for Change Involving Water Transfers

- Southern San Joaquin Municipal Utilities District
- Stone Corral Irrigation District
- Lea Pot Dome Water District
- Terra Bella Irrigation District
- Tranquility Public Utility District
- Tulare Irrigation District
- West Stanislaus Water district
- Westlands Water District

GENERAL INFORMATION

The Agency's Reservoir Storage Release will be made in accordance with the Draft Technical Information for Preparing Water Transfer Proposals, dated December 2019 (Draft Technical Information) published by the Department of Water Resources (DWR) and U.S. Bureau of Reclamation (Reclamation). The Draft Technical Information has been developed to address the concerns of DWR and Reclamation relative to the potential impacts that water transfers may have on other legal users, instream beneficial uses, and the overall economy and environment.

The Agency and DWR agreed to a refill criteria as part of the Agency's last transfer in 2015. The Agency is proposing the same refill criteria agreed upon in 2015 for these 2020 transfers. The criteria is attached as Exhibit C. With this criteria, the proposed transfer and the refill of the storage space vacated due to the proposed transfer does not injure any legal user of water.

As a result of the Agency's two Petitions for transfer, the flow into Lake Oroville at Ponderosa Dam and thence the Feather River will increase by up to 10,001 AF during the

South Feather Water & Power Agency Permit 1267
Attachment to Petition for Change Involving Water Transfers

period of the transfer over what would have occurred absent the proposed transfer. The water will be released from Lake Oroville consistent with current operational requirements. There will be no reduction in flow downstream of Lake Oroville as a result of the transfer. Therefore, there will be no injury to other legal water users, water quality, or return flows; in fact, these increased flows may provide benefits for fisheries and wildlife and may result in a positive effect to the water users between the point of delivery and the proposed additional point of diversion.

During a typical year, Little Grass Valley and Sly Creek Reservoirs are filled by the end of May with runoff from snow melt and rainfall, and are then gradually drawn down throughout the summer to provide instream aquatic habitat, consumptive water supply and power generation, while maintaining sufficient water supplies for recreational purposes. The end of the year storage (December 31) in Little Grass Valley is typically 45,000 – 50,000 AF, and the storage in Sly Creek Reservoir is 10,000 – 15,000 AF, for a combined end of year storage total of about 60,000 AF. In 2020, in the absence of a transfer, the Agencies combined end of year storage target is 66,000 AF.

To facilitate the transfer, 10,001 AF in excess of typical operations will be drawn down (5,000 from each Reservoir), while still meeting the Agency's various responsibilities regarding recreation, instream flow, and hydroelectric generation. This 10,001 AF in excess of typical operations would be delivered from Little Grass Valley Reservoir and Sly Creek Reservoir, respectively, through the Agency's facilities to Ponderosa dam where the water will be spilled to Lake Oroville (See attached Exhibit B depicting Agency facilities). The combined 2020 low-point storage in Little Grass Valley and Sly Creek Reservoirs would be drawn down to 55,999 AF, rather than the non-transfer target of 66,000 AF.

South Feather Water & Power Agency Permit 1267
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Once transfer water is delivered at Ponderosa Dam into Lake Oroville, DWR would deliver the transfer water to SWC Agencies on a schedule approved by DWR which will result in no impact to CVP or SWP operations. Transfer water releases from Lake Oroville and exports by DWR shall be made in conformance with all applicable regulatory requirements including those contained in Water Right Decision 1641, the Biological Opinions issued by the National Marine Fisheries Service and U.S. Fish and Wildlife Service (BiOps), the Incidental Take Permit (ITP) of California Department of Fish and Wildlife, as well as any other applicable regulatory obligations.

Consistent with Water Code § 1726, a copy of the Petition and related documents will be sent to California Department of Fish & Wildlife (DFW). The transfer is similar to transfers from other agencies within the Feather River watershed which have occurred over the last 20 plus years. No adverse impacts to those transfers were identified by DFW.

Agency provided a copy of this petition and related documents to Regional Board staff at the same time this petition was filed with the SWRCB. The water proposed for transfer is very high quality runoff derived from snowmelt and rains falling in predominantly undeveloped portions of the Butte and Plumas Counties in the Sierra Nevada mountains. The proposed transfer would not violate any water quality standards or waste discharge requirements. The proposed transfer would use existing reservoirs, streams, and rivers operating within all applicable requirements. Transfer water releases from Lake Oroville and exports by DWR shall be made in conformance with all applicable regulatory requirements including those contained in Water Right Decision 1641, the ITP, BiOps as well as all other applicable regulatory obligations

Agency will provide copies of the Petition and related documents, by certified mail, to the Board of Supervisors for the Counties of Butte, Plumas, Fresno, Kings, Los Angeles, Orange,

South Feather Water & Power Agency Permit 1267
Attachment to Petition for Change Involving Water Transfers

Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Santa Clara, Stanislaus,
Tulare, Ventura, Kern, Alameda, San Joaquin, and Santa Clara.

See files of the State Water Resources Control Board for more information regarding other legal water users, which may include the Delta water users, the CVP, the SWP, and the Cities of Sacramento and West Sacramento.

Please indicate County where your project is located here:

Butte

MAIL FORM AND ATTACHMENTS TO:
State Water Resources Control Board
DIVISION OF WATER RIGHTS
P.O. Box 2000, Sacramento, CA 95812-2000
Tel (916) 341-5300 Fax (916) 341-5400
http://www.waterboards.ca.gov/waterrights

PETITION FOR CHANGE INVOLVING WATER TRANSFERS

Separate petitions are required for each water right. Mark all areas that apply to your proposed change(s). Incomplete forms may not be accepted. Location and area information must be provided on maps in accordance with established requirements (Cal Code Regs tit 23 § 715 et seq.) Provide attachments if necessary.

- Point of Diversion, Point of Rediversion, Place of Use, Purpose of Use, Temporary Urgency, Temporary Change, Long-term Transfer, Instream Flow Dedication

Application 2778 Permit 2492 License Statement

I (we) hereby petition for change(s) noted above and described as follows:

Point of Diversion or Rediversion - Provide source name and identify points using both Public Land Survey System descriptions to 1/4-1/4 level and California Coordinate System (NAD 83).

Present See Attachment No. 1
Proposed See Attachment No. 1

Place of Use - Identify area using Public Land Survey System descriptions to 1/4-1/4 level for irrigation, list number of acres irrigated

Present See Attachment No. 1
Proposed See Attachment No. 1

Purpose of Use

Present Recreation, Domestic, Municipal, Industrial, Irrigation
Proposed Recreation, Domestic, Municipal, Industrial, Irrigation

Instream Flow Dedication - Provide source name and identify points using both Public Land Survey System descriptions to 1/4-1/4 level and California Coordinate System (NAD 83).

Upstream Location Not applicable
Downstream Location

List the quantities dedicated to instream flow in either cubic feet per second or gallons per day:

Table with 12 columns for months (Jan-Dec) and 2 rows for flow quantities.

Will the dedicated flow be diverted for consumptive use at a downstream location? Yes No
If yes, provide the source name, location coordinates, and the quantities of flow that will be diverted from the stream

Proposed New User(s)

Provide the names, addresses and phone numbers for all proposed new user(s) of the water right.

