

NOTICE OF REGULAR MEETING OF BOARD OF DIRECTORS

DATE: Wednesday, May 20, 2026

TIME: 6:00 p.m. Closed Session
7:00 p.m. Open Session (time approximate)

LOCATION: Zone 7 Administration Building
100 North Canyons Parkway, Livermore

LIVE STREAMING: Comcast Channel 29
AT&T U-Verse Channel 99 (Livermore)
Streaming Live at tv29live.org

Any member of the public wishing to address the Board on an item under discussion may do so upon receiving recognition from the President. If a member of the public wishes to provide comment before the meeting, please email publiccomment@zone7water.com by 5:00 p.m. on the day before the Board meeting.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available at the Zone 7 Administrative Building lot. If you are a person with a disability and you need disability-related modifications or accommodations to participate in this meeting, please contact the Executive Assistant, Donna Fabian, at (925) 454-5000. Notification 48 hours prior to the meeting will enable Zone 7 to make reasonable arrangements to ensure accessibility to this meeting. {28 CFR 35.102-35, 104 ADA Title II}.

AGENDA

1. Call Zone 7 Water Agency Meeting to Order
2. Closed Session
 - a. Conference with Real Property Negotiators: Property: APNs 904-1-7-29, 904-9-5, 904-9-6, 904-9-1-3
Agency Negotiators: Valerie Pryor/Rebecca Smith
Under negotiation: Terms
 - b. Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code § 54956.9(d)(2): (1 potential case)
 - c. Conference with Real Property Negotiators: Property: APNs 99-525-2, 99-550-2-3, 99-550-3-2, 99A-2700-2-5, 99A-2700-6-6, 99A-2700-9-8, 99A-2700-10, 99A-2700-11-3, 99A-2700-12-6, 99A-2700-12-7, 99A-2420-4-13, 96-420-2, 96-420-3, 96-429-6, 99A-2701-1, 99A-2701-2, 99A-2701-3.
Agency Negotiators: Valerie Pryor/Rebecca Smith
Under negotiation: Price and terms
 - d. Conference with Labor Negotiators pursuant to Government Code § 54954.5:
Agency Negotiators: Valerie Pryor/Osborn Solitei/Shelisa Jackson. Employee Organizations: Alameda County Management Employees Association; Alameda County Building and Construction Trades Council, Local 342, AFL-CIO; International Federation of Professional and Technical Engineers, Local 21, AFL-CIO; Local 1021 of the Service Employees International Union, CTW; Unrepresented Management
 - e. Conference with Legal Counsel – Existing litigation pursuant to Government Code § 54956.9(d) (1): (1) State Water Contractors v. California Department of Fish & Wildlife (JCCP Case No. 5117), (2) Stark v. Alameda County Flood Control and Water Conservation District, Zone 7 (Alameda County Superior Court Case No. 22-CV-5837), (3) Bautista v. Alameda County Flood Control and Water Conservation District, Zone 7 (Alameda County Superior Court Case No. 22-CV-10679); (4) Tulare Lake Basin Water Storage District v. California Department of Water Resources, Sacramento County Superior Court Case No. 24WM000006 and related cases.
 - f. Conference with Legal Counsel (Anticipated Litigation) – Initiation of litigation pursuant to § 54956.9(c) (one case)
3. Open Session and Report Out of Closed Session
4. Pledge of Allegiance
5. Roll Call of Directors

6. Public Comment on Non-Agenda Items
The Public Comment section provides an opportunity to address the Board of Directors on items that are not listed on the agenda, or informational items pertinent to the Agency's business. The Board welcomes your comments and requests that speakers present their remarks in a respectful manner, within established time limits, and focus on issues which directly affect the agency or are within the jurisdiction of the Agency. The Board will not be able to act on matters brought to its attention under this item until a future Board meeting.

7. Minutes

- a. Special Board Meeting Minutes of April 1, 2026
- b. Regular Board Meeting Minutes of April 15, 2026

8. Consent Calendar

- a. Consider Adoption of Final Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Mocho PFAS Treatment Plant Project
- b. Amend a Contract for Fleet Vehicle Maintenance and As-Needed Repair Services
- c. Authorize the General Manager to Enter into an Amended and Restated Fee Collection Agreement with the City of Pleasanton

Recommended Action: Adopt Resolutions

9. Public Hearing for the 2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan

Recommended Action: Presentation Only

10. Renewal of Municipal and Industrial Water Supply Contracts

Recommended Action: Adopt Resolution

11. Authorize the General Manager to Negotiate and Execute a Cooperating Agreement with the City of Pleasanton to Develop the Regional Groundwater Facilities Improvement Project – Phase II and Phase III

Recommended Action: Adopt Resolution

12. Consider Amending the Board of Directors Compensation and Expense Reimbursement Policy

Recommended Action: Adopt Resolution

13. Committees

- a. Water Resources Committee Meeting Notes of April 28, 2026
- b. Administrative Committee Meeting Notes of April 30, 2026

14. Reports – Directors
 - a. Verbal Comments by President
 - b. Written Reports
 - c. Verbal Reports
15. Items for Future Agenda – Directors
16. Staff Reports
 - a. **General Manager’s Report**
 - b. April Outreach Activities
 - c. Legislative Update
 - d. Monthly Water Inventory and Water Budget Update
 - e. Annual Review of the Sustainable Water Supply Report
 - f. Capital Projects Status Report
17. Adjournment
18. Upcoming Board Schedule: (All meeting locations are in the Boardroom at 100 N. Canyons Pkwy., Livermore, unless otherwise noted.)
 - a. Liaison Committee Meeting: June 3, 2026, 4:00 p.m.
 - b. Regular Board Meeting: June 17, 2026, 7:00 p.m.
 - c. Special Board Meeting: August 12, 2026, 6:00 p.m.

MINUTES OF THE BOARD OF DIRECTORS
ZONE 7

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

SPECIAL MEETING

April 1, 2026

Directors Present: Dawn Benson
Sandy Figuers
Dennis Gams
Laurene Green
Kathy Narum
Sarah Palmer

Directors Absent: Catherine Brown

Staff Present: Valerie Pryor, General Manager
Osborn Solitei, Treasurer/Assistant General Manager – Finance
Ken Minn, Water Resources Manager
Jason Ching, Engineering Manager
Donna Fabian, Executive Assistant/Board Secretary

Item 1 – Call Meeting to Order

The meeting was called to order by President Narum at 6:00 p.m.

Item 2 – Pledge of Allegiance

The Pledge of Allegiance was recited.

Item 3 – Roll Call of Directors

All Directors were present.

Item 4 – Public Comment

There was no public comment.

Item 5 – Chain of Lakes Conveyance System Workshop

Valerie Pryor, General Manager, introduced the item and explained that the purpose of the workshop was to provide the Board with a comprehensive overview of the proposed Chain of Lakes Conveyance System (COLCS) project, including project objectives, design concepts, costs, and potential benefits, and to receive Board input prior to future decision-making.

Ken Minn, Water Resources Manager, and Jason Ching, Engineering Manager, provided a detailed presentation on the COLCS project. Mr. Minn and Mr. Ching presented an overview of **Zone 7's current water supply portfolio and the increasing challenges associated** with long-term water supply reliability, including declining State Water Project (SWP) delivery capability, vulnerability to Delta conditions, and limitations associated with existing groundwater banking and transfer programs. Staff emphasized the importance of developing local, controllable water supply and storage options to improve reliability during drought conditions and supply interruptions.

Staff described the COLCS project as a regional-scale local water supply and storage project that would utilize existing Zone 7 assets, including Lake I and Cope Lake, and construct a two-way pipeline connecting the South Bay Aqueduct to the Del Valle Water Treatment Plant (DWWTP). The project would allow water to be conveyed to the lakes via gravity for storage and pumped back to the treatment plant for distribution. The project would also include new facilities such as a pump station, pipeline infrastructure, and PFAS treatment improvements at the DWWTP.

Staff outlined the primary objectives of the project, which include increasing local water storage, providing a reliable emergency water supply, improving operational flexibility, enhancing system redundancy, and creating opportunities for water transfers and exchanges. The project is intended to reduce reliance on imported water supplies and provide a locally controlled supply that can allow the Tri-Valley region becomes more resilient to droughts, outages, climate change induced hydrologic conditions or other emergency conditions.

Staff also summarized the work completed to date, including alignment studies, feasibility analyses, water availability assessments, and engineering evaluations. A phased implementation approach was recommended to allow Zone 7 to take advantage of existing assets while positioning the project for future expansion as additional lakes become available.

Staff presented preliminary cost estimates and schedule information, indicating an estimated total project cost of approximately \$240 million, including planning, design, construction, and contingency. The project timeline was described as a multi-year effort, including planning, environmental review, design, and construction phases extending over several years. Staff noted that the upcoming budget request will include funding limited to planning, permitting, and preliminary engineering work to support a future Board decision regarding full project implementation.

Staff also discussed qualitative and quantitative benefit-cost analyses, noting that the project is expected to provide long-term benefits related to water supply reliability, drought resilience,

and operational flexibility. Funding options were discussed, including the use of existing funds, potential debt financing, and pursuit of state and federal grant opportunities.

Directors discussed the importance of improving water supply reliability, particularly in light of recent drought conditions and uncertainty associated with SWP deliveries. Several Directors emphasized the need for local storage solutions to reduce dependence on imported water and provide a buffer during periods of low allocation.

Director Benson inquired about historical SWP allocations and the potential for extended low allocation scenarios. Discussion followed regarding the variability in SWP supplies and the importance of developing projects that provide local control and reliability.

Director Green asked questions regarding water quality and treatment, including how PFAS treatment would be incorporated into the project and whether blending strategies would be used. Staff explained that PFAS treatment at the DVWTP is a key component of the project and that treatment processes would be designed to meet regulatory requirements.

Director Palmer asked about water transfer opportunities and the timing and feasibility of transfers under various hydrologic conditions. Staff explained that the project could enhance flexibility for transfers and exchanges but noted that availability would depend on broader system conditions and regulatory constraints.

Directors discussed the cost of the project and the importance of balancing long-term benefits with financial impacts. Questions were raised regarding potential rate impacts, funding strategies, and how the project would be incorporated into future budget and rate discussions. Staff clarified that the current phase is focused on planning and analysis, and that a future Board decision would be required before committing to construction.

The Board also discussed coordination with other regional projects, including the Delta Conveyance Project and Sites Reservoir Project, and how the COLCS project could complement those efforts. Staff noted that the project is intended to work in conjunction with other supply strategies to create a diversified and resilient water portfolio.

Directors expressed general support for continuing to evaluate the project and emphasized the importance of obtaining additional information, including refined cost estimates, environmental considerations, and operational details, before making a final decision.

No formal action was taken.

Item 6 – Adjournment

President Narum adjourned the meeting at 8:50 p.m.



MINUTES OF THE BOARD OF DIRECTORS
ZONE 7

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

REGULAR MEETING

April 15, 2026

Directors Present: Dawn Benson
Catherine Brown
Sandy Figuers
Dennis Gams
Laurene Green
Kathy Narum
Sarah Palmer

Staff Present: Valerie Pryor, General Manager
Chris Hentz, Assistant General Manager – Engineering
Osborn Solitei, Treasurer/Assistant General Manager – Finance
Mona Olmsted, Principal Engineer
Donna Fabian, Executive Assistant/Board Secretary

General Counsel: Matt Weber, Downey Brand

Item 1 – Call Zone 7 Water Agency Meeting to Order

The Zone 7 Water Agency meeting was called to order by President Narum at 7:00 p.m.

Item 2 – Closed Session

The Board entered Closed Session at 6:01 p.m., Director Benson arrived at 6:04 p.m., Director Figuers arrived at 6:35 p.m., and the Board adjourned at 6:36 p.m.

Item 3 – Open Session and Report Out of Closed Session

There was nothing to report out of Closed Session.

Item 4 – Pledge of Allegiance

Director Benson led the Pledge of Allegiance.

Item 5 – Roll Call of Directors

All Directors were present.

Item 6 – Public Comment

There was no public comment.

Item 7 – Minutes

Director Palmer moved to approve the minutes of the special Board meeting held on March 4, 2026. The motion was seconded by Director Benson and approved by a voice vote of 7-0.

Director Palmer moved to approve the minutes of the regular Board meeting held on March 18, 2026. The motion was seconded by Director Brown and approved by a voice vote of 7-0.

Item 8 – Consent Calendar

Director Palmer moved to approve Consent Calendar Items 8a through 8e. The motion was seconded by Director Gambs and approved by a roll-call vote of 7-0.

Item 9 – Adopt the 2026 Asset Management Plan Update and FY 2026-27 Ten-Year Water System Capital Improvement Plan

Valerie Pryor, General Manager, introduced the item, reminding the Board that a workshop had previously been held to review the Asset Management Plan (AMP) Update and the 10-year Water System Capital Improvement Plan (CIP). She noted that both documents are planning tools and that while the Board is being asked to approve the plans, funding for projects will continue to be reviewed and approved through the annual budget process and future Board actions.

Mona Olmsted, Principal Engineer, presented the final AMP and CIP. She explained that the documents support the **agency's mission to provide safe, reliable, efficient, and sustainable** water service and align with Strategic Plan Goals B (Reliable Water Supply and Infrastructure) and H (Fiscal Responsibility). She outlined the core priorities guiding the CIP, including renewal and replacement of existing infrastructure, operational improvements, implementation of the PFAS management strategy, and enhancing water supply reliability.

Ms. Olmsted reported that the AMP establishes a 40-year planning horizon and recommends annual funding of \$16.3 million to ensure long-term sustainability of water system assets. The CIP includes 50 projects with an estimated total cost of approximately \$875 million, encompassing facility upgrades, system improvements, and major initiatives such as the Mocho PFAS Treatment Plant, the Regional Groundwater Development Project, and the Chain of Lakes Conveyance System. She noted that minor revisions were made following Board input at the March 4 workshop, including updates to the Facilities Map legend and inclusion of bonding capacity information from the **Agency's Annual Comprehensive Financial Report**.

Director Brown asked how the \$16.3 million annual funding level was determined. Ms. Olmsted explained that it is based on evaluating asset replacement needs over the 40-year horizon. Director Brown also inquired about the length of the planning period and the timing of prior updates. Ms. Olmsted stated that a 40-year horizon is consistent with industry standards, and Osborn Solitei, Treasurer/Assistant General Manager – Finance, confirmed that the previous AMP update occurred in 2017.

Director Gambs asked how the AMP and CIP relate to water rates and connection fees. Chris Hentz, Assistant General Manager – Engineering, explained that the plans identify funding needed for maintaining existing assets, which informs water rates, as well as projects required to support future growth, which are used in calculating connection fees.

Public comment was received from Seema Badar, a Dublin resident.

Director Green commented on the reduced allocation for the Sites Reservoir Project in the CIP, noting her continued disagreement with that adjustment but expressing overall support for the plan. President Narum clarified that approval of the AMP and CIP does not constitute approval of project funding, which will be addressed during the budget process.

Director Gambs reiterated that the Board had previously conducted a detailed workshop on the item and commended staff, particularly Ms. Olmsted, for their work. Director Palmer echoed those comments and emphasized that approval of the AMP and CIP represents adoption of a planning framework, with individual projects to be considered separately in the future.

Director Gambs moved to approve the AMP and CIP in support of the Strategic Plan. Director Benson seconded the motion, which was approved by a unanimous 7–0 vote.

Item 10 – Declaration of May as Water Awareness Month

Valerie Pryor presented a Resolution declaring May as Water Awareness Month. She explained that Water Awareness Month is recognized statewide and is an opportunity for water agencies to conduct outreach and educational efforts to increase public understanding of water supply.

Ms. Pryor noted that Zone 7 traditionally celebrates the month by hosting tours of the **Patterson Pass Water Treatment Plant. This year's tours are scheduled for Saturday, May 16,** from 10:00 a.m. to 3:00 p.m. She described that attendees will receive an overview of Zone **7's water supply through a video presentation, followed by a guided tour of the treatment** plant, along with refreshments and educational materials. She encouraged members of the public to attend.

Director Green moved to adopt the resolution. The motion was seconded by Director Palmer and approved by a unanimous 7–0 vote.