See Attachment No. 1

Amount of Water to be Transferred

5,001 acre-feet will be transferred. If the basis of right is direct diversion, the average rate of diversion for the maximum 30-day period of use is N/A cubic feet per second or million gallons per day.

General Information – Provide the following information, if applicable to your proposed change(s)

Have you attached an analysis which documents that the amount of water to be transferred or exchanged would have been consumptively used or stored in the absence of the proposed temporary change or long-term transfer? Yes No

Have you attached an analysis of any changes to streamflow, water quality, timing of diversion or use, return flows, or effects on legal users from the proposed temporary change or long-term transfer? Yes No

Have you attached an analysis that shows the proposed temporary change or long-term transfer will not unreasonably affect fish, wildlife, or other instream beneficial uses? Yes No

I (we) have access to the proposed point of diversion or control the proposed place of use by virtue of:
 ownership lease verbal agreement written agreement

If by lease or agreement, state name and address of person(s) from whom access has been obtained.

The Agency owns the present points of diversion. Access has be or will be acquired for the proposed new, temporary points of diversion by virtue of agreements as applicable with the Department of Water Resources, United States Bureau of Reclamation, and/or the participating buyers of the State Water Contractors and San Luis Delta and Mendota Water Authority.

Give name and address of any person(s) taking water from the stream between the present point of diversion or rediversion and the proposed point of diversion or rediversion, as well as any other person(s) known to you who may be affected by the proposed change.

See Attachment 1

All Right Holders Must Sign Below: I (we) declare under penalty of perjury that this involves only the amount of water which would have been consumptively used or stored in the absence of the proposed temporary change, and that the above is true and correct to the best of my (our) knowledge and belief.

Dated May 5, 202 at Oroville, California

 General Council
Right Holder or Authorized Agent Signature

Right Holder or Authorized Agent Signature

NOTE: All petitions must be accompanied by:
(1) the form Environmental Information for Petitions, available at:
http://www.waterboards.ca.gov/waterrights/publications_forms/forms/docs/pet_info.pdf
(2) Division of Water Rights fee, per the Water Rights Fee Schedule, available at:
http://www.waterboards.ca.gov/waterrights/water_issues/programs/fees/
(3) Department of Fish and Wildlife fee of \$850 (Pub. Resources Code, § 10005)

Attachment No. 1

to Petition for Change Involving Water Transfers

Permit 2492 (Application 2778)

held by South Feather Water & Power Agency

PURPOSE OF PETITION

The purpose of this Petition for Change Involving Water Transfers (Petition) is to: (1) add the State Water Project's (SWP) Harvey O. Banks Pumping Plant and Barker Slough Pumping Plant, the Central Valley Project's (CVP) Jones Pumping Plant, and San Luis Reservoir as points of diversion, and (2) add the service areas of the SWP and CVP as additional places of use to South Feather Water & Power Agency's (Agency) Permit 2492 (Application 2778). This Petition is being filed to facilitate a temporary transfer (2020 Water Transfer) of up to 5,001 acre-feet (AF) of currently stored surface water from the Agency's Sly Creek Reservoir during July through November 2020, which will be made available by reoperation of this reservoir for delivery to participating agencies of the State Water Contractors, Inc. and/or Central Valley Project (collectively "Buyers") in order to provide an additional water supply for recreational, irrigation, municipal, industrial, and domestic purposes. Another Petition for Change involving Water Transfers of up to an additional 5,001 AF under the Agency's Permit 1267 by reoperation of Little Grass Valley Reservoir is submitted contemporaneously with this Petition. Together, the two Petitions would allow the transfer of up to 10,001 AF to the Buyers.

Transfers involving reservoir storage release involve the release of water in excess of what would be released annually under normal operations. Absent the proposed temporary transfer, the Agency would not make water available at the point of delivery, Ponderosa Dam, thence Lake Oroville. The proposed 2020 Water Transfer is consistent with the dry conditions

prevailing throughout the State of California and the current SWP allocation for 2020 of 15 percent of contractor requested Table A amounts, while the CVP allocation for 2020 is 15% for agricultural water service contractors South-of-Delta, and 40% Friant Unit Class 1 contractors.

POINT OF DIVERSION OR REDIVERSION

Present Point of Diversion:

See Exhibit A

Proposed Additional Points of Diversion:

No change in the present point of diversion is proposed. The Agency proposes to add the following points of diversion:

Banks Pumping Plant via the Clifton Court Forebay

N 2,126,440 ft., E 6,256,425 ft., California Coordinate System Zone 3, NAD 83, being within the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Projected Section 20, T1S, R4E, MDB&M. This proposed additional point of diversion is identified on maps filed with the Division of Water Rights (Division) under Application 5630.

Barker Slough Pumping Plant

N 567,682, E 2,017,761, California Coordinate System Zone 2, within the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Projected Section 18, T5N, R2E, MDB&M. This proposed additional point of diversion is identified on maps filed with the Division of Water Rights (Division) under Application 5630.

CW "Bill" Jones Pumping Plant

N 2,121,505 ft., E 6,255,368 ft., California Coordinate System Zone 3, NAD 83, being within the NE $\frac{1}{4}$ of S W $\frac{1}{4}$ of Projected Section 29, T1S, R4E, MDB&M. The proposed

point of redirection is identified on maps filed with the Division of Water Rights under Map 214-202-84 (CVP).

San Luis Reservoir

37° 4'27.36"N 121° 0'54.55"W California Coordinate System, Zone 3, NAD 83, being within the SE 1-4 of Section 7, T10S, R9E, MDB&M. This proposed point of temporary storage and redirection is identified on maps filed with the Division under Application 5630 (SWP) and Map 214-202-84 (CVP) for the use of San Luis Reservoir.

PLACE OF USE

Present:

See Exhibit A.

Proposed:

No change in the present place of use is proposed. The Agency proposes to add the service area of the SWP and CVP as the proposed additional place of use in order to facilitate the temporary water transfer to the Buyers. This portion of the service area of the SWP is shown on Map 1878 -- 1, 2, 3 and 4 on file with the Division under Application 5630, and this portion of the service area of the CVP is shown on Map 214-202-84 on file with the Division of Water Rights.