Item 11 – General Manager's Compensation

President Narum reported that the Board met in Closed Session on March 18 to evaluate the performance of General Manager over the past 12 months. She stated that the Board

unanimously rated the General Manager's performance as outstanding based on goals aligned with the Agency's Strategic Plan.

Members of the Board expressed strong support and appreciation for Ms. Pryor's leadership, noting her focus on critical long-term initiatives, including water supply reliability efforts such as the Sites Reservoir Project, Delta Conveyance Project, Chain of Lakes, and the Flood Control Master Plan. Directors also commended her professionalism, dedication to the Agency, ability to navigate complex legal and operational challenges, and her leadership in developing a high-performing team. It was further noted that Ms. Pryor is well respected throughout the water industry and represents Zone 7 at a high level both regionally and statewide.

Board members highlighted the quality of staff work and project delivery under her leadership, including projects being completed on time and within budget, as well as her ability to balance internal operations with external engagement on key statewide water initiatives.

Following discussion, Director Gambs moved to adopt the proposed amendment and approve **a 6% increase in the General Manager's base salary. The motion was seconded by Director Benson** and approved by a unanimous 7-0 vote.

Item 12 – Committees

There were no Board comments on the Legislative Committee meeting notes.

Item 13 – Reports – Directors

President Narum encouraged members of the public, particularly families with children, to attend the upcoming Patterson Pass Water Treatment Plant tour scheduled for Saturday, May 16, from 10:00 a.m. to 3:00 p.m. She noted that the tour provides an engaging and educational experience and may inspire interest in careers in the water industry. She also mentioned an upcoming tour hosted by the Dublin San Ramon Services District on Sunday, May 8, from 10:00 a.m. to 3:00 p.m., noting that both tours offer valuable insight into water operations.

Director Palmer reported on recent and upcoming activities. She stated that the Alameda County Special District Executive Board recently met for its annual dinner and began planning **for next year's event, including leadership positions.** She also reported on activities related to Association of California Water Agencies Region 5, where she currently serves as Chair, **including planning a panel for the ACWA Spring Conference focused on the theme "from the lab to the tap," which she will moderate.**

Director Palmer further reported on upcoming regional activities, including a two-day trip planned for September, as well as ongoing meetings with the Delta Conveyance Authority Board and Finance Committee. She noted that due to facility issues, upcoming meetings for both ACWA and the Delta Conveyance Authority will be held remotely.

She also shared that the ACWA leadership is in the process of selecting a new Executive Director, with a decision anticipated soon. Additionally, she announced plans to attend an

upcoming tour hosted by the Water Education Foundation in the Central Valley, noting that such tours provide valuable perspectives on water issues by bringing together diverse viewpoints and stakeholders.

Item 14 – Items for Future Agenda – Directors

There were no requests for items for a future Agenda.

Item 15 – Staff Reports

Ms. Pryor highlighted select items from the routine staff reports. She reported that on April 1, the California Department of Water Resources conducted its critical April snow survey and found no measurable snowpack, noting that March was the warmest on record and snowpack levels were approximately 18% of average. She stated that the State Water Project allocation remains at 30% and is not expected to change significantly despite recent minor rainfall. Ms. Pryor added that statewide reservoir storage levels **are strong, and Zone 7's storage is** currently full, providing confidence in water supply reliability for 2026.

Ms. Pryor also highlighted the **Agency's annual groundwater sustainability report submitted to** the Department of Water Resources. She stated that Zone 7 met all required sustainability criteria, including groundwater levels, storage, water quality, land subsidence, and impacts to interconnected surface waters. She emphasized that no undesirable results were identified in any category and noted the importance of considering all sustainability indicators collectively.

Item 14 – Adjournment

President Narum adjourned the meeting at 7:42 p.m.



100 North Canyons Parkway
Livermore, CA 94551
(925) 454-5000

ORIGINATING SECTION: Integrated Planning
CONTACT: Elke Rank/Neeta Bijoor

AGENDA DATE: May 20, 2026

SUBJECT: Consider Adoption of Final Initial Study/Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program for the Mocho PFAS Treatment Plant Project

SUMMARY:

- To support the mission of Zone 7 Water Agency (Zone 7) to deliver safe, reliable, efficient, and sustainable water and flood protection services, Zone 7 has commenced the Mocho PFAS Treatment Plant Project (Project). This Project aligns with the Strategic Goal C – Safe Water and supports Initiative #10 – Implement Mocho Wellfield PFAS Treatment Project.
- The scope of the Project is to install a per- and polyfluoroalkyl substances (PFAS) treatment system at the Mocho wellfield to restore production capacity, improve the ability **to meet the objectives of Zone 7's salt management** plan, and replace existing equipment at the Mocho Demineralization Plant that has exceeded or is approaching the end of its useful life.
- Zone 7 is the Lead Agency for the Project under the California Environmental Quality Act (CEQA). Pursuant to CEQA Guidelines §15070, Zone 7 is required to prepare a mitigated negative declaration when the Initial Study identifies potentially significant effects, but those effects can be mitigated such that there is no substantial evidence that the project, as revised, may have a significant effect on the environment.
- An Initial Study for the Project was completed, and it indicated that any potentially significant effects on the environment from the Project could be appropriately mitigated. Subsequently, a Draft Initial Study/Mitigated Negative Declaration (IS/MND) for the Project was prepared and circulated for public review from January 7, 2026, through February 11, 2026.
- The California Department of Fish and Wildlife, Dublin San Ramon Services District, and two local residents each submitted comments on the Draft IS/MND. The comments were analyzed and did not require significant changes to the IS/MND. A Final IS/MND, including **Zone 7's responses to these public comments**, has been prepared and is available on Zone 7's website at:
<https://www.zone7waterca.gov/post/mocho-pfas-treatment-plant-initial-study-mitigated-negative-declaration-ismnd>.

- **Pursuant to CEQA Guidelines §15074(b), the Lead Agency’s decision makers must consider** any comments on the proposed IS/MND and determine whether to adopt that IS/MND and any associated Mitigation Monitoring and Reporting Program prior to taking action to approve the Project.
- Staff recommends that the Board hear any additional public comments on the proposed IS/MND and Mitigation Monitoring and Reporting Program, and then consider the attached resolution to adopt and certify the Final IS/MND for the Mocho PFAS Treatment Plant Project, and to adopt the associated Mitigation Monitoring and Reporting Program.

FUNDING:

None applicable.

RECOMMENDED ACTION:

Adopt the attached Resolution.

ATTACHMENTS:

1. Summary of Public Comments and Responses
2. Resolution

Summary of Public Comments and Responses

Commenter: Jaclyn Yee, Dublin San Ramon Services District

- **Comments:** Seeking clarification on the operations of the Mocho PFAS Treatment Plant facility and the Mocho Groundwater Demineralization Plant and potential waste discharge.
- **Responses:** The final operational configuration of both facilities will be evaluated during the design phase of the project and will consider operational flexibility, regulatory requirements, lifecycle cost, and potential water quality impacts.

Commenter: Marcus Griswold, California Department of Fish and Wildlife

- **Comments:** Consider impacts to Crotch's bumble bee.
- **Responses:** The potential for Crotch's bumble bee to occur on the Project site is considered low; no additional mitigation measures are warranted.

Commenter: Chad Weetman, Local resident

- **Comments:** Concerns on noise, traffic, and aesthetics of the facility
- **Responses: Noise, Traffic** - The potential impacts have been discussed and addressed in the document. **Aesthetics** - The Project would include vegetative plantings and/or other amenities for visual screening of the proposed treatment facilities, trail restoration, and tree replacement.

Commenter: Alon Kama, Local resident

- **Comments:** Concerns and questions on bike access during and after construction, construction noise, aesthetics of the facility / landscaping plan, and potential to exacerbate settling issues with foundations on neighboring houses.
- **Responses: Access** – The access would be available through existing roads and driveway entrances. Temporary access to the Project sites from other areas along Santa Rita Road or Stoneridge Drive may be used. **Noise** - Project construction would not result in noise levels exceeding standards in the City's municipal code, and project operations would not increase in ambient noise levels. **Aesthetics** - the proposed facilities would be consistent with the existing urban visual character of the area and would not degrade visual quality. Existing trees and vegetation, as well as surrounding development, would provide partial screening of the Project from nearby roadways. **Settling / soils** - The Project would require the preparation of a site-specific geotechnical report by a licensed geotechnical engineer, certified by the State of California.

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO. 26-

INTRODUCED BY DIRECTOR
SECONDED BY DIRECTOR

Consider Adoption of Final Initial Study/Mitigated Negative Declaration
and the Mitigation Monitoring and Reporting Program
for the Mocho PFAS Treatment Plant Project

WHEREAS, the Board of Directors awarded the progressive design-build contract for the Mocho PFAS Treatment Plant Project (Project) on March 18, 2026, and the project is currently in the design phase; and

WHEREAS, consulting firm Environmental Science Associates (ESA) was previously retained to perform an environmental evaluation of the Project, and to support the preparation of documentation for compliance with the California Environmental Quality Act (CEQA), starting with an Initial Study for the Project; and

WHEREAS, the Initial Study found that all potential environmental impacts from the Project were less than significant or could be mitigated to a level of insignificance, and consequently, Zone 7 has prepared a Mitigated Negative Declaration for the Project, supported by a Mitigation Monitoring and Reporting Program (MMRP); and

WHEREAS, the draft Initial Study / Mitigated Negative Declaration (IS/MND) was made available for public review from January 7, 2026, through February 11, 2026; and

WHEREAS, Zone 7 received four comment letters during the public review period, all of which have been included in the proposed Final IS/MND, and none of which required significant changes to the IS/MND or additional analysis; and

WHEREAS, a Final IS/MND has been prepared and made available to the public; and

WHEREAS, Zone 7 staff have determined, based on a review of the record before the agency, including the IS/MND and all comments on that document, that the Project would not have a significant effect on the environment after implementation of the mitigation measures identified in the MMRP.

BE IT RESOLVED THAT:

- 1) As the Lead Agency for the Project, Zone 7 has reviewed and considered the information contained in the Final IS/MND and administrative record for the Project, including all oral and written comments received during the

comment period and public meeting. The Board of Directors finds that the Final IS/MND contains complete and accurate reporting of the environmental impacts associated with the Project. The Board of Directors further finds that the Final IS/MND and the administrative record have been completed in compliance with CEQA and the State CEQA Guidelines.

- 2) Based on the Final IS/MND and the administrative record, including all written and oral evidence before it, the Board of Directors finds that there is no substantial evidence that the Project will have a significant impact on the environment. The Board of Directors finds that the Final IS/MND contains a complete, objective, and accurate reporting of the environmental impacts associated with the Project and reflects the independent judgment and analysis of Zone 7.
- 3) The Board of Directors hereby approves and adopts the Final IS/MND prepared for the Project, together with the MMRP prepared for the Project.
- 4) The Board of Directors hereby approves the Project as described in the Final IS/MND.
- 5) The Board of Directors directs staff to file a Notice of Determination with the Alameda County Clerk within five (5) working days.
- 6) There are documents and materials that constitute the record of proceedings on which these findings have been based. These are located at Zone 7 of Alameda County Flood Control and Water Conservation District, 100 North Canyons Parkway, Livermore, California 94551. The custodian for these records is the General Manager of Zone 7.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on May 20, 2026.

By: _____
President, Board of Directors



ORIGINATING SECTION: Fleet/Maintenance
CONTACT: John Palfin/Jon Nicolaus

AGENDA DATE: May 20, 2026

SUBJECT: Amend a Contract for Fleet Vehicle Maintenance and As-Needed Repair Services

SUMMARY:

- The proposed action is in support of the Zone 7 mission to deliver safe, reliable, efficient, and sustainable water and flood protection services, and Strategic Goal F - Effective Operations.
- Pursuant to Board Resolution No. 22-34 dated May 18, 2022, Zone 7 entered into a contract with Livermore Auto Group, Inc. for Fleet Vehicle Maintenance and As-Needed Repair for a three-year term starting July 1, 2023, for an amount not-to-exceed \$225,000; with the option to extend for up to two additional one-year terms, for a five-year not-to-exceed contract amount of \$375,000 (\$75,000 per fiscal year).
- Pursuant to Board Resolution 23-24, the Board authorized an additional \$15,000 in FY 2022-23, increasing the total five-year contract to a not-to-exceed amount of \$390,000.
- As a result of the need for some additional unexpected vehicle repairs, an increase of \$15,000 is needed for the contract for the remainder of FY 2025-26, increasing the total five-year contract to a not-to-exceed amount of \$405,000.
- Staff requests that the Board authorize the General Manager to amend the contract with Livermore Auto Group, Inc., for an additional \$15,000, increasing the total contract to a not-to-exceed amount of \$405,000.

FUNDING:

Funding is included in the Adopted Two-Year Budget for FY 2024-26 for Fund 100 – Water Enterprise Operations.

RECOMMENDED ACTION:

Adopt the attached Resolution.

ATTACHMENT:

Resolution

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO. 26-

INTRODUCED BY DIRECTOR
SECONDED BY DIRECTOR

Amend a Contract for Fleet Vehicle Maintenance and As-Needed Repair Services

WHEREAS, this agreement supports Zone 7's mission to deliver safe, reliable, efficient, and sustainable water and flood protection services, in support of the Board's Strategic Goals;

WHEREAS, pursuant to Resolution No. 22-34 dated May 18, 2022 the Board authorized a fleet vehicle maintenance and as-needed repair services contract with Livermore Auto Group, Inc. for a total not-to-exceed amount of \$375,000 (\$75,000 per fiscal year) through June 30, 2027; and

WHEREAS, pursuant to Resolution No. 23-24 dated April 19, 2023, the Board authorized the 1st Amendment increasing the contract by \$15,000 in FY 2022-23, increasing the five-year total contract to a not-to-exceed amount of \$390,000; and

WHEREAS, current FY 2025-26 services exceed the \$75,000 authorized by the Board due to larger than anticipated repairs to the fleet; and

WHEREAS, in order to continue effectively meeting Strategic Initiative No. 14 and maintain the Agency fleet, an additional \$15,000 is needed for the Livermore Auto Group, Inc. contract for FY 2025-26, increasing the five-year total contract to a not-to-exceed amount of \$405,000; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby authorize the General Manager to negotiate, execute and amend the contract with Livermore Auto Group, Inc. for Fleet Vehicle Maintenance and As-Needed Repair Services for an additional \$15,000 in FY 2025-26, increasing the five-year contract total to a not-to-exceed amount of \$405,000.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on May 20, 2026.

By: _____
President, Board of Directors



100 North Canyons Parkway
Livermore, CA 94551
(925) 454-5000

ORIGINATING SECTION: Office of the General Manager
CONTACT: Valerie Pryor

AGENDA DATE: May 20, 2026

SUBJECT: Authorize the General Manager to Enter into an Amended and Restated Fee Collection Agreement with the City of Pleasanton

SUMMARY:

- The proposed action is in support of Strategic Plan Goal H – Fiscal Responsibility: Operate the Agency in a fiscally responsible manner.
- Zone 7 has an existing agreement with the City of Pleasanton ("**City**"), dated June 13, 1972, for the collection of **Zone 7's connection fees. On July 17, 2025, Zone 7 and the City** entered into a Mutual Waiver and Release Agreement resolving litigation between the parties, and as part of that agreement, both parties agreed to enter into an updated fee collection agreement.
- The Amended and Restated Fee Collection Agreement restates in its entirety the existing agreement. The Amended and Restated Fee Collection Agreement provides that the City will collect and remit to Zone 7 the appropriate connection fees when the City issues a building permit or use permit for construction or improvements requiring a new water connection. In exchange, the City will be reimbursed one percent of the connection fee collected.
- The Agreement also provides additional clarity regarding how new meter sizes, types, and specifications are addressed; procedures for reporting changes in meter inventories; and enhanced reporting obligations to ensure consistency, transparency, and accountability in fee collection and remittance.
- Staff has reviewed the Amended and Restated Fee Collection Agreement and finds that it reflects current practices and supports efficient coordination between Zone 7 and the City.

RECOMMENDED ACTION:

Adopt the attached Resolution.

ATTACHMENTS:

- Resolution
- Amended and Restated Fee Collection Agreement

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO. 26-

INTRODUCED BY DIRECTOR
SECONDED BY DIRECTOR

Authorize the General Manager to Enter into an Amended and Restated Fee Collection Agreement with the City of Pleasanton

WHEREAS, the proposed action is in support of Strategic Plan Goal H – Fiscal Responsibility: Operate the Agency in a fiscally responsible manner; and

WHEREAS, Zone 7 and the City of Pleasanton entered into a Fee Collection Agreement on June 13, 1972; and

WHEREAS, on July 17, 2025, Zone 7 and the City entered into a Mutual Waiver and Release Agreement that resolved litigation between the parties, and as part of that agreement, the parties agreed to enter into an updated fee collection agreement; and

WHEREAS, the Amended and Restated Fee Collection Agreement fully restates and replaces the prior agreement and provides for the continued collection and remittance of Zone 7 connection fees by the City upon issuance of building or use permits requiring a new water connection; and

WHEREAS, the Amended and Restated Fee Collection Agreement provides that the City shall be reimbursed one percent (1%) of the connection fees collected for its administrative services; and

WHEREAS, the Amended and Restated Fee Collection Agreement clarifies provisions related to meter sizes, types, and specifications; reporting changes in meter inventory; and reporting obligations to improve administrative efficiency and transparency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District, does hereby approve the attached Amended and Restated Fee Collection Agreement between Zone 7 and the City of Pleasanton; and

BE IT FURTHER RESOLVED that the Board of Directors authorizes the General Manager to execute and enter into an Amended and Restated Fee Collection Agreement with the City of Pleasanton.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on May 20, 2026.

By: _____
President, Board of Directors

Amended and Restated Fee Collection Agreement

This agreement (the "Agreement"), made and entered into this ___ day of _____ 2026, by and between the Alameda County Flood Control and Water Conservation District, Zone 7 ("Zone 7") and the City of Pleasanton (the "City"), each a "party" and together, the "parties."

1. Recitals.

1.1. Zone 7 has, under the provisions of its Act, adopted Ordinance No. 72-1 establishing a connection fee for all new connections to its water supply system (the "Connection Fee").

1.2. Ordinance 72-1 directs that Connection Fees are to be collected by the City Building Official prior to the issuance of a building permit or use permit for new water connections located within the City when the City and Zone 7 enter into a fee collection agreement. A true and correct copy of Ordinance 72-1 is attached hereto as Exhibit A and is incorporated herein by reference.

1.3. Consistent with that requirement, the parties previously entered into a Fee Collection Agreement dated June 13, 1972 (the "Prior Agreement") whereby, in exchange for Zone 7's reimbursement of expenses incurred, the City agreed to collect the Connection Fee whenever the City issued a building permit or use permit for construction or improvement of properties for which a new water connection would be required.

1.4. The parties now desire to amend and restate the Prior Agreement in its entirety to update and clarify it.

In consideration of the promises and covenants hereinafter set forth, the parties agree as follows:

2. Fee Collection.

2.1. When the City issues a building permit or use permit for construction or for an improvement requiring a new water connection, the City agrees to collect the appropriate Connection Fee in the amount set by Zone 7 in its Connection Fee Schedule. For meters of sizes, types, or specifications not listed in the Connection Fee Schedule, the City will contact Zone 7 directly to confirm the appropriate calculation.

2.2. Zone 7 shall provide reasonable notice to the City when Zone 7 increases or otherwise changes the Connection Fee Schedule. Pursuant to this provision, “reasonable notice” shall mean at least 30 days’ notice to the City before the effective date of any such change.

3. Fee Determinations.

3.1. Zone 7 has sole authority to set the Connection Fee schedule pursuant to Ordinance 72-1.

3.2. The City is responsible for applying the appropriate Connection Fee to new or upgraded connections within the City, and remitting that fee (less a 1% reimbursement pursuant to Section 4) to Zone 7.

4. Expense Reimbursement.

4.1. The City shall retain 1% of the Connection Fee it collects as reimbursement for the expenses incurred in the collection of fees under this agreement. The City agrees that this retention shall be the final and conclusive costs to Zone 7 for all services rendered in that fee collection.

5. Reporting Obligations.

5.1. The City agrees to report to Zone 7 the information required by the Updated Monthly Reporting Form, attached hereto as Exhibit B, within 30 days of the month following collection of any Connection Fee.

5.2. Zone 7 agrees to provide the City with reasonable notice of any changes to the Monthly Reporting Form. Pursuant to this provision, “reasonable notice” shall mean at least 60 days’ notice before the effective date of any changes Zone 7 makes to the Monthly Reporting Form.

5.3. Except to the extent prohibited by law, the City will also provide any other supplemental information regarding the services provided under this agreement as Zone 7 may reasonably request.

6. Notice Obligations.

6.1. The City agrees to provide reasonable notice to Zone 7 of any changes to its available inventory of meters for installation of new or upgraded connections. Changes triggering this notice include, but are not limited to, changes in the City’s available inventory of meter sizes, types or specifications as compared to those meters listed in the Connection Fee Schedule.

6.2. For existing connections, the City will provide reasonable notice to Zone 7 of any changes it makes in the meter size, type, or specification of an installed meter.

6.3. "Reasonable notice" under this Section shall mean written notice to Zone 7 within 60 days of the change. Any notice required by this Section shall be provided in the manner of providing notice set forth in Section 14 below.

7. Remittance Obligations.

7.1. The City shall remit to Zone 7 the Connection Fees it collects by the 15th of the month following their collection, less the amount provided by Section 4 above. Any payment which is not made to Zone 7 when due under this Agreement shall bear interest at the rate of 10% per annum from the due date to the payment date.

8. Termination.

8.1. Zone 7 may terminate this agreement with or without cause on 90 days' written notice to the City.

8.2. The City may terminate this agreement with or without cause on 90 days' written notice to Zone 7.

9. Indemnity and Defense.

9.1. Zone 7 shall defend, indemnify, and hold harmless the City and its officers, agents and employees from any claims, demands, challenges, or actions by third parties challenging Zone 7's Connection Fee except for those arising solely from the negligence or willful misconduct of the City or its officers, agents or employees. Zone 7 agrees that the City is not a necessary party to any such challenges.

9.2. The City shall defend, indemnify, and hold harmless Zone 7 and its officers, agents and employees from any claims, demands, challenges, or actions by third parties to the City's operation of its utility, including the City's selection of water metering technology, except for those arising solely from the negligence or willful misconduct of Zone 7 or its officers, agents or employees. The City agrees that Zone 7 is not a necessary party to any such challenges.

10. Third Party Investigation.

10.1. Zone 7 may hire, at its expense, a third party to investigate the City's fee collection practices, including inspection of its records and meters installed. If the Third-Party Investigation discovers a significant discrepancy in the amount of fees collected and remitted to Zone 7, the City will pay for the Third-Party Investigation.

10.2. Any Third-Party Investigation under this agreement shall be limited to records directly related to the City's fee collection and shall not extend to other City utility operations or confidential City information. Zone 7's third-party investigators shall provide at least 10 business days' written notice of any inspection and shall conduct investigations during normal business hours in a manner that does not unreasonably disrupt City operations.

10.3. For purposes of this Section, a "significant discrepancy" shall mean either: (a) undercollection affecting more than 10% of the number of transactions (defined as an individual service connection) in any month within a 12-month period, or (b) a cumulative undercollection of more than \$50,000.00 during a 12-month period.

11. Dispute Resolution. The parties agree to resolve disputes arising under this agreement as follows:

11.1. Direct Negotiation. Any dispute shall first be addressed through good faith negotiations between the City Manager and Zone 7's General Manager. Either party may initiate dispute resolution by providing written notice to the other party. The City Manager and Zone 7's General Manager shall meet within 15 days of such notice and attempt to resolve the dispute through direct negotiation for up to 60 days, unless the parties agree in writing to extend or shorten this period.

11.2. Mediation. If the parties are unable to resolve the dispute by Direct Negotiation, either party may initiate mandatory nonbinding mediation by written notice to the other party. The parties agree to participate in mediation in good faith. The parties shall select a mutually acceptable mediator within 15 days of the mediation notice. If the parties cannot agree on a mediator, the mediator will be named by ADR Services, Inc. from among its panel of neutrals. The mediation shall be completed within 60 days of mediator selection. The parties shall share equally in the cost of the mediation. The time periods in this section may be changed by written agreement of the parties.

11.3. Court Proceedings. If mediation is unsuccessful, either party may seek relief in a court of competent jurisdiction.

12. Force Majeure

Neither party shall be liable for delays or failures in performance resulting from acts of God, natural disasters, government actions, labor disputes, cyber-attacks, epidemics, or other circumstances beyond its reasonable control. The affected party shall provide prompt written notice to the other of the delay and its cause, and use reasonable efforts to minimize delays.

13. Data Protection and Privacy

City shall maintain customer information in accordance with applicable privacy laws. Zone 7 agrees to use customer information provided under this agreement solely for connection fee administration and collection purposes. The parties agree to maintain appropriate security measures to protect customer data and shall notify each other promptly of any data security incidents.

14. General Notice Requirements

All notices, demands, or other communications required under this agreement shall be in writing and delivered by certified mail (return receipt requested), hand delivery with receipt, or email with delivery confirmation to the addresses set forth below:

If to City:

Gerry Beaudin
City Manager
123 Main Street
P.O. Box 520
Pleasanton, CA 94566
Telephone: (925) 931-5002
Facsimile: (925) 931-5482

If to Zone 7:

Valerie Pryor
General Manager
100 North Canyons Parkway
Livermore, CA 94551
Telephone: (925) 454-5000
Facsimile: (925) 454-5723

Either party may change its contact information by providing written notice to the other party in accordance with this section.

15. Severability.

15.1. If any provision of this agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect, and the invalid provision shall be deemed modified to the minimum extent necessary to make it valid and enforceable.

16. General Provisions

16.1. This agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings. Any modifications must be in writing and signed by both parties.

16.2. This agreement amends and restates in its entirety any and all prior fee collection agreements between the parties, including but not limited to the Prior Agreement.

16.3. The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are for convenience only. Should there be any conflict between

such heading and the section or paragraph at the head of which it appears, the section or paragraph, as the case may be, and not such heading, shall control. Masculine or feminine pronouns shall be substituted for the neuter and vice versa, and the plural shall be substituted for the singular and vice versa, in any place or places herein in which the context requires.

16.4. The waiver by a party of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this agreement shall be deemed to have been waived by a party unless in writing.

16.5. This agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same agreement. The Parties further agree that this agreement may be transmitted by facsimile or other electronic means and that the reproduction of signatures by facsimile or other electronic means will be binding as if originals.

16.6. This agreement shall be construed and enforced in accordance with the laws of the State of California.

16.7. The sole beneficiaries of this agreement are the parties; no third person may assert any right under it.

16.8. This agreement shall be construed as a whole giving its words their common meanings and not strictly for or against either party as both participated in it drafting with the assistance of counsel.

TO EFFECTUATE THIS AGREEMENT, the parties have caused their duly authorized representatives to execute this agreement on the dates set forth below.

Zone 7: Alameda County Flood Control
and Water Conservation District, Zone 7

CITY: City of Pleasanton

By: _____
Valerie Pryor
General Manager

By: _____
Gerry Beaudin
City Manager

Date: _____

Date: _____

EXHIBIT A

[Ordinance 72-1, as amended]

ORDINANCE NO. FC 72-1, AS AMENDED BY
ORDINANCES FC 77-2; FC 86-136; AND FC O-91-68

AN ORDINANCE ADOPTED PURSUANT TO SECTION 12.1 OF THE
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ACT
IMPOSING A WATER CONNECTION CHARGE IN ZONE NO. 7

The Board of Supervisors of the Alameda County Flood Control and Water Conservation District do ordain as follows:

SECTION I

Declaration of Findings. The Board of Supervisors of Alameda County Flood Control and Water Conservation District has determined the necessity to make improvements to the Zone No. 7 water supply system. The District is empowered, pursuant to Section 12.1 of the Alameda County Flood Control and Water Conservation District Act, to prescribe and collect charges for water delivery and treatment facilities furnished or to be furnished within a zone of the District.

This Board does hereby find that continual improvement to the Zone No. 7 water supply system would be for the benefit of Zone No. 7 residents and property owners to meet increasing demands on the water supply system, to enhance the quality of water, to minimize harm from water shortages, to improve operational flexibility of the system, and to improve the reliability of water service, and that the public interest, necessity, convenience and general welfare of the residents and property owners of Zone No. 7 require the institution, construction and maintenance of said improvements. Revenues now available to the Zone will not be fully adequate to construct and maintain additional required facilities without substantial water or tax rate increases. In order to apportion more fairly the costs of new facilities on the basis of benefits conferred upon the property within the area, the charges hereinbelow indicated are hereby established on all new connections to any water system which is directly connected to the Zone No. 7 water supply system, to be utilized to accomplish proposed improvement in the water treatment and delivery system.

(Amended by Ord. FC 77-2)

SECTION II

Definitions. The definitions contained in this article shall govern the construction of this Ordinance unless required otherwise by context.

1. "District" means the Alameda County Flood Control and Water Conservation District.
2. "Board" means the Board of Supervisors of Alameda County Flood Control and Water Conservation District.
3. "Zone" means the Zone No. 7 of the Alameda County Flood Control and Water Conservation District.
4. "Zone Board" means the Board of Directors of Zone No. 7 of Alameda County Flood Control and Water Conservation District.
5. "Water supply system" means any combination of facilities that is capable of furnishing treated water service.
6. "New connection" means any new metered water service that will furnish water from a water supply system that is directly connected to the Zone No. 7 water supply system, including but not limited to water services that are part of any new development to be constructed.
7. "New development" means any improvement, building or buildings constructed subsequent to the effective date of this Ordinance.

(Amended by Ord. FC O-91-68)

SECTION III

Water Service Connection Charge Schedule. A basic charge of \$830.00 shall be multiplied by the fee factor indicated in the following schedule for each new connection to the water supply system subject to this Ordinance.

<u>Fee Factor</u>	<u>Meter Size</u>
5/8"	1.0
3/4"	1.5
1" (See Section VI. 1 below)	2.5
1-1/2"	5.0
2"	8.0

The determination of fee factors is based upon the recommended maximum rate for continuous operations in accordance with the American Water Works Association Standard C700-90

for Cold Water Meters-Displacement Type, Bronze Main Case. Fee factors for meters of special capacities and sizes other than those indicated in the above schedule shall be determined by the Zone. The administrative method for setting fee factors for meters of special capacities and sizes in effect on July 17, 1991, shall remain in effect through June 30, 1992. On July 1, 1992, new fee factors for meters of special capacities and sizes using a method that utilizes the recommended maximum rate for continuous operations shall go into effect.

For increasing the meter size or capacity on any existing connection, a charge shall be imposed equal to the product of the basic charge in effect at the time the meter exchange is requested and the difference in the fee factor between the new meter and the existing meter.

There shall be no refund of charges paid for decreasing the meter size or capacity.

(Amended by Ord. FC 0-91-68)

SECTION IV

Disposition of Charges. All charges collected under the provision of this Ordinance, and a portion of water sales revenues as deemed appropriate by the Zone Board, shall be deposited with the Treasurer of the District, said funds to be designated "Zone 7 Water Facilities Fund." Said funds shall be utilized for the accomplishment of proposed improvements to the Zone No. 7 water supply system, and shall be expended for administration, land acquisition, construction, engineering, repair, maintenance and operation, or reimbursement or retirement of bonded indebtedness incurred for same, in whole or in part, of the water supply facilities within Zone No. 7. Provided, however, that said funds shall not be utilized for the retirement of bonded indebtedness on Zone No. 7 projects incurred prior to January 18, 1972.

(Amended by Ord. FC 77-2)

SECTION V

Collection of Charges. Charges provided for herein shall be collected by the Zone, or the appropriate City Building Official if the improvement is located within an incorporated city, prior to the issuance of a building permit or a use permit for such improvement. In cases where permits are not required, payment of charges shall be made to the Zone or appropriate City Building Official prior to installation of a new connection. Collection by the appropriate City Building Official shall be

authorized by agreement between the affected city and District, said agreement to be approved by Zone Board and forwarded to Board for execution, following execution of said agreement by city.
(Amended by Ord. FC 77-2)

SECTION VI

Exemptions.