PROPOSED NEW USERS

The proposed new users could be water users within the following SWC and CVP Agencies listed below:

South Feather Water & Power Agency Permit 2492
Attachment to Petition for Change Involving Water Transfers

Central Coast Water Authority
Ray Stokes
255 Industrial Way
Buellton, CA 93427-9565

County of Kings
c/o Jacob Westra
1001 Chase Avenue
Corcoran, CA 93212

Dudley Ridge Water District
c.o Rick Besecker
Provost & Pritchard Engineering Group, Inc.
286 W. Cromwell Avenue
Fresno, CA 93711-6162

Kern County Water Agency and any one or more Member Units of Kern County Water
Agency
Lara Kimm
P. O. Box 58
Bakersfield, CA 93302

Metropolitan Water District of Southern California
Jeffrey Kightlinger 1121 L. Street, Suite 900
Sacramento, CA 95814-3974

Napa County Flood Control and Water Conservation District
Phillip M. Miller, PE
804 First St.
Napa, CA 94559-2623

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Oak Flat Water District
Anthea Hansen
P.O. Box 1596
Patterson, CA 95363

Palmdale Water District
Jon Pernula
2029 East Avenue Q
Palmdale, CA 93550

Santa Clara Valley Water District
Francis Brewster
5750 Almaden Expressway
San Jose, CA 95118

Lulare Lake Basin Water Storage District
Jacob Westra
1001 Chase Avenue
Corcoran, CA 93212

- City of Avenal
- City of Coalinga
- City of Fresno
- City of Huron
- City of Lindsay
- City of Orange Cove
- City of Tracy
- Fresno County Water Works District No. 18
- San Benito County Water District

South Feather Water & Power Agency Permit 2492
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- Arvin-Edison Water Storage District
- Banta Carbona Irrigation District
- Broadview Water District
- Byron-Bethany Irrigation District
- Coelho Family Trust
- Del Puerto Water District
- Delano-Earlimart Irrigation District
- Eagle Field Water District
- Exeter Irrigation District
- Fresno Irrigation District
- Fresno Slough Water District
- Garfield Water District
- Grasslands Water District
- International Water District
- Ivanhoe Irrigation District
- James Irrigation District
- Laguna Water District
- Lewis Creek Water District
- Lindmore Irrigation District
- Lindsay-Strathmore Irrigation District
- Lower Tule River Irrigation District
- M.L. Dudley Company
- Mercy Springs Water District
- Orange Cove Irrigation District
- Oro Loma Water District
- Panoche Water District
- Patterson Water District
- Porterville Irrigation District
- Reclamation District 1606

South Feather Water & Power Agency Permit 2492
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- San Benito County Water District
- San Luis Water District
- Saucelito Irrigation District
- Shafter-Wasco Irrigation District
- Southern San Joaquin Municipal Utilities District
- Stone Corral Irrigation District
- Tea Pot Dome Water District
- Terra Bella Irrigation District
- Tranquility Public Utility District
- Tulare Irrigation District
- West Stanislaus Water district
- Westlands Water District

GENERAL INFORMATION

The Agency's Reservoir Storage Release will be made in accordance with the Draft Technical Information for Preparing Water Transfer Proposals, dated December 2019 (Draft Technical Information) published by the Department of Water Resources (DWR) and U.S. Bureau of Reclamation (Reclamation). The Draft Technical Information has been developed to address the concerns of DWR and Reclamation relative to the potential impacts that water transfers may have on other legal users, instream beneficial uses, and the overall economy and environment.

The Agency and DWR agreed to a refill criteria as part of the Agency's last transfer in 2015. The Agency is proposing the same refill criteria agreed upon in 2015 for these 2020 transfers. The criteria is attached as Exhibit C. With this criteria, the proposed transfer and the refill of the storage space vacated due to the proposed transfer does not injure any legal user of water.

South Feather Water & Power Agency Permit 2492
Attachment to Petition for Change Involving Water Transfers

As a result of the Agency's two Petitions for transfer, the flow into Lake Oroville at Ponderosa Dam and thence the Feather River will increase by up to 10,001 AF during the period of the transfer over what would have occurred absent the proposed transfer. The water will be released from Lake Oroville consistent with current operational requirements. There will be no reduction in flow downstream of Lake Oroville as a result of the transfer. Therefore, there will be no injury to other legal water users, water quality, or return flows; in fact, these increased flows may provide benefits for fisheries and wildlife and may result in a positive effect to the water users between the point of delivery and the proposed additional point of diversion.

During a typical year, Little Grass Valley and Sly Creek Reservoirs are filled by the end of May with runoff from snow melt and rainfall, and are then gradually drawn down throughout the summer to provide instream aquatic habitat, consumptive water supply and power generation, while maintaining sufficient water supplies for recreational purposes. The end of the year storage (on or before December 31) in Little Grass Valley is typically 45,000 - 50,000 AF, and the storage in Sly Creek Reservoir is 10,000 - 15,000 AF, for a combined end of year storage total of about 60,000 AF. In 2015, in the absence of a transfer, the Agencies combined end of year storage target is 66,000 AF.

To facilitate the transfer, 10,001 AF in excess of typical operations will be drawn down (5,000 from each Reservoir), while still meeting the Agency's various responsibilities regarding recreation, instream flow, and hydroelectric generation. This 10,001 AF in excess of typical operations would be delivered from Little Grass Valley Reservoir and Sly Creek Reservoir, respectively, through the Agency's facilities to Ponderosa dam where the water will be spilled to Lake Oroville (See attached Exhibit B depicting Agency facilities). The combined 2020 low-

point storage in Little Grass Valley and Sly Creek Reservoirs would be drawn down to 55,999 AF, rather than the non-transfer target of 66,000 AF.

Once transfer water is delivered at Ponderosa Dam into Lake Oroville, DWR would deliver the transfer water to SWC Agencies on a schedule approved by DWR which will result in no impact to CVP or SWP operations. Transfer water releases from Lake Oroville and exports by DWR shall be made in conformance with all applicable regulatory requirements including those contained in Water Right Decision 1641, the Biological Opinions issued by the National Marine Fisheries Service and U.S. Fish and Wildlife Service (BiOps), the Incidental Take Permit (ITP) of California Department of Fish and Wildlife, as well as any other applicable regulatory obligations.

Consistent with Water Code § 1726, a copy of the Petition and related documents will be sent to California Department of Fish & Wildlife (DFW). The transfer is similar to transfers from other agencies within the Feather River watershed have occurred over the last 20 plus years. No adverse impacts to those transfers were identified by DFW.

Agency provided a copy of this petition and related documents to Regional Board staff at the same time this petition was filed with the SWRCB. The water proposed for transfer is very high quality runoff derived from snowmelt and rains falling in predominantly undeveloped portions of the Butte and Plumas Counties in the Sierra Nevada mountains. The proposed transfer would not violate any water quality standards or waste discharge requirements. The proposed transfer would use existing reservoirs, streams, and rivers operating within all applicable requirements. Transfer water releases from Lake Oroville and exports by DWR shall be made in conformance with all applicable regulatory requirements including those contained in

South Feather Water & Power Agency Permit 2492
Attachment to Petition for Change Involving Water Transfers

Water Rights Decision 1641, the ITP, BiOps, as well as all other applicable regulatory obligations.

Agency will provide copies of the Petition and related documents, by certified mail, to the Board of Supervisors for the Counties of Butte, Plumas, Fresno, Kings, Los Angeles, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara, Santa Clara, Stanislaus, Tulare, Ventura, Kern, Alameda, San Joaquin, and Santa Clara.

See files of the State Water Resources Control Board for more information regarding other legal water users, which may include the Delta water users, the CVP, the SWP, and the Cities of Sacramento and West Sacramento.