1. No charge shall be collected for separate private fire service connections. Combined domestic and fire service connections shall be subject to the connection charge based on the meter size for the combined system, except the basic charge shall be collected for combined systems, up to a maximum one-inch (1") meter size, for single family and duplex housing units with fire sprinkler systems approved by the appropriate fire department and installed in accordance with applicable building requirements.

2. No charge shall be collected for future connections of any existing building or buildings to a water supply system that is directly connected to the Zone No. 7 water supply system if the building or buildings are occupied and supplied by an independent water supply system on or before January 18, 1972. This exemption shall become null and void effective July 1, 1992.
(Amended by Ord. FC O-91-68)

SECTION VII

Review of Water Connection Charge. The water connection charge provided for hereinabove, its manner of collection and disposition shall be subject to periodic review and modification at the discretion of the Zone Board.

SECTION VIII

Severability. If any section, sub-section, paragraph, sub-paragraph, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; and the Board declares that this Ordinance and each section, sub-section, paragraph,

sub-paragraph, sentence, clause and phrase thereof would have been adopted irrespective of the fact that one or more of such section, sub-section, paragraph, sub-paragraph, sentence clause or phrase be declared invalid or unconstitutional.

SECTION IX

Opinions and Determinations. Where this Ordinance provides for action to be based upon the opinion, judgment, approval, review or determination of the Zone Board, it is not intended to be and shall never be construed as permitting such opinion, judgment, approval, review or determination to be arbitrary, capricious or unreasonable.

SECTION X

Payment Before Effective Date. Nothing in this Ordinance shall prohibit payment of charges provided for herein prior to the effective date of this Ordinance. The funds so collected shall be applied in the same manner and for the same purposes as those required for collections after the effective date of this Ordinance.

SECTION XI

Contest of Charges. For purposes of this Ordinance, the Zone Board shall act as hearing Board in any contest of charges imposed under this Ordinance, and said Zone Board shall notice and conduct full and fair hearings consistent with due process and base its decision upon competent evidence. Said Zone Board shall adopt reasonable rules and regulations for the conduct of its affairs under this Ordinance. Appeals from the decision of the Zone Board shall be to the Board of Supervisors of Alameda County Flood Control and Water Conservation District, and shall be a hearing de novo upon the issues of the appeal. Notice of appeal from the decision of the Zone Board shall be made within 30 days of any final determination by Zone Board.

SECTION XII

Effective Date. This Ordinance is an urgency ordinance necessary for the preservation of the public peace, health, safety and welfare and shall go into effect immediately upon the date of adoption thereof, to wit January 18, 1972. The facts constituting such necessity are that failure of a recent bond election and resultant shortage of funds for improvement or expansion of necessary water treatment and delivery facilities has resulted in a projected need for water rationing in the Livermore-Amador Valley Area due to an increasingly heavy burden on existing facilities following a steady increase in population and residential construction in that Area. The proposed charges to be imposed pursuant to this Ordinance will be applied toward the construction of the needed facilities. Before the expiration of fifteen (15) days after the passage of this Ordinance it shall be published once with the names of members voting for and against the same in The Inter-City Express, a newspaper published in the said County of Alameda.

Adopted by the Board of Supervisors of the Alameda County Flood Control and Water Conservation District on this 18th day of January, 1972, by the following called vote:

AYES: Supervisors Bort, Cooper, Murphy, Razeto and Chairman Hannon - 5

NOES: Supervisors None

EXCUSED: Supervisors None

Chairman of the Board of Supervisors of the
Alameda County Flood Control and Water
Conservation District

ATTEST:

Clerk of the Board of Supervisors of
the Alameda County Flood Control and
Water Conservation District

EXHIBIT B
Updated Monthly Reporting Form

ORIGINATING SECTION: Integrated Planning
CONTACT: Neeta Bijoor/Jennifer Heller

AGENDA DATE: May 20, 2026

SUBJECT: Public Hearing for the 2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan

SUMMARY:

- To meet the mission of Zone 7 Water Agency (Zone 7) to **“Deliver safe, reliable, efficient, and sustainable water and flood protection services,”** Zone 7 is preparing a 2025 Urban Water Management Plan (2025 UWMP). This effort supports Strategic Initiative #5 – Develop a diversified water supply plan and implement supported projects and programs.
- The Draft 2025 UWMP was prepared in compliance with the California Urban Water Management Planning Act and is required to be updated and adopted every five years. The **Draft UWMP was developed in coordination with Zone 7’s retailers and was made available** for public review on April 15, 2026.
- The 2025 UWMP is a planning document that reports on, describes, and evaluates water deliveries and uses, water supply sources, and conservation efforts over a 2025–2045 planning horizon, with optional planning extending to 2050. The UWMP also demonstrates **consistency with Delta Plan Policy WR P1, “Reduce Reliance on the Delta Through Improved Regional Water Self-Reliance” (Cal. Code Regs., tit. 23, § 5003).**
- The Draft 2025 UWMP includes the required analyses **for Zone 7’s water supplies and demands.** It incorporates updated demand projections, estimates of State Water Project supply reliability from the **Department of Water Resources’ Draft 2025 Delivery Capability Report,** and results from **Zone 7’s advanced water supply management model.**
- The Draft 2025 UWMP considers multiple water supply and storage projects Zone 7 is pursuing, water transfers during dry years, water from Sites Reservoir starting in 2034, and new local storage and recovery through the Chain of Lakes Conveyance System in 2035. It also lists the Delta Conveyance Project as a potential future water supply project.
- The Water Shortage Contingency Plan (WSCP) is included as a stand-alone document within the UWMP. It outlines how to respond to water supply shortages at several stages, with corresponding actions for each.
- On average, no shortages are expected under normal and single dry water years if potential future water supply and storage projects are implemented. During extended dry

periods, shortages of 10–20% may occur by the fifth year of a drought (projected for 2045 and 2050), but these can be managed through actions described in the WSCP—such as water conservation and transfers—as well as additional water supply projects and water banking programs pursued by Zone 7.

- Staff are collecting public comments through May 20, 2026, and will incorporate appropriate responses into the final 2025 UWMP, which is scheduled for Board consideration on June 17, 2026.
- The UWMP underscores the importance of pursuing planned water supply projects, which, together with water conservation, will allow Zone 7 to continue to provide a reliable, high-quality water supply to the Tri-Valley.
- After adoption, the 2025 UWMP and the 2025 WSCP will be submitted to the Department of Water Resources for verification of completeness within 30 days, as required by law.
- The Executive Summary of the 2025 UWMP is attached. The full draft report is available on the Zone 7 website under Water Supply/Reliability: <https://www.zone7waterca.gov/reports-planning-documents>. The 2025 WSCP is included as Appendix D in the 2025 UWMP.

FUNDING:

Not applicable.

RECOMMENDED ACTION:

Receive public comments on the 2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan.

ATTACHMENT:

Executive Summary of the 2025 Urban Water Management Plan

ATTACHMENT: 2025 URBAN WATER MANAGEMENT PLAN EXECUTIVE SUMMARY

CWC §10630.5

Each plan shall include a simple lay description of how much water the agency has on a reliable basis, how much it needs for the foreseeable future, what the agency's strategy is for meeting its water needs, the challenges facing the agency, and any other information necessary to provide a general understanding of the agency's plan.

This 2025 Urban Water Management Plan (UWMP or Plan) is prepared for Zone 7 Water Agency (Zone 7), which serves approximately 40,000 acre-feet (AF) of drinking water annually to a population of approximately 267,000. Zone 7 is an urban wholesale water supplier, and its retailers consist of California Water Service (Cal Water), the City of Pleasanton (Pleasanton), the City of Livermore (Livermore), and the Dublin San Ramon Services District (DSRSD). Therefore, in accordance with California Water Code (CWC) §10621(e), Zone 7 is obligated to develop and submit an UWMP to the California Department of Water Resources (DWR) by July 1, 2026. Zone 7 also provides direct retail supply to a small number of other users.

This UWMP serves as a foundational planning document and includes descriptions of historical and projected water demands and supplies and the resulting reliability during a set of defined water supply conditions over a minimum 20-year planning horizon. This Plan also describes the actions Zone 7 is taking to promote water conservation (referred to as a “demand management measure”) and includes a Water Shortage Contingency Plan (WSCP) to address potential water supply shortages due to drought or other impacts to supply availability. This Plan is updated every five years in accordance with state requirements under the UWMP Act and amendments (Division 6 Part 2.6 of the CWC §10610 – 10656). Zone 7's past UWMPs are available on the DWR Water Use Efficiency Data Portal website: <https://wuedata.water.ca.gov/>.

Pursuant to the requirements of the CWC §10630.5, this Executive Summary provides a concise description of this UWMP. This Plan includes 10 chapters, which are summarized below.

Chapter 1 - Introduction and Overview

This chapter presents the background and purpose of the UWMP, describes the Plan organization, and discusses its relationship to other planning efforts. Since Zone 7 relies on water imported through the Sacramento–San Joaquin Delta (Delta), this chapter also discusses and demonstrates consistency with The Delta Plan by the Delta Stewardship Council.

Chapter 2 - Plan Preparation

This chapter discusses key structural aspects related to the preparation of this UWMP, and describes the coordination and outreach conducted as part of the preparation of the Plan, including coordination with local agencies (i.e., DSRSD, Pleasanton, Livermore, Cal Water), and the public.

Chapter 3 - System Description

This chapter provides a description of Zone 7's water system and service area, including information related to the climate, population, and demographics. Zone 7 is located in Alameda County, and has a robust water supply system consisting of turn-outs at the South Bay Aqueduct, surface water treatment plants (WTPs), well fields, a groundwater demineralization plant, and a storage and transmission system. Zone 7's service area has a Mediterranean climate. The majority of the 19.4 inches of average annual precipitation falls between November and April. Residential,

commercial, industrial, and institutional land uses are the primary land uses in Zone 7, and most customers are urban water users.

Chapter 4 - Water Use Characterization

This chapter describes and quantifies Zone 7's current and projected demands through the year 2050. Zone 7 provides drinking water (also referred to as "potable water") and untreated water to customers. Water demands refer not only to the water used by customers, but also include the water used as part of the system's maintenance and operations, as well as unavoidable losses inherent in the operation of a water distribution system. Zone 7's annual average water demand from 2021–2025 was approximately 40,000 acre-feet per year (AFY). Taking into account historical water use, expected population increases, current and future developments, climatic variability, and other assumptions, Zone 7's water demand is projected to increase to 51,000 AFY by 2050, an increase of 28% compared to the 2021–2025 average demand.

As a wholesaler, Zone 7 is not subject to the Urban Water Use Objective (UWUO) as part of Making Conservation a California Way of Life (MCCWL) regulation, promulgated as per Senate Bill (SB) 606 and Assembly Bill (AB) 1668. SB 606/AB 1668 set new requirements for urban water agencies to continue to increase water efficiency beyond Water Conservation Act of 2009 (SB X7-7). Beginning in 2027, urban water suppliers, including Zone 7's retailers, are required to meet their UWUOs. Zone 7 is actively coordinating with its retailers to support water-use efficiency and compliance with their UWUOs by 2027.

Chapter 5 - SB X7-7 Baseline and Targets

Although SB X7-7 does not directly apply to urban wholesale water suppliers, Zone 7 fully supported the achievement of SB X7-7 water use reduction targets by its retailers, including conducting conservation efforts in collaboration with retailers, engaging in various conservation-oriented regional and state organizations, supporting the use of recycled water in the Tri-Valley, and exploring potential options for expanding recycled water use.

Chapter 6 - Water Supply Characterization

This chapter presents an analysis of Zone 7's water supplies, as well as an estimate of water-related energy consumption. The intent of this chapter is to present a comprehensive overview of Zone 7's water supplies, estimate the volume of available supplies over a minimum 20-year planning horizon, and assess the sufficiency of Zone 7's supplies to meet projected demands under "normal" hydrologic conditions.

Imported water from the State Water Project (water originating in Lake Oroville and delivered to Zone 7 through reservoirs, rivers, aqueducts and pipelines that make up the State Water Project) is approximately 90% of Zone 7's water supply, with the remainder coming from local water.

Calculating and reporting water system energy intensity is a requirement for UWMPs. Energy intensity is defined as the net energy used for water treatment, pumping, conveyance, and distribution for all water entering the distribution system, and does not include the energy used to treat wastewater. The energy intensity for Zone 7 is estimated to be 328 kilowatt hours per acre-foot of water (kWh/AF).

Chapter 7 - Water Supply Reliability Assessment

This chapter assesses the reliability of Zone 7's water supplies, with a specific focus on potential constraints such as water supply availability, water quality, and climate change. The intent of this chapter is to identify any potential constraints that could affect the reliability of Zone 7's supply (such as drought conditions) to support Zone 7's planning efforts to ensure that its customers are well served. Water service reliability is assessed for normal-year, single-dry-year, and multiple-dry-year hydrologic conditions.

Based on this analysis, Zone 7 expects the available supplies to be sufficient to meet projected demands in normal and single-dry-year conditions. Beginning in 2045, water shortages may occur in the fifth year of multiple dry-year conditions. These shortages could be managed through efforts to augment water supplies and/or reduce water demand as described in Zone 7's WSCP, as well as through implementation of new water supply projects and water banking programs.

Further, potential water quality issues are not expected to adversely affect the quality of water served to Zone 7's customers, as water quality is routinely monitored, and Zone 7 can make appropriate adjustments to its treatment and distribution system to ensure high-quality drinking water is served.

Chapter 8 - Water Shortage Contingency Planning

This chapter describes the WSCP for Zone 7. The WSCP serves as a standalone document to be implemented in the case of a water shortage event, such as a drought or supply interruption, and defines specific policies and actions that will be implemented under various shortage level scenarios, such as seeking water transfers and expanding conservation efforts and outreach. Zone 7's WSCP includes five shortage levels to address conditions ranging from 10% to greater than 40%. Per DWR requirements, Zone 7's five shortage levels are mapped to the six standard shortage levels prescribed by statute.

Chapter 9 - Demand Management Measures

This chapter includes descriptions of past and planned conservation programs that Zone 7 operates within each demand management measure (DMM) category outlined in the UWMP Act, specifically: (1) water waste prevention ordinances, (2) metering, (3) conservation pricing, (4) public education and outreach, (5) distribution system water loss management, (6) water conservation program coordination and staffing support, and (7) "other" DMMs. Zone 7 has developed a suite of conservation programs and policies which address each DMM category.

Chapter 10 - Plan Adoption, Submittal, and Implementation

This chapter provides information on a public hearing, the adoption process for the UWMP and WSCP, the adopted UWMP and WSCP submittal process, Plan implementation, and the process for amending the adopted UWMP and WSCP. Prior to adopting the Plan, Zone 7 is holding a formal public hearing to present information and receive public comments on its UWMP and WSCP on May 20, 2026. This UWMP and corresponding WSCP will be submitted to DWR within 30 days of adoption and by the July 1, 2026 deadline.

ORIGINATING SECTION: Office of the General Manager
CONTACT: Rebecca Smith/Valerie Pryor

AGENDA DATE: May 20, 2026

SUBJECT: Renewal of Municipal and Industrial Water Supply Contracts

SUMMARY:

- **To support Zone 7's mission to deliver safe, reliable, efficient, and sustainable water, Zone 7** Water Agency (Zone 7) has negotiated with its four water retailers to renew 30-year Municipal & Industrial water supply contracts since early 2023. The contract negotiations have now been completed, and the contracts are ready for **the Board's consideration**. This action aligns with Strategic Plan Goal B – Reliable Water Supply and Infrastructure- and Goal C – Provide Customers Safe Water.
- As the background, **Zone 7's first 30-year** water supply contract was approved by the Board on July 9, 1962, with Resolution No. 161, to provide a treated water supply to the California Water Service for its Livermore service area. Then, on March 4, 1963, with Resolution No. 200, the Board approved a contract with the City of Livermore for a treated water supply, and shortly after, on September 3, 1963, a treated water supply contract was approved for the Valley Community Services District, predecessor to the Dublin San Ramon Services District (DSRSD), with Resolution No. 232. A 24-year water supply contract with the City of Pleasanton was approved on January 23, 1968, with Resolution No. 385.
- In the 1990's, at the end of the original 30-year term, Zone 7 underwent a contract renewal process to execute 30-year water supply contracts with its four Retailers. This process resulted in the execution of three separate, but substantially similar, Contracts for Municipal and Industrial Water Supply between Zone 7 and DSRSD (Resolution No. 1689), the City of Livermore (Resolution No. 1779), and California Water Service (Resolution No. 1705). Additionally, the Board of Directors adopted Terms and Conditions for a Municipal and Industrial Water Supply to the City of Pleasanton (Resolution 00-2182), which is substantially similar to the Contracts.
- In early 2023, in anticipation of the expiration of the existing Contracts/Terms and Conditions, Zone 7 initiated a contract renewal process with the Retailers for new water supply contracts that would extend water supply services through December 31, 2055. Over the past three years, this collaborative effort with the Retailers has resulted in negotiated contracts that preserve the key principles of the past Contracts/Terms and Conditions, along with updated language and provisions representing current governing laws and regulations, format, refinements, and revisions where appropriate.