ENVIRONMENTAL INFORMATION FOR PETITIONS

This form is required for all petitions

Before the State Water Resources Control Board (State Water Board) can approve a petition, the State Water Board must consider the information contained in an environmental document prepared in compliance with the California Environmental Quality Act (CEQA). This form is not a CEQA document. If a CEQA document has not yet been prepared, a determination must be made of who is responsible for its preparation. As the petitioner, you are responsible for all costs associated with the environmental evaluation and preparation of the required CEQA documents. Please answer the following questions to the best of your ability and submit any studies that have been conducted regarding the environmental evaluation of your project. If you need more space to completely answer the questions, please number and attach additional sheets.

DESCRIPTION OF PROPOSED CHANGES OR WORK REMAINING TO BE COMPLETED

For a petition for change, provide a description of the proposed changes to your project including, but not limited to, type of construction activity, structures existing or to be built, area to be graded or excavated, increase in water diversion and use (up to the amount authorized by the permit), changes in land use, and project operational changes, including changes in how the water will be used. For a petition for extension of time, provide a description of what work has been completed and what remains to be done. Include in your description any of the above elements that will occur during the requested extension period.

South Feather Water & Power Agency proposes transferring up to 10,000AF to participating agencies of the State Water Contractors Inc. and Central Valley Project. Approximately 5,000 AF would be made available by reoperating Little Grass Valley Reservoir that would otherwise remain in storage in 2020. Approximately 5,001 AF would be made available by reoperating Sly Grass Reservoir that would otherwise remain in storage in 2020.

For additional detail see Attachment 1 to Environmental Information enclosed herewith. Also, see accompanying petitions for change involving water transfer (and attachments)

Insert the attachment number here, if applicable:

1

Coordination with Regional Water Quality Control Board

For change petitions only, you must request consultation with the Regional Water Quality Control Board regarding the potential effects of your proposed change on water quality and other instream beneficial uses. (Cal. Code Regs., tit 23, § 794.) In order to determine the appropriate office for consultation, see: http://www.waterboards.ca.gov/waterboards_map.shtml. Provide the date you submitted your request for consultation here, then provide the following information

Date of Request

Per Cal WC 1725-1732

Will your project during construction or operation, (1) generate waste or wastewater containing such things as sewage, industrial chemicals, metals, or agricultural chemicals, or (2) cause erosion, turbidity or sedimentation?

Yes No

Will a waste discharge permit be required for the project?

Yes No

If necessary, provide additional information below:

[Empty text box for additional information]

Insert the attachment number here, if applicable:

Local Permits

For temporary transfers only, you must contact the board of supervisors for the county(ies) both for where you currently store or use water and where you propose to transfer the water. (Wat. Code § 1726.) Provide the date you submitted your request for consultation here.

Date of Contact

Per Cal.WC 1725-1732

For change petitions only, you should contact your local planning or public works department and provide the information below.

Person Contacted: Date of Contact:

Department: Phone Number:

County Zoning Designation:

Are any county permits required for your project? If yes, indicate type below. Yes No

Grading Permit Use Permit Watercourse Obstruction Permit

Change of Zoning General Plan Change Other (explain below)

If applicable, have you obtained any of the permits listed above? If yes, provide copies. Yes No

If necessary, provide additional information below:

[Empty text box for additional information]

Insert the attachment number here, if applicable:

Federal and State Permits

Check any additional agencies that may require permits or other approvals for your project:

- Regional Water Quality Control Board Department of Fish and Game
- Dept of Water Resources, Division of Safety of Dams California Coastal Commission
- State Reclamation Board U.S Army Corps of Engineers U.S Forest Service
- Bureau of Land Management Federal Energy Regulatory Commission
- Natural Resources Conservation Service

Have you obtained any of the permits listed above? If yes, provide copies. Yes No

For each agency from which a permit is required, provide the following information:

Agency	Permit Type	Person(s) Contacted	Contact Date	Phone Number

If necessary, provide additional information below.

Insert the attachment number here, if applicable:

Construction or Grading Activity

Does the project involve any construction or grading-related activity that has significantly altered or would significantly alter the bed, bank or riparian habitat of any stream or lake? Yes No

If necessary, provide additional information below:

Insert the attachment number here, if applicable:

Archeology

Has an archeological report been prepared for this project? If yes, provide a copy. Yes No

Will another public agency be preparing an archeological report? Yes No

Do you know of any archeological or historic sites in the area? If yes, explain below. Yes No

If necessary, provide additional information below:

Insert the attachment number here, if applicable:

Photographs

For all petitions other than time extensions, attach complete sets of color photographs, clearly dated and labeled, showing the vegetation that exists at the following three locations:

- Along the stream channel immediately downstream from each point of diversion
- Along the stream channel immediately upstream from each point of diversion
- At the place where water subject to this water right will be used

Maps

For all petitions other than time extensions, attach maps labeled in accordance with the regulations showing all applicable features, both present and proposed, including but not limited to: point of diversion, point of rediversion, distribution of storage reservoirs, point of discharge of treated wastewater, place of use, and location of instream flow dedication reach. (Cal. Code Regs., tit. 23, §§ 715 et seq., 794.)

Pursuant to California Code of Regulations, title 23, section 794, petitions for change submitted without maps may not be accepted.

All Water Right Holders Must Sign This Form:

I (we) hereby certify that the statements I (we) have furnished above and in the attachments are complete to the best of my (our) ability and that the facts, statements, and information presented are true and correct to the best of my (our) knowledge. Dated May 5, 2020 at Oroville.

 General Counsel

Water Right Holder or Authorized Agent Signature

Water Right Holder or Authorized Agent Signature

NOTE:

- Petitions for Change may not be accepted unless you include proof that a copy of the petition was served on the Department of Fish and Game. (Cal. Code Regs., tit. 23, § 794.)
- Petitions for Temporary Transfer may not be accepted unless you include proof that a copy of the petition was served on the Department of Fish and Game and the board of supervisors for the county(ies) where you currently store or use water and the county(ies) where you propose to transfer the water. (Wat. Code § 1726.)

Attachment No. 1
to Environmental Information for
Petition for Change Involving Water Transfers
Permit 2492 (Application 2778)
Permit 1267 (Application 1651)
held by South Feather Water & Power Agency

DESCRIPTION OF PROPOSED CHANGES

South Feather Water & Power Agency (Agency) is petitioning to temporarily add points of diversion, a point of rediversion, and place and purpose of use to the water right identified above in order to transfer up to 10,001 AF to participating State Water Contractor (SWC) and Central Valley Project Agencies (CVP) (collectively "Buyers") by reservoir reoperation. Enclosed along with the Environmental Information form are two petitions for temporary change under the Agency's Permit 2492 (transferring up to 5,001 AF from Sly Creek Reservoir) and Permit 1267 (transferring up to 5,000 AF from Little Grass Valley Reservoir) to implement the proposed 10,001 AF temporary transfer.

The petitions propose adding the State Water Project's (SWP) Banks Pumping Plant and Barker Slough Pumping Plant and the Central Valley Project's (CVP) Jones Pumping Plant as points of diversion; San Luis Reservoir is proposed to be added as a point of rediversion; and the service areas of the SWP and CVP are proposed to be added as a place of use. These proposed additions would authorize the transfer of water to the participating Buyers during 2020. The proposed 2020 Water Transfer will provide the Buyers with an additional water supply in a year in which the current SWP allocation and CVP south of Delta agriculture for 2020 is 15 percent

of contractor requested amounts. Neither petition proposes a change to the existing points of diversion, points of rediversion, place of use, or purposes of use.