- Sections 1-50 of the negotiated contracts are standard provisions for each retailer, except for the following:
 - **Each Retailer's** specific Groundwater Production Quota (GPQ) volume in Section 22 – **Contractor's Groundwater Pumping Quota.**
 - **Each Retailer's contact information in Section 46** - Notices.
- Key provisions of Section 1-50 include:
 - Zone 7 is the exclusive water supplier with limited exceptions.
 - All deliveries from Zone 7 are subject to the availability of water, which may be impacted by drought, facility outages, restrictions on groundwater extraction capacities, or other factors.
 - Zone 7 is to communicate with the Retailers on an ongoing basis to inform M&I Contractors of updates to policies and procedures which may be of interest to M&I Contractors and solicit input as appropriate.
 - Zone 7 is to continue implementing a water conservation program.
 - Volumetric measurement of deliveries and verification of flow meters are defined.
 - Zone 7 is to continue maintaining the ability to regulate flows, including peak flows, if they exceed system capacities.
 - Updated provisions on around turnout design, construction, maintenance, and abandonment are included.
 - **Each Retailer's GPQ volume** is preserved.
 - It states **Zone 7's role as the exclusive Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin** and responsibilities to sustainably manage the basin in compliance with the Sustainable Groundwater Management Act.
- To address specific issues relevant only to a given Retailer, the contracts included Contractor-Specific Provisions starting from Section 51. After discussions with the Retailers, the contractor-specific provisions are needed only for the DSRSD and the City of Pleasanton, **based on Zone 7's pumping of their GPQ.** Those provisions are summarized below:
 - DSRSD Section 51 – Integrates the provisions from the easement, which DSRSD granted to Zone 7 for the Mocho Wellfield and Mocho Groundwater Demineralization Plant in 2012, **related to Zone 7's pumping of DSRSD's GPQ on their behalf.**
 - DSRSD Section 52 – Incorporates the provisions of Amendment 1, dated February 7, 2000, **to DSRSD's 1994 Contract** for a Municipal and Industrial Water Supply with Zone 7, which allows DSRSD to use Zone 7 water to serve the Dougherty Valley.
 - Pleasanton Section 51 – Contains language that both the City and Zone 7 will make good faith efforts to cooperate on the operation of Zone 7 facilities.
 - Pleasanton Section 52 – Zone 7 will make good faith efforts to provide a preliminary **assessment of Pleasanton's water delivery schedule.**
- The four Municipal & Industrial water supply contracts are hereby attached for the Zone 7 Board of Directors' approval.

- After **the Board's approval**, each Retailer intends to bring the Proposed Contracts to their respective governing body for approval.

FUNDING:

Not applicable.

RECOMMENDED ACTION:

Approve and authorize the Board President to execute the Municipal & Industrial Water Supply Contracts.

ATTACHMENTS:

1. Resolution
2. Contract between Zone 7 Water Agency and the California Water Service for a Municipal & Industrial Water Supply
3. Contract between Zone 7 Water Agency and the Dublin San Ramon Services District for a Municipal & Industrial Water Supply
4. Contract between Zone 7 Water Agency and the City of Livermore for a Municipal & Industrial Water Supply
5. Contract between Zone 7 Water Agency and the City of Pleasanton for a Municipal & Industrial Water Supply

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO. 26-

INTRODUCED BY DIRECTOR
SECONDED BY DIRECTOR

Renewal of Municipal & Industrial Water Supply Contracts

WHEREAS, **To support Zone 7's mission to deliver safe, reliable, efficient, and sustainable water**, Zone 7 Water Agency (Zone 7) has negotiated with its four water retailers to renew 30-year Municipal & Industrial water supply contracts since early 2023. The contract **negotiations have now been completed, and the contracts are ready for the Board's** consideration. This action aligns with Strategic Plan Goal B – Reliable Water Supply and Infrastructure- and Goal C – Provide Customers Safe Water.

WHEREAS, since 1962 Zone 7 has provided a treated water supply for municipal and industrial purposes to the Tri-Valley through water supply contracts, and

WHEREAS, Zone 7 has historically served the California Water Service, the Dublin San Ramon Services District (DSRSD), the City of Livermore, and the City of Pleasanton **(hereinafter collectively called "Retailers") through** Contracts and Terms and Conditions, and

WHEREAS, the current Contracts and Terms and Conditions are at the end of their terms, which range from 24 to 30 years, and

WHEREAS, both Zone 7 and each Retailer desire to enter into renewal Contracts for Municipal and Industrial Water Supply that would extend through December 31, 2055, and

WHEREAS, the renewal contracts allow for retailers to receive water supplies from Zone 7, establishes Zone 7 as the exclusive water supplier with limited exceptions, preserves a Groundwater Production Quota to each Contractor, sets payment terms, and specifies that all deliveries are subject to the availability of water to Zone 7, among other terms, carrying on the principles of the past Terms and Conditions and Contracts, and

WHEREAS, the Board has considered the provisions of the water supply contracts for the four retailers, which are substantially standardized for all retailers, and also addressed contractor-specific provisions for DSRSD and the City of Pleasanton.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the Alameda County Flood Control and Water Conservation District, Zone 7, does hereby approve the following contracts:

- a) the contract between Zone 7 Water Agency and the California Water Service for a Municipal & Industrial Water Supply
- b) the contract between Zone 7 Water Agency and the Dublin San Ramon Services District for a Municipal & Industrial Water Supply
- c) the contract between Zone 7 Water Agency and the City of Livermore for a Municipal & Industrial Water Supply
- d) the contract between Zone 7 Water Agency and the City of Pleasanton for a Municipal & Industrial Water Supply

BE IT FURTHER RESOLVED that the president of this Board is hereby authorized and directed to execute said contracts on behalf of the Alameda County Flood Control and Water Conservation District, Zone 7.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on May 20, 2026.

By: _____
President, Board of Directors

A26-72-CAL

CONTRACT BETWEEN

ZONE 7 WATER AGENCY

AND

CALIFORNIA WATER SERVICE COMPANY

FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

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CONTRACT BETWEEN
ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AND CALIFORNIA WATER SERVICE
COMPANY FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

THIS CONTRACT is made and entered into this _____ day of _____, 2026, by and between ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as the Zone 7 Water Agency, hereinafter **referred to as "Zone 7" and** CALIFORNIA WATER SERVICE COMPANY, hereinafter **referred to as "Contractor."**

RECITALS

WHEREAS, Zone 7 is a wholesale water supplier providing Municipal and Industrial water supply to various contractors in Alameda County and Dougherty Valley; and

WHEREAS, Zone 7 manages the Livermore Valley Groundwater Basin under the Sustainable Groundwater Management Act of 2014 (SGMA) through the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin; and

WHEREAS, Contractor and Zone 7 are parties to the 1994 *Contract Between Zone 7 of Alameda County Flood Control and Water Conservation District and California Water Service Company for a Municipal and Industrial Water Supply* (M&I Contract); and

WHEREAS, that M&I Contract **provides for Zone 7's sale of treated water to Contractor and for the administration of Groundwater Pumping Quotas for Contractor's** extractions from the Main Basin of the Livermore Valley Groundwater Basin; and

WHEREAS, the M&I Contract between Zone 7 and Contractor expires November 15, 2026; and

WHEREAS, Zone 7 and Contractor wish to renew the terms of the prior M&I Contract, **and to provide for future water supply to Contractor's** Service Area.

A. INTRODUCTORY PROVISIONS

NOW, THEREFORE the Parties agree as follows:

1. Definitions

When used in this Contract (**also referenced herein as the "Agreement"**), the following terms shall have the meanings hereinafter set forth:

- a. **"Alternate Supply"** shall mean water supply to Contractor from a source other than Zone 7 or through the exercise of Contractor's Groundwater Pumping Quota.
- b. **"Alternative GSP"** shall mean the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin, as that document may be updated or amended from time to time by the Board, or any subsequent Groundwater Sustainability Plan adopted under the SGMA for the management of the Livermore Valley Groundwater Basin.
- c. **"Board"** shall mean the Board of Directors of Zone 7 of Alameda County Flood Control and Water Conservation District.
- d. **"Extract" or "Extraction"** shall mean obtaining groundwater from the Main Basin by pumping or any other means, from wells, shafts, tunnels, excavations or other sources of such groundwater, for domestic, municipal, irrigation, industrial or other use.
- e. "Groundwater Pumping Quota" or **"GPQ"** shall mean that quantity of water that the Contractor is entitled to extract from the Main Basin without paying a recharge fee to Zone 7. GPQ is calculated based on the historic Safe Yield of the Main Basin.
- f. "In-Lieu Treated Water" shall mean that quantity of treated water delivered from Zone 7 in exchange for an equal reduction in Contractor's extraction of its Groundwater Pumping Quota.
- g. "Main Basin" shall have the same meaning as that term is defined in the Alternative GSP, and shall include both upper and lower aquifers of the Main Basin. The Main Basin is depicted in greater detail in Exhibit A.
- h. **"Max Day Treated Water Demand"** shall mean the highest daily (midnight to midnight) water volume a Contractor has demand for over a given interval (i.e. weekly, monthly, yearly).
- i. **"Municipal & Industrial Contractor" or "M & I Contractor"** shall include Contractor or any other party to a similar wholesale M&I Contract with Zone 7.
- j. "Municipal & Industrial Water Supply" shall mean a supply of water from Zone 7 to each M&I Contractor regardless of the source of said water or Contractor's end use of that supply.
- k. **"Safe Yield"** shall mean the quantity of water that can be successfully extracted from the Main Basin on an annual basis over an extended number of years without reducing groundwater storage. Such safe yield is the net quantity of groundwater added to the Main Basin by stream percolation (including percolation from stream releases required for prior water rights), rainfall percolation, applied irrigation water percolation, and net subsurface inflow. Safe Yield does not include imported water. The Safe Yield for the

Main Basin was estimated as approximately 13,400 acre-feet per year in 2021.

- l. **"Sustainable Yield"** shall have the same meaning as that term is defined by Water Code § 10721(w), and calculated as set forth in the Alternative GSP.
- m. "Treated Water" shall mean water that is processed as necessary to comply with drinking water requirements of the California State Water Resources Control Board Division of Drinking Water, the United States Environmental Protection Agency and other agencies with pertinent regulatory authority.
- n. "Turnout Facilities" shall mean Zone 7 facilities required to provide treated water deliveries from Zone 7's water system to the Contractor's water system. See Exhibit B for a schematic of a typical turnout facility.

2. Term of Contract

This contract shall become fully effective as of the date indicated above, and shall continue until December 31, 2055 unless earlier terminated or extended by written agreement of the Parties.

3. Communication

Zone 7 shall endeavor to communicate with its M&I Contractors on an ongoing basis to inform M&I Contractors of updates to policies and procedures which may be of interest to M&I Contractors and solicit input as appropriate.

B. WATER SERVICE

4. Contractor's Service Area

For purposes of water supplied under this Agreement, Contractor's Service Area is defined in Exhibit C, attached hereto and incorporated. Exhibit C may be amended by the written agreement of the Parties which agreement shall not be unreasonably withheld, conditioned, or delayed. Provided that any change in Contractor Service Area may separately be subject to the requirements of the Local Agency Formation Commission, Public Utility Commission or other agency having authority to set service areas. Any future areas outside Zone 7 boundaries to be served by Contractor which receive water from sources other than Zone 7 or the Main Basin shall not be considered part of the Contractor's Service Area under the terms of this contract. Contractor may not add additional areas to its Service Area that are **outside of Zone 7's jurisdictional** boundaries except upon a finding of the Board that providing water to that area is in the best interests of Zone 7.

Notwithstanding the foregoing, Contractor may request Zone 7's written permission to provide temporary/construction water service to users outside of its Service Area, or

who may transport water outside Contractor's Service Area, so long as the end use of the water remains within the Zone 7 jurisdictional boundary.

5. Exclusive Supplier

Contractor shall procure all water for use within its Service Area by purchase from Zone 7 pursuant to this Agreement and through exercise of its Groundwater Pumping Quota. Contractor shall not contract for, purchase or receive, with or without compensation, either directly or indirectly, water for use in its Service Area from any other source except pursuant to the exceptions identified in Section 9 below.

Water purchased by Contractor under this Agreement or extracted as part of Contractor's Groundwater Pumping Quota may not be delivered by Contractor to any area other than Contractor's Service Area, except as required for responding to short-term state or federally declared emergencies; or for protection of public health and safety.

6. Quality of Water

Treated water to be delivered under this Agreement shall be of a quality that complies with the Requirements for Drinking Water of the California State Water Resources **Control Board's Division of Drinking Water and the United States Environmental** Protection Agency or their successor regulatory agencies. Zone 7 will endeavor to blend and treat its different sources of water within its operational capabilities to provide water of approximately equal quality to each Zone 7 M&I Contractor and aesthetically acceptable to the Contractor's customers. Zone 7 will endeavor to provide treated water and communicate in accordance with its Water Quality Policy.

7. Availability of Water

All deliveries under this Agreement are subject to the availability of water. The availability of water may be limited by outside factors including, but not limited to: drought; facilities outages; or limits on groundwater extraction capacities. In **accordance with Zone 7's Water Supply Reliability Policy**, Zone 7 will use best efforts to procure water for deliveries, whether under existing contracts, transfers, groundwater bank extractions, or other sources, based on the volumes and timing identified in the approved annual delivery schedules for each M&I Contractor.

In the event that the supply of water projected by Zone 7 to be available for delivery to each M&I Contractor is less than the total amount included in the approved delivery schedule of each M&I Contractor for that year, Zone 7 shall notify all M&I Contractors of a water shortage.

As necessary to respond to the water shortage, Zone 7 shall reduce scheduled deliveries under this Agreement **proportionately across each M&I Contractor's** Service Area, provided that Zone 7 may apportion on another basis if such is required to meet

minimum demands for domestic supply, fire protection, public health, and/or state and federal regulatory requirements during the year, including but not limited to emergency regulations. Zone 7 shall give Contractor written notice as far in advance as possible of any reduction in deliveries that would be necessary because of a shortage in water supply.

8. Water Conservation

In order to increase water supply by demand reduction or to comply with applicable state or federal regulatory requirements, Zone 7 will undertake and support water conservation programs for **water uses within the Zone 7's service area, including Dougherty Valley**. To that end, Zone 7 will develop, implement or participate in such programs and enter into agreements with other M&I Contractors, and other entities to make more efficient use of water supplies through water conservation programs implemented in accordance with the policy direction of the Board and in coordination with other regional planning efforts.

9. Alternate Supply

Notwithstanding the provisions of Section 5, Contractor shall be excused from its obligation to source water solely through Zone 7 or pursuant to its Groundwater Pumping Quota under the following circumstances:

- a) Where water received is necessary for fire flow or fire storage requirements, protection of public health and safety or other emergency purposes, provided that only those quantities necessary for such extraordinary purposes shall be considered Alternate Supply;
- b) In the event that water delivered to a Turnout Facility does not comply with state or federal regulatory requirements for drinking water, in which case the Alternate Supply obtained shall be limited to the amount necessary to meet Contractor's treated water needs as a result of Zone 7's non-compliance with those regulatory requirements; or
- c) In the event that Zone 7 is unable to deliver the quantity of treated water **necessary to satisfy Contractor's delivery request**. Under those circumstances, Zone 7 shall specify the quantity of treated water that it cannot deliver and the time period for which it cannot satisfy the **Contractor's requirements**. The Alternate Supply obtained shall be limited to the period of time and quantity during which Zone 7 cannot satisfy the Contractor's delivery request; or
- d) Where the Alternate Supply is groundwater extracted by Contractor from aquifers outside the Main Basin, provided that the extraction is consistent with SGMA, insofar as it does not result in exceedances or violations of the Alternative GSP and does not impair the sustainable management of the Livermore Valley Groundwater Basin. Zone 7, acting in its capacity as the

exclusive Groundwater Sustainability Agency for its boundaries, will provide prompt notice to Contractor where it has reason to believe that any such extraction does not meet this bar.

- e) Where the Alternate Supply is recycled wastewater treated by a Zone 7 M&I Contractor for reuse as permitted by the State Water Resources **Control Board's Division of Drinking Water, the Regional Water Quality Control Board** and other agencies with jurisdiction.

In addition to the foregoing, Contractor may be excused from its obligation to purchase water solely from Zone 7 or through exercise of its Groundwater Pumping Quota where (1) the Board provides prior written approval for the Contractor to receive Alternate Supply in lieu of Zone 7 deliveries; and (2) the Contractor has compensated Zone 7 for its obligated fixed costs associated with the quantity of Zone 7-delivered water that the Contractor intends to forgo. These fixed costs shall include but are not limited to water facility improvements, water contract obligations, debt service, and other costs ordinarily recovered through the sale of water to Contractor. Contractor written requests to receive an Alternate Supply pursuant to this paragraph shall be promptly considered by Zone 7 and approval shall not be unreasonably withheld.

Zone 7 needs to be protected from any obligation to supply water to projects or customers which the Contractor has supplied from sources other than what has been directly purchased from Zone 7. In addition to the protections provided in Section 43, Contractor shall indemnify, save and hold harmless Zone 7 from any and all obligations, liability, responsibility, costs, expenses, or fees associated in any way with any **Contractor's acquisition and delivery of Alternate Supply pursuant to this Section.** Provided, however, that if Contractor is instructed by Zone 7 to acquire water from **Zone 7 pursuant to Zone 7's rights as exclusive provider under Section 5**, and which has been previously acquired from third parties as an Alternate Supply pursuant to this Section 9, Zone 7 shall save and hold harmless Contractor from any and all obligations, liability, responsibility, costs, expenses, or fees that may arise from such third parties as a result of that change.

10. Measurement of Treated Water Deliveries

- a) Zone 7 shall measure and record the volumes of water that Zone 7 delivers to Contractor. In the event that a flow meter is inoperable, malfunctioning, or in error (including any testing done under Sections 10(b) or 10(c)), such that water delivery volumes are not accurately recorded or measured within 2%, Zone 7 shall confer with the Contractor prior to making a reasonable estimation of water deliveries to the Contractor during that period of inoperability, malfunction or error, up to a maximum adjustment period of 6 months.
- b) Zone 7 shall test turnout meters at least annually, consisting of verifying and adjusting meters and associated instrumentation, using a method approved by Zone 7 consistent with meter manufacturer instructions or with industry

practices. Results of this testing and adjustments (if any) made to the meter and associated instrumentation shall be provided promptly to Contractor. The Contractor shall have the right to be represented by a qualified observer during any instrumentation and/or meter tests and/or verification.

- c) **Contractor may request additional testing of its turnout meters between Zone 7's regularly scheduled annual testing intervals at Contractor's expense.** The testing shall be consistent with standard methods recommended by the meter manufacturer, or other methods consistent with industry practices, as agreed upon by the Contractor and Zone 7. In the event testing demonstrates an error exceeding 2%, the expenses of the test will be assumed by Zone 7.

11. Delivery Schedule of Municipal & Industrial Water

Contractor shall submit a preliminary water delivery schedule annually on a form provided by Zone 7. This preliminary water delivery schedule will include: (1) an **estimate of the Contractor's demand for treated water and groundwater in excess of its Groundwater Pumping Quota** required by Contractor for the succeeding 5 calendar years, set out on a monthly basis; and (2) the anticipated Maximum Day Treated Water Demand from Zone 7 for each such year.

Zone 7 shall review Contractor's preliminary water delivery schedule, and shall either approve the schedule or make such revisions as may, in the judgment of Zone 7, be necessary to make deliveries to Contractor.

Zone 7 will use its best **efforts to meet Contractor's water delivery requests.** To the **extent water is available to Zone 7, Zone 7 will approve each M&I Contractor's annual delivery schedule for an amount not less than the amount of water set forth in that Contractor's delivery schedule for the prior calendar year.** Zone 7 shall identify the reason for any revisions or disapproval of Contractor's delivery request. Zone 7 shall **only revise or disapprove Contractor's delivery request for the reasons set forth in Sections 7, 12, 13, and 14.**

12. Operational Requirements

The Zone 7 system is not designed to serve all M&I Contractors' peak demands simultaneously, and peak deliveries may be curtailed or unintentionally reduced from time to time in response to limitations in system capacity. Zone 7 may at its sole discretion elect to regulate flows, provided, however, that so long as water and Zone 7 system capacity are available, Zone 7 will endeavor to meet all reasonable demands for peak deliveries and will use reasonable diligence to provide a regular and uninterrupted supply of water from its turnout facilities. Zone 7 shall communicate its actions to regulate or reduce flows to the Contractors as soon as reasonably practicable.

13. Temporary Curtailment of Delivery

Zone 7 will make all reasonable efforts to provide continuous service to Contractor but may schedule to temporarily discontinue or reduce the delivery of water to Contractor for the purpose of necessary investigation, inspection, maintenance, repair or replacement of any of the facilities necessary for the delivery of treated water to Contractor.

Zone 7 shall notify Contractor as far in advance as possible of any scheduled discontinuance or reduction and the estimated duration of such discontinuance or reduction, and shall use its best efforts to avoid disruptions in service to Contractor.

In the event of any discontinuance or reduction in delivery of water, Contractor may elect to reschedule the water otherwise identified for delivery in the approved water delivery schedule, subject to the availability of system capacity and considering the approved delivery schedules of all other M&I Contractors.

14. Suspension of Service

In the event that Contractor shall be delinquent in the payment for water for more than 90 days after the due date (as said due date is defined in Section 32), such delinquency shall be called to the attention of the Board for resolution. The Board may, in its discretion and after giving Contractor an opportunity to be heard, order the suspension or reduction of service to Contractor.

C. TURNOUT DESIGN & CONSTRUCTION

15. Requests for Turnout Facilities

Requests for additional turnout facilities are subject to review and approval by Zone 7.

Prior to the design or construction of a turnout facility, Contractor shall deposit with Zone 7 an amount of money estimated by Zone 7 to cover all costs to be incurred by Zone 7 for that design or construction. Such costs include but are not limited to design, engineering, design review, construction, right-of-way acquisition, inspection, **landscaping, installation, and contract administration. At Zone 7's sole discretion, such costs may be included in the monthly invoices provided to Contractor pursuant to Section 32.**

Following the completion of the design or construction of the turnout facility, Zone 7 will provide Contractor with an accounting of the actual costs incurred by Zone 7 in the completion of that design or construction. The deposit shall be applied to the actual costs incurred by Zone 7, and the appropriate refund or invoicing to Contractor will be made. Contractor shall make payment; or Zone 7 shall issue a refund on any excess remaining **deposit, within 30 days of Zone 7's** submission of said statement. Contractor shall have the right to audit the records of Zone 7 for the purpose of verifying actual costs.

16. Design of Turnout Facilities

Zone 7 shall design the turnout facilities for the present design flow range set forth in Section 20 with provisions for future modifications in accordance with the anticipated future maximum flow rate.

Turnout facilities shall include the necessary valves, piping, meter and recording equipment, vaults, power supply, buildings, telemetry equipment and any other appurtenances necessary to meet the standards and operational needs of Zone 7, and shall be designed and constructed based on the ranges of flows set forth in Section 20.

If turnout facilities are designed by Zone 7, Zone 7 shall submit its design of new turnout facilities to Contractor for review and comment. Zone 7 will consider the comments before finalizing the design.

Alternatively, if the Contractor or its consultant choose to design turnout facilities, Contractor shall submit the design to Zone 7 for review and written approval prior to construction. Said design shall incorporate the standards and requirements of Zone 7.

17. Turnout Construction & Maintenance

Unless otherwise specified in writing, the following provisions apply to the design, construction, maintenance, and operation of turnout facilities installed under this Agreement:

- a) Turnout locations will be determined by Zone 7 after consultation with Contractor. Zone 7 will make reasonable efforts to locate turnouts at the general location requested by Contractor. Contractor will provide Zone 7 with the necessary rights-of-way and/or rights of access, as determined by Zone 7, for the purposes of constructing, operating and maintaining said turnout facilities.
- b) Ownership of turnout facility, including the shut off valve downstream of the turnout facility, shall be with Zone 7. Zone 7 may determine, after meeting and conferring with the Contractor, that the turnout facility has been abandoned after 3 consecutive years of non-use by Contractor.
- c) Contractor shall have no obligation to operate, maintain, repair, replace or relocate the turnout facility. Provided, however, that Contractor or **Contractor's designee shall be responsible for the maintenance of any** landscaping in and around the turnout unless, and for only as long as, Zone 7 specifically waives that obligation.
- d) As part of construction of new transmission pipelines, Zone 7 shall install the tee segment of the transmission pipeline that will serve the **Contractor's requested or existing turnout, including in-line valves and the isolation valve on the tee.** For turnout facilities requested by Contractor subsequent to the construction of any new Zone 7

transmission pipeline, Contractor shall pay for construction of modifications to the transmission pipeline, including insertion of a new tee or other connection and associated in-line valves and the isolation valve on the tee, serving the turnout facility, in addition to any other costs described in Section 15.

18. Operations and Damage to Facilities

Each Party shall exercise reasonable care in the performance of its obligations and rights **under this Agreement to ensure that each Party's facilities and operations are not** impaired or damaged. In the event that Contractor, by carrying out its obligations under this Agreement or in any other course of its operations damages Zone 7 facilities or structures, including but not limited to turnouts installed under this Agreement, the Contractor shall reimburse Zone 7 for costs of repairing those facilities.

19. Inspection of Facilities

Contractor may, upon request, and in the presence of a Zone 7 representative, inspect its associated turnout facilities. **Upon Contractor's request, Zone 7 shall provide Zone 7's** monthly flow measurements and records taken from that Contractor's turnout facilities.

20. Ranges of Flow

The range of flow rates of water through a turnout facility may vary considerably over the contract term. A normal range of flow rates for a turnout facility is hereby established as from 10% to 100% of the maximum approved design flow rate.

Prior to the turnout design, Contractor shall provide Zone 7 with the anticipated ultimate (future) maximum flow rate and anticipated present design range of flow rates, **as well as anticipated pressure ranges for each on Contractor's side of the turnout** facility. The maximum design flow rate shall not exceed 10 times the minimum design flow rate for this range in normal installations as approved by Zone 7.

Contractor is responsible for regulating flow demands through the turnout facility such that the range of flow rates set forth in the turnout design criteria will be maintained. Zone 7 may at its sole discretion elect to regulate flows.

Zone 7 may modify turnout facilities upon request of Contractor or at such time that the actual flow rate exceeds the maximum design flow rate or is less than the minimum design flow rate; provided, however, that flow rates resulting from emergencies shall not apply to such requirement for modification. Said modification will be at the expense of the Contractor and payment thereof shall be invoiced to Contractor in accordance with Section 32.

D. GROUNDWATER EXTRACTION

21. Rights to and Management Of Groundwater in the Main Basin

Without limiting or modifying either Party's claim to water rights, Zone 7 acknowledges Contractor's right to extract groundwater based on Contractor's historical groundwater extractions, **and upon the contractual arrangement setting Contractor's Groundwater Pumping Quota** in Contractor's original M&I Contract with Zone 7. Contractor acknowledges that Zone 7 manages the Main Basin and that Zone 7 recharges, stores, and extracts from the Main Basin as necessary to supply water to each Contractor. Accordingly, Contractor shall not extract more than its Groundwater Pumping Quota from the Main Basin in any calendar year except as specifically authorized by this Agreement.

The Groundwater Pumping Quota set forth in this Agreement is not a formal confirmation or quantification of any underlying right held by Contractor. Each Party reserves all rights to pursue an adjudication of the Main Basin, or any other legal action on extraction of groundwater that may **impact Contractor's authority to extract** groundwater from the Main Basin. Furthermore, Zone 7 reserves its authority to levy a replenishment assessment on the extraction of any groundwater, including Contractor's Groundwater Pumping Quota (excluding any adjudication of the Safe Yield), as necessary to protect the water supplies for users within Zone 7.

Contractor acknowledges Zone 7's authority pursuant to SGMA as the exclusive Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin. Nothing **in this agreement is intended to modify the Parties' authorities or responsibilities pursuant to that statutory scheme, including Zone 7's authority as GSA to take** necessary actions to secure the sustainability of the groundwater basin under Water Code section 10725 and following. These statutorily authorized actions may include, but are not limited to, restrictions on pumping, metering requirements, and the imposition of fees.

22. Contractor's Groundwater Pumping Quota

Contractor shall be entitled to a Groundwater Pumping Quota (GPQ) equal to 3,069 acre-feet annually of extractions from the Main Basin. Contractor may carry over portions of its GPQ from year to year, as described in Section 23, below. Water extracted under Contractor's Groundwater Pumping Quota may not be transferred or used outside of the **Contractor's Service Area**.

Extractions in excess of Contractor's GPQ and accumulated carryover will be subject to a recharge fee, as set forth in Section 30, below. Water from other sources that has been recharged and banked within the Main Basin by Contractor with the consent of **Zone 7 and extracted for Contractor's later use will not be counted toward Contractor's** GPQ or assessed a recharge fee.

23. Carry-over of Groundwater Pumping Quota

In any calendar year, Contractor may carry-over the unextracted portion of its Groundwater Pumping Quota for extraction from the Main Basin during subsequent **calendar years. Contractor's carry-over** or accumulated carry-over shall not exceed 20 percent of the Contractor's Groundwater Pumping Quota, and shall not include any Groundwater Pumping Quota waived under the In-Lieu Treated Water provision of Section 27.

24. Transfers of Groundwater Pumping Quota

Temporary or permanent transfers of a Contractors Groundwater Pumping Quota are permitted only (1) between Zone 7 Contractors, and (2) for use within the Zone 7 boundaries. Such transfers are subject to the written approval of Zone 7, which approval shall not be unreasonably withheld, provided that the proposed transfer does not impede the sustainability goals outlined in the Alternative GSP.

25. Changes in Contractor's Groundwater Pumping Quota

Contractor's Groundwater Pumping Quota shall not be increased without the consent of the other remaining M&I Contractors with a Groundwater Pumping Quota.

Contractor's Groundwater Pumping Quota shall not be decreased except upon a finding by the Zone 7 Board of Directors, sitting as the Board of Directors for the Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin, that such a reduction is necessary to maintain the Safe Yield of the Livermore Valley Groundwater Basin. Before enacting such a reduction, Zone 7 shall meet and confer with Contractor regarding the need for the reduction. Contractor will be provided notice and an opportunity to comment on any proposed reduction prior to enactment.

26. Reporting Groundwater Extraction

To the extent applicable to each Contractor, each Contractor shall report the amount of groundwater extracted from the Main Basin and any water obtained from other sources (including any water recharged to the Main Basin) in a given month on or before the fifteenth day of the following month. This report shall be made on a form or forms provided by or acceptable to Zone 7, and shall include total volume used or extracted, flow rate, and any other data necessary to confirm total extractions. Contractor shall be responsible for verifying the data reported to Zone 7 under this Section, including calibration and testing of meters and associated instrumentation at least annually.

Contractor's measurement and recordation of groundwater extractions shall be subject to the same provisions for inspection, accuracy and testing of meters and instrumentation by Zone 7 as is provided to Contractor in Section 10.

27. In-Lieu Treated Water

During periods when sufficient water is available to Zone 7 at reasonable cost and Zone 7 desires to raise or maintain groundwater levels, Zone 7 may offer delivery of treated **water at a reduced rate for Contractor's use in lieu of groundwater extracted pursuant to its Groundwater Pumping Quota ("In-Lieu Treated Water")**.

Zone 7 shall notify Contractor regarding the availability of In-Lieu Treated Water on or about May 1 of each calendar year, however, said rates may be retroactive for the entire calendar year or other mutually agreed upon portion thereof. Credit or payment for In-Lieu Treated Water will be as provided for under Section 31.