The quantity of water proposed to be made available by reservoir reoperation would be diverted from storage at Little Grass Valley (5,000 AF, under Permit 1267) and Sly Creek Reservoirs (5,001 AF, under Permit 2492) for a cumulative delivery of up to 10,001 AF at Ponderosa Dam to Lake Oroville. The water would be delivered to Ponderosa Dam, the point of delivery, on a schedule agreed upon between Agency and DWR. The delivery period will likely be in September or October over an approximately two to three-week period. DWR would convey the transfer water from Lake Oroville to the new points of diversion and rediversion set forth in the Agency's petitions consistent with existing regulations and laws, including Delta biological opinions. Absent the proposed temporary transfer, the Agency would have kept the up to 10,001 AF of stored water in its reservoirs pursuant to its water rights. The proposed temporary transfer does not involve any construction or other physical changes to the Agency's facilities.

Petitions for temporary transfer of water pursuant to Water Code Section 1725 are exempt from CEQA. (Water Code § 1729.)

PHOTOGRAPHS

The present point of diversion and the proposed additional points of diversion and point of rediversion include existing facilities that are well known and documented with the Division of Water Rights (Division). In addition, the present and proposed places of use are also well known and documented with the Division. Photographs of the present places of use are attached as Exhibit A. However, photographs of the proposed points of diversion and new place of use are not included.

MAPS

The present points of diversion and rediversion are shown on maps filed with the Division for Permit 2492 and Permit 1267. The Agency proposes to add the following points of diversion:

Banks Pumping Plant via the Clifton Court Forebay

N 2,126,440 ft., E 6,256,425 ft., California Coordinate System Zone 3, NAD 83, being within the NW $\frac{1}{4}$ of SE $\frac{1}{4}$ of Projected Section 20, T1S, R4E, MDB&M. This proposed additional point of diversion is identified on maps filed with the Division of Water Rights (Division) under Application 5630.

Barker Slough Pumping Plant

N 567,682, E 2,017,761, California Coordinate System Zone 2, within the NE $\frac{1}{4}$ of SW $\frac{1}{4}$ of Projected Section 18, T5N, R2E, MDB&M. This proposed additional point of diversion is identified on maps filed with the Division of Water Rights (Division) under Application 5630.

CW "Bill" Jones Pumping Plant

N 2,121,505 ft., E 6,255,368 ft., California Coordinate System Zone 3, NAD 83, being within the NE $\frac{1}{4}$ of S W $\frac{1}{4}$ of Projected Section 29, T1S, R4E, MDB&M. The proposed point of rediversion is identified on maps filed with the Division of Water Rights under Map 214-202-84 (CVP).

San Luis Reservoir

37° 4'27.36"N/121° 0'54.55"W California Coordinate System, Zone 3, NAD 83, being within the SE $\frac{1}{4}$ of Section 7, T10S, R9E, MDB&M. This proposed point of temporary

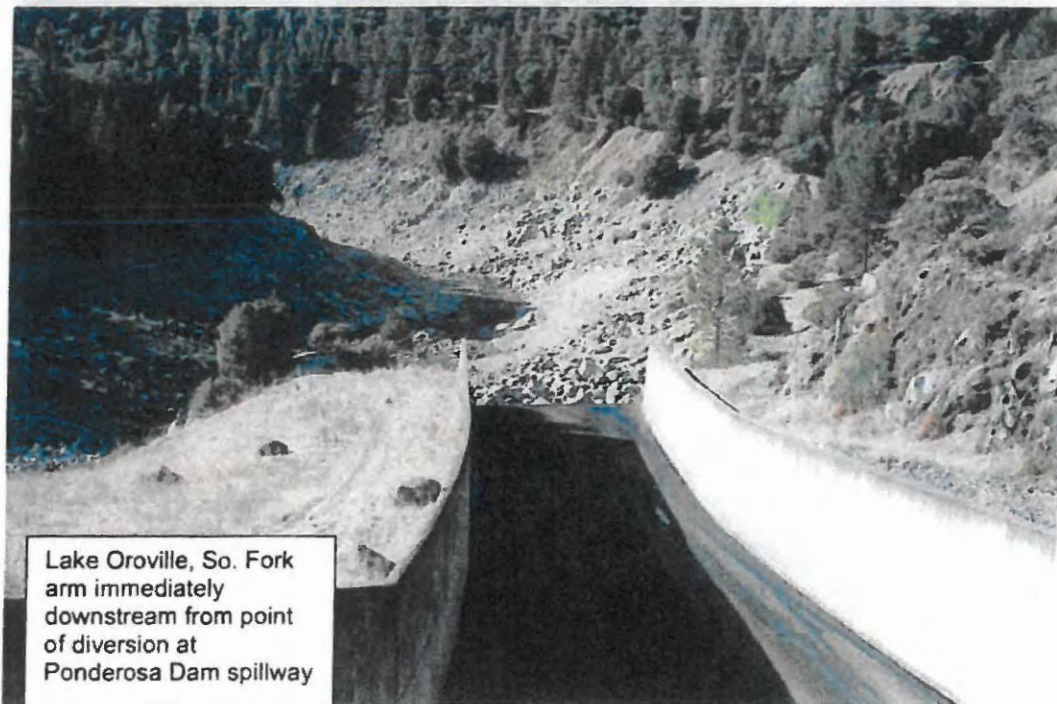
South Feather Water & Power Agency Permits 1267 and 2492
Attachment to Environmental Information Form

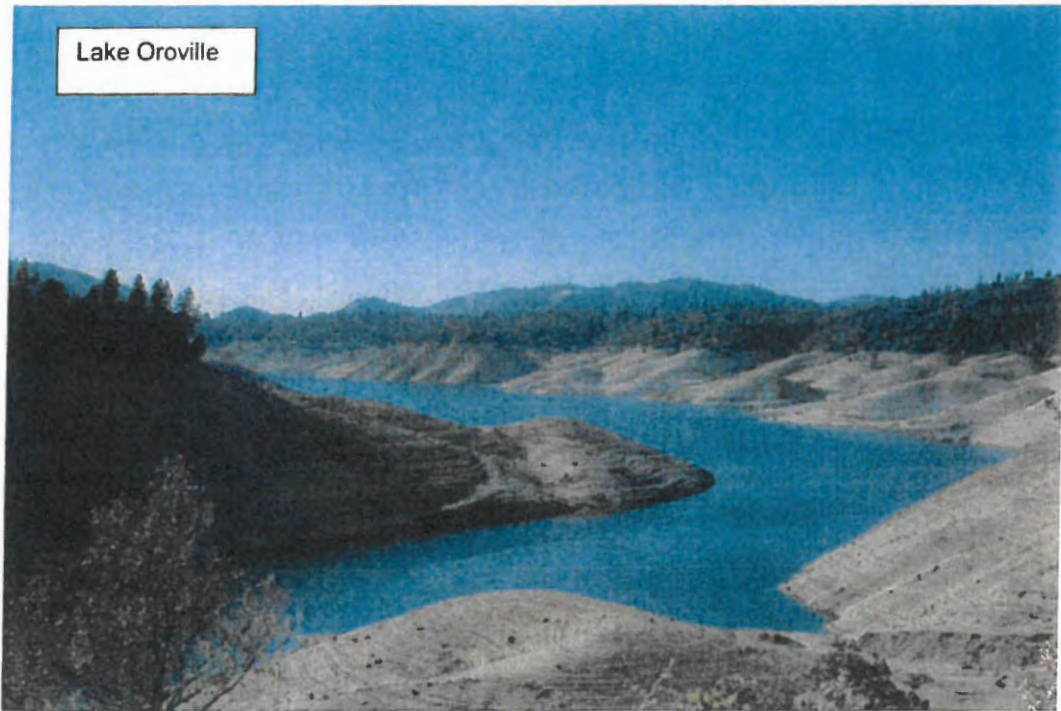
storage and redirection is identified on maps filed with the Division under Application 5630 (SWP) and Map 214-202-84 (CVP) for the use of San Luis Reservoir.

The Agency proposes to add the service area of the SWP and CVP as the proposed additional place of use in order to facilitate the temporary water transfer to the Buyers. This portion of the service area of the SWP is shown on Map 1878 – 1, 2, 3 and 4 on file with the Division under Application 5630, and this portion of the service area of the CVP is shown on Map 214-202-84 on file with the Division of Water Rights.

EXHIBIT A

**Environmental Information for Petitions
Environmental Setting – Photographs**

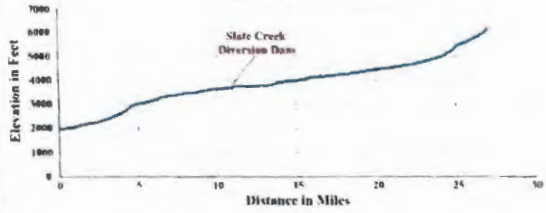




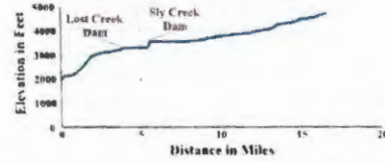
The 10,000 acre-feet transferred will be placed in Lake Oroville for release to the Feather River and to points of rediversion for the buyer(s) agencies.

EXHIBIT B

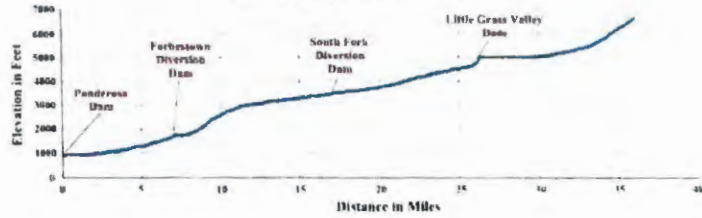
Slate Creek Profile



Lost Creek Profile



South Fork Feather River Profile



Project Area

★ Sacramento

Basemap Features

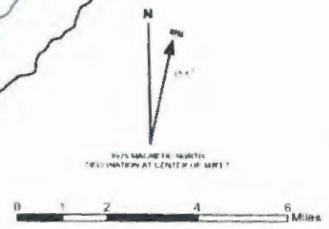
- Powerhouses
- Trails
- Major Roads
- Forest Roads used for SFPP Operations
- Plumas National Forest Roads
- Canal
- Penstock
- Siphon
- - - Tunnel

- FERC Project Boundary
- Perennial Streams & Rivers
- South Fork Project Reservoirs
- Project Vicinity Boundary

- Non-Project**
- South Feather Water and Power Agency Ditches
 - Non-Project Reservoirs
 - 115 kV Transmission Lines

Project Facility Color key

South Feather Power Project's Hydroelectric Project (FERC Project No. 2088)



REV	DATE	DESCRIPTION	DRAWN	CHECKED	APPR'D
	09-11-03	ES-1.pdf	ERF	CCC	
FIGURE ES-1					
South Feather Power Project					
Vicinity Map					
SOUTH FEATHER POWER PROJECT					
FERC PROJECT NO. 2088			September 11, 2003		
Data Sources: Roads and Streams: Plumas National Forest and U.S. Census Bureau TIGER 2000; Reservoirs: SFPPA & U.S. Census Bureau TIGER 2000; Transmission Lines: USGS & GPS; SFPPA facilities: SFPPA					
Original Map: Size 11" x 17" color - File: progpower/vicinity/figure1.mxd					
Map prepared by: South Feather Water and Power Agency © 2003, South Feather Power Project					

EXHIBIT C

Exhibit C
Proposed SFWPA 2020 Refill Criteria
(Modeled After SFWPA/DWR's 2015 Refill Criteria)

SFWPA, principally located in Butte County, owns and operates Little Grass Valley and Sly Creek Reservoirs and holds Water Rights Permits 1267 and 2492 (Applications 1651 and 2778). SFWPA is willing to release up to 10,001 acre-feet of water stored in its Little Grass Valley and Sly Creek Reservoirs for transfer to the SWP and/or CVP Buyers in 2020.

1. The Point of Transfer to the buyer shall be Ponderosa Dam at Lake Oroville. DWR will release the Transfer Water from Lake Oroville on a schedule approved by DWR. DWR shall convey the Transfer Water less any losses as specified in this Agreement to the SWP and/or CVP Buyers service areas from the North Bay Aqueduct and Banks Pumping Plant.
2. The Maximum Transfer Amount is 10,001 acre-feet. The Transfer Water will be measured by SFWPA at Ponderosa Dam and reported weekly to the DWR contact listed in Article XX of this 2020 Storage and Conveyance Agreement ("Agreement"), and verified by a change in SFWPA operations that demonstrates delivery of new water at the Point of Transfer, using gauge records for spill at Ponderosa Dam and 2020 low-point reservoir storage at Little Grass Valley and Sly Creek dams. SFWPA shall submit the gage rating curves and any other relevant technical information to DWR prior to initiating the transfer. DWR will schedule the release of Transfer Water from Lake Oroville during the Transfer Period. All Transfer Water made available by SFWPA is subject to losses as specified in Article XX of this Agreement from the Point of Transfer to the NBA and Banks Pumping Plant. The losses will be applied to the water pumped from the Delta. For example, if the losses are 30 percent and the Maximum Transfer Amount of 10,001 acre-feet is made available at the Point of Transfer, losses of 3,000.3 acre-feet shall be assessed resulting in a net amount of Transfer Water exported of 7,000.7 acre-feet.
3. The release of Transfer Water shall be in addition to amounts otherwise scheduled to be released from Little Grass Valley and Sly Creek by SFWPA including, but not limited to, required in-stream flows, water provided under the terms of any agreements or regulatory requirements, and any other water transfers made by SFWPA.
4. Refilling of the Little Grass Valley and Sly Creek vacated storage resulting from the release of the 2020 Transfer Water pursuant to this Agreement may adversely impact the operations of the Central Valley Project (CVP) and SWP (collectively referred to as the Projects) if it occurs when Lake Oroville has not reached Flood Control Operations. Due to the dry hydrologic conditions in 2020,

DWR is willing to accept a modified refill criteria, as described below in this Article, for a transfer originating above Lake Oroville. There are unique benefits to the proposed water transfer to both SWP Buyers and SWP project operations in 2020 that make a modification of the refill criteria acceptable for the 2020 transfer.