Contractor is not required to take or purchase any In-Lieu Treated Water. The amount of In-Lieu Treated Water that Contractor may receive shall not exceed its Groundwater Pumping Quota plus any accumulated carry-over or its operational capability to extract said Groundwater Pumping Quota and accumulated carry-over.

28. Water Delivery Shortage Emergency Extractions

During a water supply emergency, as declared by the Board, in which Zone 7 is unable to deliver the quantity of treated water as approved on the delivery schedule, and subject to approval by the Board, the Contractor may extract water from the Main Basin in excess of the Contractor's Groundwater Pumping Quota at a reduced recharge rate. Said rate shall be the same as the In-Lieu Treated Water rate.

E. CHARGES AND PAYMENT

29. Rate Schedule

The Board shall adopt and publish a rate schedule for charges levied pursuant to this Agreement, including each of the following:

- (a) Treated water rates
- (b) In-Lieu Treated Water
- (c) Water Connection Fees
- (d) Recharge fees

Each charge shall be based on the cost of providing service, and shall not be unreasonable, arbitrary, or discriminatory.

The Board shall review the proposed rates at a September Board meeting, with the goal of establishing the rate schedule no later than the November regular Board meeting prior to January 1 of the calendar year for which the rate schedule is to be effective. Notwithstanding, the rate schedule shall be adopted at least 60 days prior to it

becoming effective. Upon adoption the rate schedule will continue in full force and effect until modified or repealed by the Board. Such rates shall be developed with applicable laws and regulations, including the California Constitution.

30. Recharge Fee

In any calendar year, if Contractor exceeds its Groundwater Pumping Quota plus any accumulated carry-over, Contractor shall be assessed a Recharge Fee for each acre foot of water (or portion thereof) in excess of said amount. The Recharge Fee schedule shall be calculated to reflect the cost to Zone 7 of replenishing the Main Basin in the amount of the excess extraction, including but not limited to the cost to purchase or develop the water, as well as the cost to construct, maintain, and operate the facilities needed to import, distribute, store, treat, and recharge said water into the Main Basin for the benefit of each M&I Contractor.

The recharge fee shall be charged to Contractor in accordance with the rates included in the adopted rate schedule. Notwithstanding the foregoing, the Recharge Fee may be suspended by Zone 7 in the event that Zone 7 determines that other funding mechanisms are in place that adequately address the costs of replenishing groundwater in the Main Basin.

31. In-Lieu Treated Water Credit

Zone 7 shall include an In-Lieu Treated Water Rate in the adopted rate schedule. In any calendar year in which the Contractor has participated in In-Lieu Treated Water deliveries as set forth in Section 27, Zone 7 shall determine the amount of delivered treated water that should be charged at the adopted In-Lieu Treated Water rate. Zone 7 shall reconcile deliveries and credit or make payment to the Contractor the difference between the treated water rate and the In-Lieu Treated Water rate on or before May 1 of the calendar year following such deliveries.

Contractor acknowledges that any credits or payments received under this Section are received in-lieu of the Contractor's right to extract its Groundwater Pumping Quota, and Contractor agrees that its Groundwater Pumping Quota and any accumulated carry-over shall be reduced by an amount equivalent to the amount of In-Lieu Treated Water delivered by Zone 7 to Contractor for the year in which the delivery is made.

32. Payments and Invoicing

Contractor shall be invoiced on a calendar month basis for treated water deliveries, temporary treated water service, and recharge fees based on the data obtained pursuant to Sections 10 and 26. Contractor shall pay promptly all charges invoiced by Zone 7 for charges incurred in the preceding month and to become due and payable within 30 days from date of invoice.

If the Contractor in good faith disputes the accuracy of any invoice submitted pursuant to this Section, the Contractor will submit a notice to Zone 7 identifying the disputed cost within 15 days of receipt of the invoice. If the dispute is not resolved prior to the due date for that invoice, Contractor shall submit payment of the contested amount under protest.

If the parties resolve the dispute in a manner that recognizes a payment by the Contractor that exceeds what is required under this Agreement, the amount of the excessive payment will be reflected by Zone 7 as a credit against future payments due from the Contractor.

33. Delinquent Payments

In the event that Contractor is delinquent in the payment of invoiced charges for more than thirty (30) days after the due date, delinquent amounts shall accrue interest commencing on the due date and continuing each month thereafter until payment of both the principal amount of such charges and the interest thereon is paid in full. The annual rate of interest is equal to five percent (5%) plus the current Federal Reserve district of San Francisco Primary Rate in effect on the date the invoice becomes delinquent.

F. GENERAL PROVISIONS

34. Entire Agreement

This document constitutes the entire Agreement between the parties relative to the services specified above. The parties acknowledge and agree that there are no understandings, agreements, terms, or conditions with respect to the subject matter of this document except for those contained in this writing. Each person signing this Agreement represents and warrants that s/he has authority to enter into this Agreement on behalf of the party for whom s/he is signing.

35. Third Party Beneficiaries

No third-party beneficiaries are intended or created by this Agreement.

36. Dispute Resolution

The Parties agree to attempt in good faith to resolve all disputes informally. If agreed to by the Parties, alternate methods of dispute resolution, such as mediation, may be utilized.

37. Remedies

By reason of the specialized nature of the water service rendered, and for the further reason that the extent of any damage caused to either party by the other by reason of

any breach of this contract or agreement may be extremely difficult to determine, it is agreed by the parties hereto that an action for damages is an inadequate remedy for any breach, and that specific performance, without precluding any other remedy available in equity or law, will be necessary to furnish either party hereto with an adequate remedy for the breach thereof.

38. Severance

If a court or other tribunal of competent jurisdiction holds that any provisions of this Agreement are invalid, illegal or unenforceable, those provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

39. Assignment

This contract is not for the benefit of any person, corporation or other entity, other than the parties hereto, and no person, corporation or other entity except the parties hereto, shall have any rights or interest in or under this contract unless otherwise specifically provided herein. Except as otherwise provided in this Agreement, Contractor shall not assign or transfer any rights or privileges under this contract, either in whole or in part, without the prior written consent of Zone 7, which consent shall not be unreasonably withheld, or make any transfer of all or any part of its water system, or allow the use thereof, in any manner whereby any provisions of this contract will not continue to be binding on it, its assignee or transferee, or such user of the system. This contract and the rights and responsibilities provided for herein shall be binding on the successors and assigns of the parties hereto.

40. Venue

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, and venue shall be the Alameda County Superior Court.

41. Contract Modification

This contract may be amended or modified any time only by mutual written agreement of the parties.

42. No Guarantee of Water Supply

While Zone 7 will use its best efforts to meet Contractor demand, consistent with the requirements of Sections 6 and 7 of this Agreement, neither Zone 7 nor any of its officers, agents, or employees shall be liable to Contractor for damages, breach of contract claim, or otherwise associated with the failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of or without the negligence or willful misconduct of Zone 7. Such causes may include, but are not

restricted to, acts of God, acts of war, or criminal acts of others, acts of Contractor or M&I Contractors, water shortages, drought, regulatory constraints, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities including but not limited to State Water Project facilities outside the Zone 7 service area.

43. Liabilities & Indemnification

In performance of this Agreement, each Party, its agents, employees, and contractors, shall act in an independent capacity and not as officers, employees, or agents of any other Party. No Party assumes any liability for the activities of any other Party in performance of this Agreement. Each Party shall be responsible for any adverse impacts to, or complaints from, its own customers that may result from the operation or performance of this Agreement, except as arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the other Party, their associates, employees, sub-consultants, or other agents.

Contractor assumes liability for treated water delivered under this Agreement when **water is delivered to the turnout or other connection point to Contractor's water** delivery system. Accordingly:

(a) Contractor shall indemnify, save and hold harmless Zone 7 and its officers, agents, and employees (**collectively, "Zone 7"**) from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water after such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims arising from the negligence or willful misconduct of Zone 7. Contractor shall further indemnify, save and hold harmless Zone 7 from any and all obligations, liability, **responsibility, costs, expenses, or fees associated in any way with any Contractor's** acquisition, delivery, or use of Alternate Supply pursuant to this Agreement.

(b) Zone 7 shall indemnify, save and hold harmless the Contractor and its officers, agents, and employees from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water before such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims by Zone 7 for costs of repair of Zone 7's facilities or other damages resulting from the operations of Contractor, or claims arising from the negligence or willful misconduct of Contractor.

44. Renewability

This contract may be renewed upon the mutual consent of the parties hereto. If no such renewal shall take place and in the absence of any new contract, Zone 7 shall nevertheless continue delivery to Contractor in accordance with this contract, that

quantity of water set forth in the approved delivery schedule for the last full calendar year before the expiration of the term of this contract. However, if a new contract is not entered into within 2 years from the date of expiration of this contract, then the Board may, at its option, set the terms and conditions for the continued provision of Municipal & Industrial water supply to Contractor.

45. Counterparts

This Agreement may be executed in counterparts by each signatory. The separate executed counterparts, taken together, shall constitute a single agreement. The Parties agree to the use of digital signatures to execute this Agreement. Facsimile, email, digital, and electronic signatures shall be binding.

46. Notices

All notices or other writings in this contract provided to be given or made or sent, or which may be given or made or sent, by one party hereto to another, shall be deemed to have been fully given or made or sent when made in writing and deposited in the United States mail, registered, certified or first class, postage prepaid, and addressed as follows:

To Zone 7:	General Manager Zone 7 Water Agency 100 North Canyons Parkway Livermore, CA 94551
To Contractor:	President California Water Service Company 1720 North 1 st Street San Jose, CA 95112-4598
With a copy to:	Senior Vice President, General Counsel California Water Service Company 1720 North 1 st Street San Jose, CA 95112-4598

The address to which any notice or other writing may be given or made or sent to any party may be changed upon written notice given by such party as provided above.

47. Severability

If any one or more of the terms or conditions set forth in this contract to be performed on the part of Zone 7 or Contractor, or either of them, should be contrary to any

provisions of law or contrary to the policy of law to such an extent as to be unenforceable in any court of competent jurisdiction, then such terms or conditions, shall be null and void and shall be deemed severable from the remaining terms or conditions and shall not affect the validity of the remaining provisions of this contract.

48. Section Headings

Section headings in this contract are for convenience only and are not to be construed as a part of this contract or in any way limiting or amplifying the provisions hereof.

49. Waiver

None of these terms or conditions herein contained can be waived except by mutual written consent.

50. Contracts to be Substantially Similar

Zone 7 agrees that each contract for a Municipal & Industrial Water Supply hereafter entered into by Zone 7 with any other M&I Contractor shall be substantially similar to those herein set forth and shall not contain any provisions of a material nature more favorable to the other M&I Contractors than the provisions herein. This section shall not restrict Zone 7 from considering other terms and conditions for subsequent Municipal & Industrial Water Supply contracts provided that if such other terms and conditions are not substantially similar, Zone 7 shall notify all M&I Contractors and offer such other terms and conditions to each M&I Contractor. This section shall not limit Zone 7 from entering into other contracts for services not provided for under the terms and conditions of this contract.

G. CONTRACTOR-SPECIFIC PROVISIONS

[No Contractor Specific Provisions Included]

IN WITNESS WHEREOF, the parties hereto and have executed this contract on the date and year first above written.

CALIFORNIA WATER
SERVICE COMPANY

ZONE 7 WATER AGENCY

BY _____
President

BY _____
President, Board of Directors

ATTEST:

ATTEST:

BY _____
Secretary

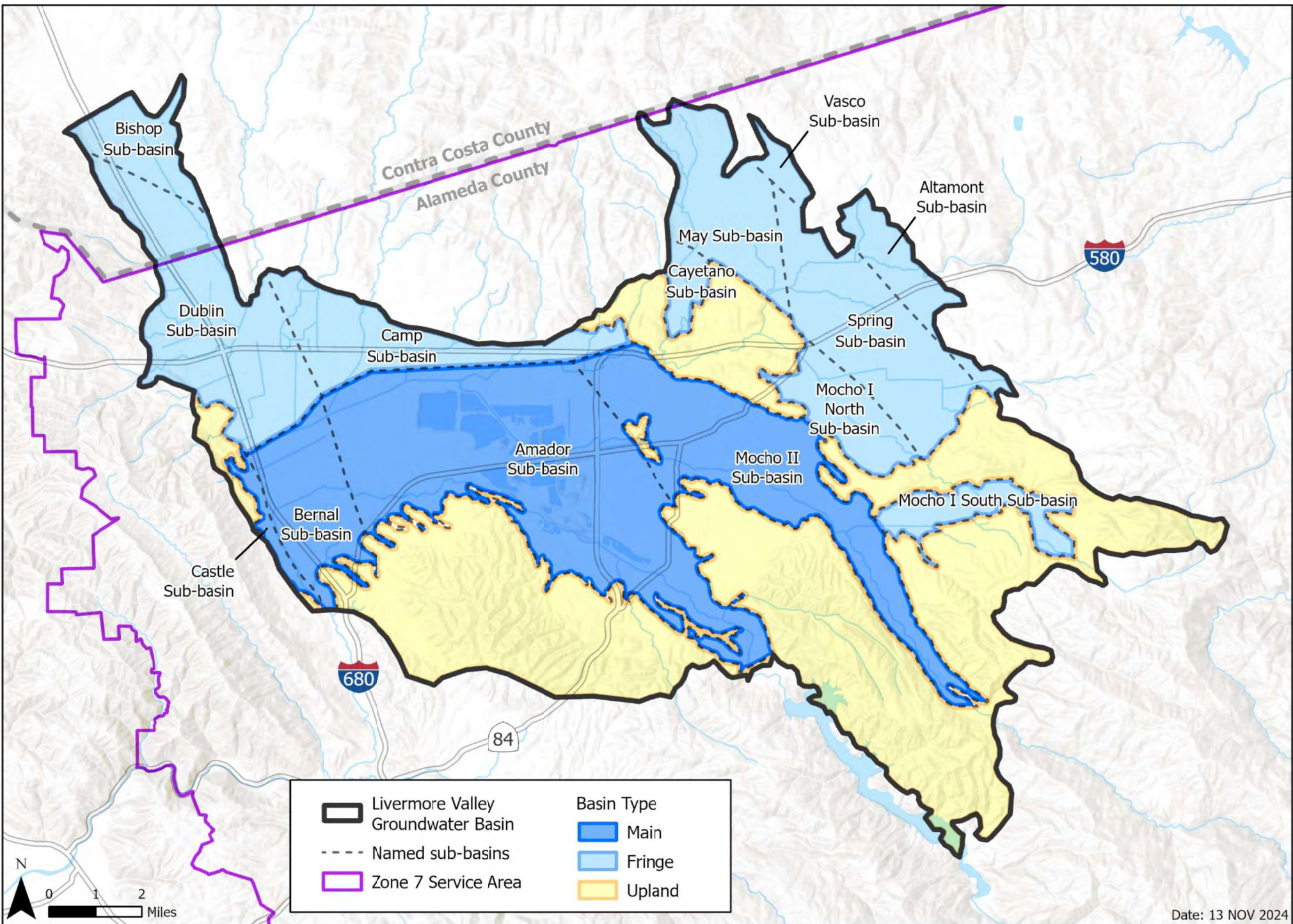
BY _____
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY _____
General Counsel