5. These refill criteria shall not establish a precedent for future transfers from SFWPA. To avoid potential refill impacts to the SWP and CVP, the following Refill Requirements shall apply to the water transferred under this Agreement.
 - a. The maximum allowable combined Little Grass Valley and Sly Creek storage amount at its low point in October 2020 shall be **XXXXX** acre-feet in order to obtain credit for the maximum amount of Transfer Water of 10,001 acre-feet. SFWPA shall submit to DWR sufficient information demonstrating that its operations have changed and will result in the delivery of an additional up to 10,001 acre-feet of Transfer Water at the Point of Transfer including the 2020 operations plan without the transfer operations. The maximum allowable October low point storage represents a reduction in storage below the initially projected 2020 without project operations.
 - b. SFWPA shall maintain a "Refill Impact Account" to track the refill of Little Grass Valley and Sly Creek reservoir storage vacated as a result of the release of 2020 Transfer Water. The Refill Impact Account balance shall begin to accrue when SFWPA's combined storage in Sly Creek and Grass Valley Reservoirs equals or exceeds the maximum allowable combined storage in any given month as shown in the table below minus the actual transfer quantity. The Refill Account Balance shall not exceed the amount of the transfer. The maximum allowable capacity at the end of each month, based on the spill gate operations plan on file with the Department of Water Resources, Division of Safety of Dams, is as follows:

Month	Max AF	Month	Max AF	Month	Max AF
January	124,302	May	151,107	September	124,302
February	124,302	June	151,107	October	124,302
March	119,327	July	151,107	November	124,302
April	129,208	August	151,107	December	124,302

- c. This Agreement and Exhibit shall not limit SFWPA's ability to refill storage vacated as a result of normal, non-transfer operations (Non-transfer Refill). Non-transfer Refill shall be deemed to occur first before filling storage vacated due to transfer.

- d. SFWPA may refill the storage vacated due to the transfer beginning December 1, 2020 during Delta excess conditions and when Oroville storage is greater than 1.1 MAF. If refill of storage vacated for the transfer occurs before "Flood Control Operations," as hereinafter defined, then the amount of such refill shall be accounted for in the Refill Impact Account. If there is a balance in the Refill Impact Account on May 31 of any year following the transfer and before Oroville reaches "Flood Control Operations", SFWPA shall be required to release the quantity of water in the Refill Impact Account by July 31 of that year whenever the end-of-water year projected storage level in Lake Oroville at a 90% exceedance, as determined by DWR in accordance with its May Operations Plan, is projected to be at or below 1.6 MAF.
 - e. The obligation to maintain a Refill Impact Account and to mitigate for any possible impacts from the transfer will apply until Lake Oroville reaches Flood Control Operations. Flood Control Operations, for purposes of determining SFWPA transfer refill impact, shall exist when any of the following conditions occur:
 - (1) Actual storage in Lake Oroville encroaches into flood control reservation as defined by the Corps of Engineers Flood Control Diagram dated September 1971; or
 - (2) Total releases to the Feather River below Thermalito Afterbay outlet are greater than or equal to 10,000 cubic feet per second and the Delta is not in Balanced Conditions;
 - (3) Storage in Lake Oroville exceeds normal maximum storage of 3,500,000 acre-feet.
 - f. The Refill Impact Account will be set to zero if DWR meets any Flood Control Operations (as defined above) from Lake Oroville in an amount at least as great as the then existing Refill Impact Account balance.
 - g. Notwithstanding anything to the contrary in this Agreement, the maximum balance in the Refill Impact Account that SFWPA may be required to release in any given year will not exceed the transfer quantity.
6. SFWPA will not conduct another water transfer, other than that provided for in this Agreement if such additional transfer could impair SFWPA's ability to fully comply with the terms of this Agreement.



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www.crowe.com

May 28, 2020

Barbara Brenner
Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, California 95814

RE: North Yuba Water District Matter

Dear Ms. Brenner:

This engagement letter agreement ("Agreement") sets forth our understanding of the consulting services to be provided by Crowe LLP ("Crowe" or "we" or "our") to you, as counsel in the above referenced matter.

SERVICES

We understand that Churchwell White LLP ("Counsel" or "you" or "your") desires to engage Crowe to provide consulting and support services to Counsel for the benefit of its client, North Yuba Water District ("Client"). The provision of services may consist of in-person meetings, review and analysis of documents, discussions by telephone, and written and oral reports of findings as may be directed or requested by Counsel. You will be responsible for determining any legal strategy and for determining the services requested of Crowe consistent with your strategy.

You may direct Crowe to evaluate opinions expressed or reports issued by other consultants or experts and to assist you with your preparation for taking relevant fact and/or expert depositions. Crowe may perform economic, industry and accounting research to support our analysis or conclusions.

Crowe will provide advice as requested on business and financial matters within our expertise and expert witness testimony, if requested. However, until you so request and we accept, the services will be those of a consultant and not a testifying expert.

DRAFT REPORTS

Any information, advice, recommendations or other content of any memoranda, reports, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client may not rely on any draft Report. Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

PRIVILEGE APPLICABLE

You will provide written direction with respect to preserving confidentiality and work product privilege. It will be your or your client's responsibility to defend any claims of privilege or confidentiality related to our work. It is your responsibility to bring to our attention any applicable laws or legal principles that should be considered by us in performing our analysis or developing a methodology to support our opinion.

CONFLICTS OF INTEREST

Based upon an understanding of the parties to this matter, as you disclosed to us, we have completed or we will complete an initial review of our files for evidence of conflicts of interest. We are currently unaware that any exist. If a potential conflict arises, we will bring this to your attention in writing as soon as possible.

We are accepting this engagement with your consent that we may accept any other engagement from an existing or new client, provided that the engagement is not, in our sole discretion, 1) adverse to your client and 2) substantially related to the subject matter of services we have provided to you and will not require disclosure of any of your client's confidential information. This advance waiver of conflicts includes controversies in which we may be engaged by a client who is adverse to you or another member of your firm or your other clients.

WORKPAPERS AND WORK PRODUCT

Please note that it is our practice to retain e mails, written drafts of reports or other correspondence between Crowe, you, your client and/or any third party working with you in connection with this case. We also retain meeting notes and workpapers. However, some versions of documents may be overwritten and not maintained in original form.

All workpapers or other documents used by us during the course of this engagement will be maintained in segregated files. At the end of the engagement, you will have several options related to the documents or copies of documents that we do not need to retain in our files: (a) have us return all such documents to you; (b) authorize us to destroy them, or (c) direct us to store all or selected workpapers or documents, in which case Client will pay for storage. At the end of the engagement, please contact us regarding your desired disposition of documents. We reserve the right to destroy or delete the documents if there are no instructions from you within ninety (90) days of the completion of our assignment. If you want us to adopt a different policy or practice with respect to retention of documents please advise me in writing.

PROFESSIONAL STAFF

Our work in connection with this matter will be directed by the individual listed below. This individual will be assisted by additional professional staff and industry experts, as required. A partner will review any reports issued during the engagement for quality assurance.

FEES

Fees for the services described above, which are adjusted at least annually, are based on the amount of time expended by our personnel at hourly rates for this type of work plus reasonable expenses as incurred. Travel time between the hours of 8:00 a.m. and 6:00 p.m. will be billed at standard rates. Hourly billing rates for our professionals are currently as follows:

Tim Bryan	\$ 515
Other Partners and Directors	\$ 275 - \$ 550
Senior Managers and Managers	\$ 175 - \$ 395
Staff Consultants	\$ 175 - \$ 275
Paraprofessionals	\$ 75 - \$ 125

Our billings for services requested and out of pocket expenses incurred will be submitted to you monthly or more frequently as litigation matters dictate, and are due and payable on receipt. Our fees are not contingent for any reason, including the outcome of arbitration or litigation or our approval as experts or acceptance of our testimony by the Court.

To facilitate Crowe's presence at Client's premises, Crowe will be provided with internet access while on premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on premises. In the event Crowe is not provided

with internet access while on premises, Crowe may charge Client a fee of two hundred dollars per month (\$200/month) to allow Crowe to facilitate internet access through other means while on site.

We will present our invoices in summary fashion, supported by details of time and expense activity. Services will be suspended until payment is received on invoices not paid timely. All invoiced fees must be paid prior to our issuance of reports or rendering of testimony.

PROFESSIONAL STANDARDS

As a regulated professional services firm, Crowe must follow certain professional standards where applicable, including the Code of Professional Conduct promulgated by the American Institute of Certified Public Accountants. Therefore, if circumstances arise that, in Crowe's professional judgment, prevent it from completing this engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to issue a work product, or terminating the engagement.

The American Institute of Certified Public Accountants (AICPA) has determined that the above described services are subject to its Statement on Standards for Forensic Services No. 1 ("SSFS No. 1"). SSFS No. 1 requires that we inform our client of significant reservations concerning the scope or benefits of the engagement, as well as significant engagement findings or events. Given that you are our client, in your role as counsel to Client, our communications to you as counsel will discharge our client communications as described in SSFS No. 1.

CLIENT-REQUIRED CLOUD USAGE

If you or Client request that Crowe access or store files, documents or other information in a cloud-based or web-accessed hosting service or other system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third-party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third-parties assisting with or hosting the Cloud Storage that either such third-party or the Client (and not Crowe) is responsible for ensuring the confidentiality of all information in the Cloud Storage, complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access to the information, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client warrants that it has authority to provide Crowe access to and permit storage of information in the Cloud Storage and that providing Crowe with access to or storage rights of information in the Cloud Storage complies with all applicable laws, regulations, or duties owed to third-parties, and Client agrees to hold harmless Crowe from and against any matters relating to or arising from Client's use or Crowe's use of the Cloud Storage.

LIMITATION OF LIABILITY

Client agrees to indemnify and hold Crowe, its partners and employees harmless from all claims, including any third party claims or other liabilities, costs and expenses (including reasonable attorney's fees) incurred by reason of any action taken or omitted by us in good faith arising out of this engagement, except for matters judicially determined to be caused by the recklessness or bad faith of Crowe. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

Counsel and Client each agree that in no event will Crowe be liable for more than actual damages, or for indirect, special, exemplary, punitive, multiple, enhanced, incidental or consequential damages, even if we have been advised of the possibility of such damages. Further, Counsel and Client each agree that any liability of Crowe or its partners or employees will be limited to no more than the fees paid Crowe for this engagement, and a return of fees paid will be the exclusive remedy for any damages.

The limitations of liability contained in this Agreement will apply to the fullest extent allowed by law and to any or all claims that could be raised against Crowe, including without limitation claims based in principles of contract, negligence or other tort, fiduciary principles, warranty, statute, or common law. The limitations of liability will survive termination of this Agreement.

RESPONSE TO LEGAL PROCESS

If Crowe is requested by subpoena, legal process, or other instruction to produce documents pertaining to Counsel, Client or Crowe's services, or to testify, Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorneys' fees incurred in responding to such request.

Counsel agrees to promptly notify us in the event a motion to exclude the testimony (such as a motion in limine or Daubert motion) of the Crowe partner or employee providing expert testimony is filed by opposing counsel. Counsel and Client each agree that the filing of such a motion will have no effect upon the limitation of liability and indemnification set forth in the above paragraph.

DISPUTE RESOLUTION

If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between the Parties or any of their affiliates or principals, and if the dispute cannot be settled through negotiation, the Parties agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

If the mediation is unsuccessful, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial

award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

TIME LIMIT ON CLAIMS

No action against Crowe arising from or relating to this Agreement or the services provided by Crowe may be brought after the earlier of (a) two (2) years after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or (b) the expiration of the applicable statute of limitations or repose.

NON-SOLICITATION

Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

DATA PROTECTION

If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes Client information pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client represents (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Counsel and Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Counsel or Client provides Crowe access to Restricted Personal Data, Counsel and/or Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Counsel or Client's site.

Counsel and Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Otherwise, Counsel, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data. Client will reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe will promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph in an agreement with such provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE

If and to the extent that Client or Counsel provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Counsel, Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

DATA USAGE AND AGGREGATIONS

Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client

or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

CROWE GLOBAL NETWORK

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NOTIFICATION OF NON-LICENSEE OWNERSHIP

Crowe and certain owners of Crowe are licensed by the California State Board of Accountancy. However, Crowe has owners not licensed by the California State Board of Accountancy who may provide client services under this Agreement. If you have any questions regarding licensure of the personnel performing Services under this Agreement, please contact us.

NO FIDUCIARY DUTIES

This Agreement is not intended to, and does not, create, impose or imply any fiduciary duty on Crowe, its partners, officers, employees, agents, or its affiliates with respect to any matter under or in connection with this Agreement or the provision of services. For clarification, Crowe is not a fiduciary to Client or Counsel with respect to the negotiation, preparation or execution of this Agreement, and Crowe will not have or be subject to any liability to Client, Counsel, or any other person resulting from the distribution to Client or Counsel, or their use of, any information pursuant to this Agreement.

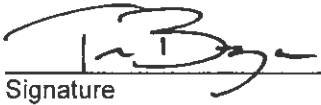
MISCELLANEOUS

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement must be construed, governed, and interpreted under the laws of the State of Illinois, without regard for choice of law principles.

Please acknowledge your agreement with the terms of this letter by signing and dating the enclosed original in the space provided. We understand that Client will be responsible for the payment of our fees and that Client has indemnified us as described above. Accordingly, please have Client acknowledge its agreement to the terms of this Agreement by signing and dating the Agreement as well. Please contact us with any questions or concerns. Please return a signed original of this letter for our files. We appreciate the opportunity to work with you on this important engagement. Please contact us with any questions or concerns.

Very truly yours,

Crowe LLP



Signature

Tim Bryan

Printed Name

Partner

Title

May 28, 2020

Date

Crowe LLP and the Engagement Authorized Signer above are licensed or otherwise authorized by the California Board of Accountancy.

North Yuba Water District

Churchwell White LLP

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date