BY _____
General Counsel

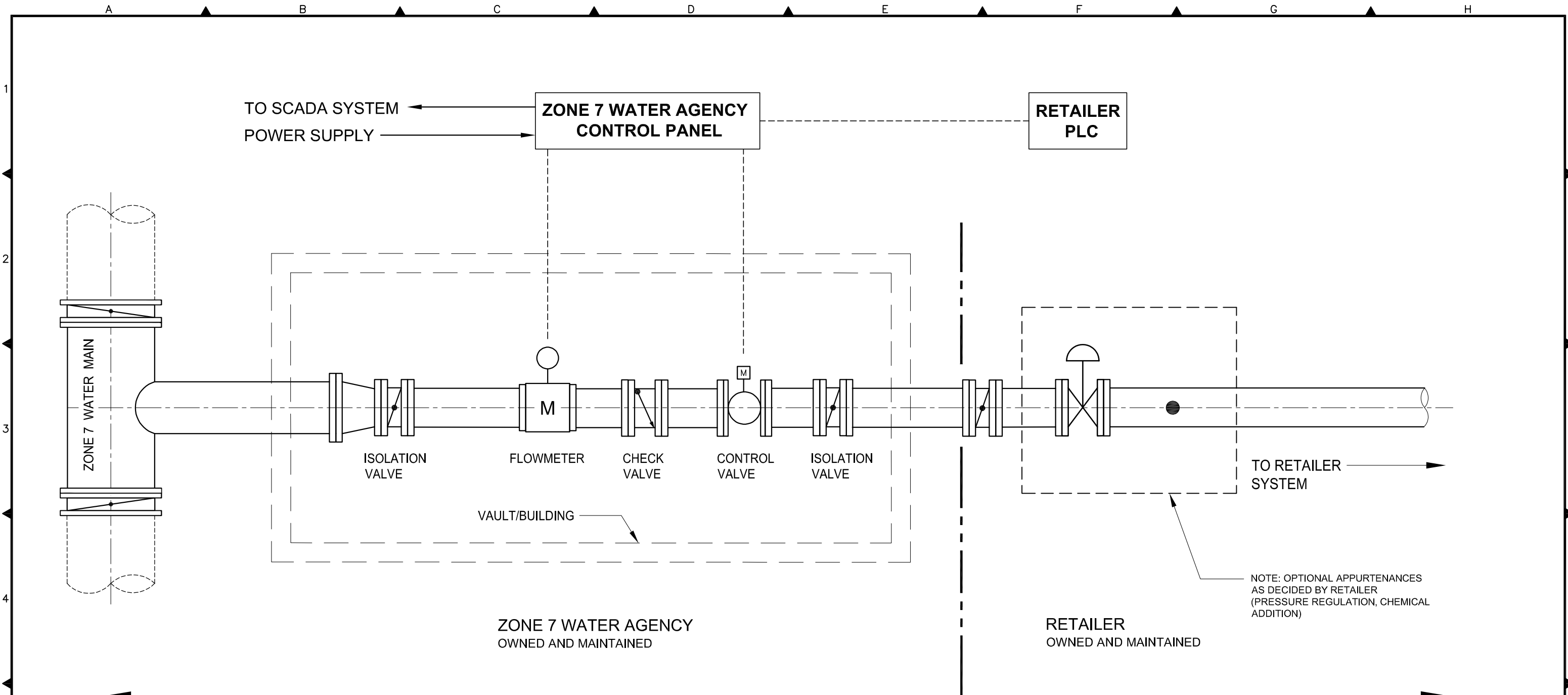


Date: 13 NOV 2024



Sources: Zone 7 Water Agency; ESRI; California Department of Water Resources, 2021 (California's Groundwater – Update 2020 (Bulletin 118))


Exhibit A - Livermore Valley Groundwater Basin



- GENERAL NOTES:**
1. THIS PLAN DIAGRAM DOES NOT INCLUDE OTHER APPURTENANCES THAT ARE CRITICAL FOR THE FULL OPERATION OF A TYPICAL ZONE 7 TURNOUT. RETAILER SHALL WORK WITH ZONE 7 STAFF TO DEVELOP A COMPLETE SET OF CONSTRUCTION PLANS AND SPECIFICATIONS TO BE REVIEWED AND APPROVED BY ZONE 7 ENGINEERING.
 2. THE FLOW ELEMENT IS IN THE VAULT, AND THE TRANSMITTER SHOULD BE INSTALLED IN THE ZONE 7 PANEL.

REV	DATE	BY	Description

Designed
BW
Drawn
ESB
Checked
SS
Date
FEB 2026



ZONE 7 WATER AGENCY
100 NORTH CANYONS PARKWAY
LIVERMORE CALIFORNIA, 94551

BAR IS ONE INCH AT FULL SCALE
0 1"
IF NOT ONE INCH SCALE ACCORDINGLY

ZONE 7 WATER AGENCY
Exhibit B
TYPICAL LAYOUT FOR ZONE 7 TURNOUT

SHEET NO.
1 OF 1
DRAWING NO.
FILE NO.
WC-306






CALIFORNIA WATER SERVICE
 1720 North First Street, San Jose, CA 95112
 (408) 367 - 8200

Revised _____ Cal. P.U.C. Sheet No. 12248-W

Cancelling 2244 _____ Cal. P.U.C. Sheet No. 11335

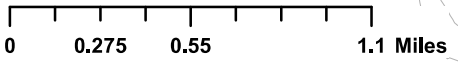
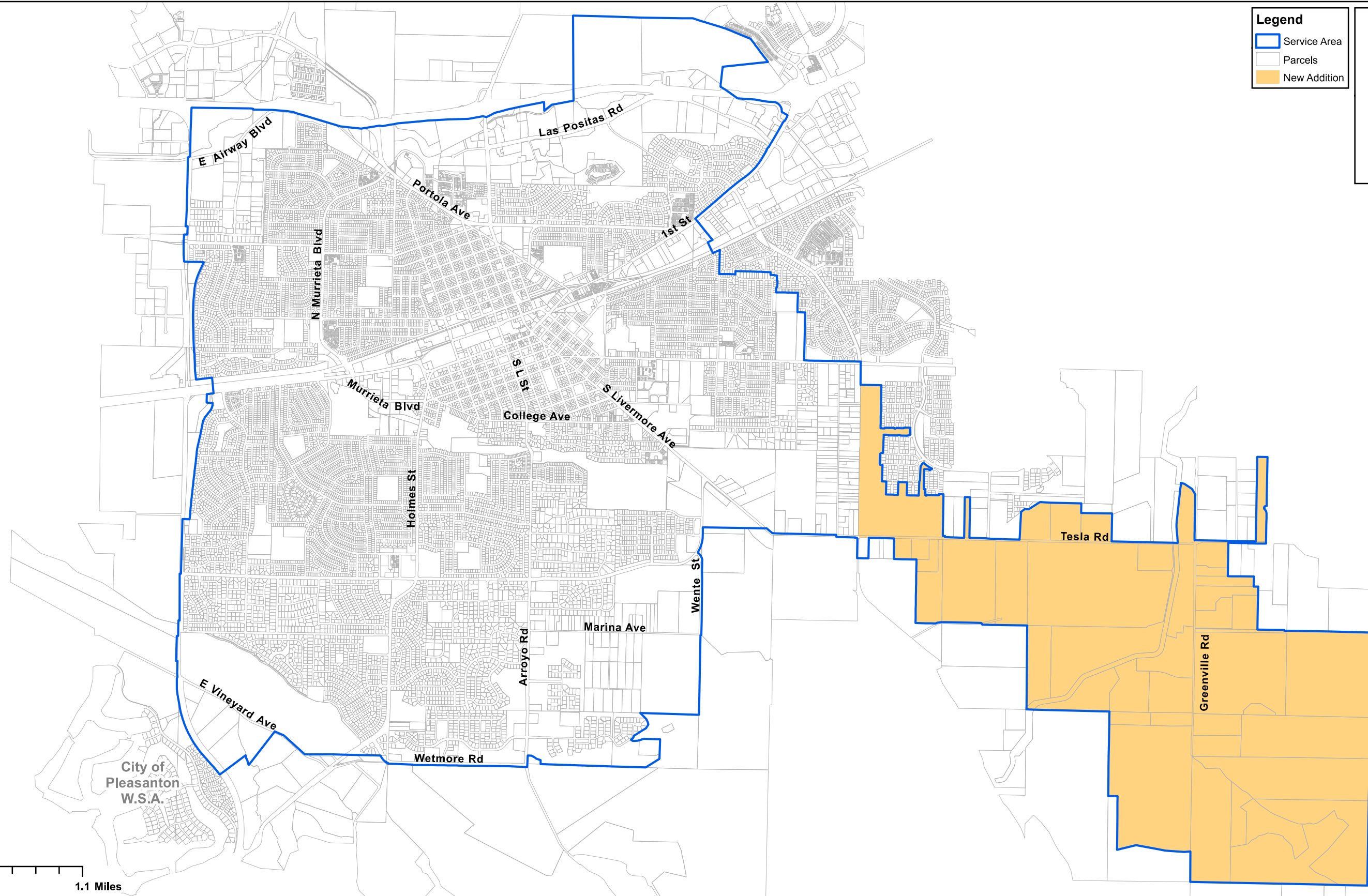
Legend

-  Service Area
-  Parcels
-  New Addition



SERVICE AREA MAP
 FOR
 LIVERMORE
 DISTRICT

Updated: January 2019



NOTE :
 This map may not be considered by the Public Utilities Commission of the State of California as a final conclusive determination or establishment of the dedicated area of service or any other portion thereof.

Exhibit C
 Contractor's Service Area

(To be inserted by Utility)
 Advice Letter No. : 2375
 Decision No. : Res. W-5206

Issued By
Greg Milleman
NAME
Vice President of Rates
TITLE

(To be inserted by Cal. P.U.C.)
 Date Filed : 02/13/2020
 Effective : 02/13/2020
 Resolution No. : _____

A26-73-DUB

CONTRACT BETWEEN

ZONE 7 WATER AGENCY

AND

DUBLIN SAN RAMON SERVICES DISTRICT

FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

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CONTRACT BETWEEN
ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AND DUBLIN SAN RAMON SERVICES
DISTRICT FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

THIS CONTRACT is made and entered into this _____ day of _____, 2026, by and between ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as the Zone 7 **Water Agency, hereinafter referred to as "Zone 7"** and Dublin San Ramon Services District, **hereinafter referred to as "Contractor."**

RECITALS

WHEREAS, Zone 7 is a wholesale water supplier providing Municipal and Industrial water supply to various contractors in Alameda County and Dougherty Valley; and

WHEREAS, Zone 7 manages the Livermore Valley Groundwater Basin under the Sustainable Groundwater Management Act of 2014 (SGMA) through the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin; and

WHEREAS, Contractor and Zone 7 are parties to the *1994 Contract Between Zone 7 of Alameda County Flood Control and Water Conservation District and Dublin San Ramon Services District for a Municipal and Industrial Water Supply* (M&I Contract); and

WHEREAS, that M&I Contract **provides for Zone 7's sale of treated water to Contractor and for the administration of Groundwater Pumping Quotas for Contractor's** extractions from the Main Basin of the Livermore Valley Groundwater Basin; and

WHEREAS, on February 7, 2000, Contractor and Zone 7 entered into **Amendment No. 1 to the M&I Contract to expand Contractor's service area and** establish certain terms and conditions under which Zone 7 agreed to furnish and provide water to Contractor for delivery to the Dougherty Valley Service Area; and

WHEREAS, on September 13, 1994, Contractor and the Berrenda Mesa Water District ("**BMWD**") **entered into an agreement for Contractor to purchase BMWD rights** for 7,000 acre-feet of firm water entitlement from the State Water Project for use in the Dougherty Valley Service Area with an option to purchase an additional 5,000 acre-feet; and

WHEREAS, instead of using the aforementioned agreement between Contractor and BMWD for the water supply for the Dougherty Valley, Zone 7 entered into an agreement directly with BMWD to purchase 7,000 acre-feet annually of firm water entitlement from the **State Water Project ("Water Entitlement") to provide water for the**

Dougherty Valley Service Area, and Contractor and BMWD terminated their September 1994 water purchase agreement, retaining the option for Contractor to purchase an additional 5,000 acre-feet of water from BMWD; and

WHEREAS, the Water Entitlement is also known as a Permanent Table A Transfer or Permanent Aqueduct Capacity Transfer from Kern County Water Agency to Zone 7 in effective year 2000 for 7,000 acre-feet of water under its contract with the California Department of Water Resources, which was intended to provide supplemental supply for the Dougherty Valley Service Area; and

WHEREAS, the amount of 7,000 acre-feet of water was purchased to meet Dougherty Valley Service Area water supply needs estimated at 4,560 acre-feet per year; and WHEREAS, on September 13, 2012 Zone 7 and Contractor entered into an **easement agreement providing for Zone 7's use of certain Contractor properties** and in exchange for a groundwater pumping quota; and

WHEREAS, the M&I Contract as amended between Zone 7 and Contractor expires August 22, 2026; and

WHEREAS, Zone 7 and Contractor wish to renew the terms of the prior M&I Contract, including Amendment No. 1, and to provide for future water supply to **Contractor's** Service Area.

A. INTRODUCTORY PROVISIONS

NOW, THEREFORE the Parties agree as follows:

1. Definitions

When used in this Contract (also referenced herein as the "**Agreement**"), the following terms shall have the meanings hereinafter set forth:

- a. "**Alternate Supply**" shall mean water supply to Contractor from a source other than Zone 7 or through the exercise of Contractor's Groundwater Pumping Quota.
- b. "**Alternative GSP**" shall mean the **Alternative Groundwater Sustainability Plan** for the Livermore Valley Groundwater Basin, as that document may be updated or amended from time to time by the Board, or any subsequent Groundwater Sustainability Plan adopted under the SGMA for the management of the Livermore Valley Groundwater Basin.
- c. "**Board**" shall mean the **Board of Directors of Zone 7 of Alameda County Flood Control and Water Conservation District**.
- d. "**Extract**" or "**Extraction**" shall mean obtaining groundwater from the Main Basin by pumping or any other means, from wells, shafts, tunnels,

- excavations or other sources of such groundwater, for domestic, municipal, irrigation, industrial or other use.
- e. "Groundwater Pumping Quota" or **"GPQ"** shall mean that quantity of water that the Contractor is entitled to extract from the Main Basin without paying a recharge fee to Zone 7. GPQ is calculated based on the historic Safe Yield of the Main Basin.
 - f. "In-Lieu Treated Water" shall mean that quantity of treated water delivered from Zone 7 in exchange for an equal reduction in Contractor's extraction of its Groundwater Pumping Quota.
 - g. "Main Basin" shall have the same meaning as that term is defined in the Alternative GSP, and shall include both upper and lower aquifers of the Main Basin. The Main Basin is depicted in greater detail in Exhibit A.
 - h. **"Max Day Treated Water Demand"** shall mean the highest daily (midnight to midnight) water volume a Contractor has demand for over a given interval (i.e. weekly, monthly, yearly).
 - i. **"Municipal & Industrial Contractor" or "M & I Contractor"** shall include Contractor or any other party to a similar wholesale M&I Contract with Zone 7.
 - j. "Municipal & Industrial Water Supply" shall mean a supply of water from Zone 7 to each M&I Contractor regardless of the source of said water or Contractor's end use of that supply.
 - k. **"Safe Yield"** shall mean the quantity of water that can be successfully extracted from the Main Basin on an annual basis over an extended number of years without reducing groundwater storage. Such safe yield is the net quantity of groundwater added to the Main Basin by stream percolation (including percolation from stream releases required for prior water rights), rainfall percolation, applied irrigation water percolation, and net subsurface inflow. Safe Yield does not include imported water. The Safe Yield for the Main Basin was estimated at approximately 13,400 acre-feet per year in 2021.
 - l. **"Sustainable Yield"** shall have the same meaning as that term is defined by Water Code § 10721(w), and calculated as set forth in the Alternative GSP.
 - m. "Treated Water" shall mean water that is processed as necessary to comply with drinking water requirements of the California State Water Resources Control Board Division of Drinking Water, the United States Environmental Protection Agency and other agencies with pertinent regulatory authority.
 - n. "Turnout Facilities" shall mean Zone 7 facilities required to provide treated water deliveries from Zone 7's water system to the Contractor's water system. See Exhibit B for a schematic of a typical turnout facility.

2. Term of Contract

This contract shall become fully effective as of the date indicated above, and shall continue until December 31, 2055 unless earlier terminated or extended by written agreement of the Parties.

3. Communication

Zone 7 shall endeavor to communicate with its M&I Contractors on an ongoing basis to inform M&I Contractors of updates to policies and procedures which may be of interest to M&I Contractors and solicit input as appropriate.

B. WATER SERVICE

4. Contractor's Service Area

For purposes of water supplied under this Agreement, Contractor's Service Area is defined in Exhibit C, attached hereto and incorporated. Exhibit C may be amended by the written agreement of the Parties which agreement shall not be unreasonably withheld, conditioned, or delayed. Provided that any change in Contractor Service Area may separately be subject to the requirements of the Local Agency Formation Commission, Public Utility Commission or other agency having authority to set service areas. Any future areas outside Zone 7 boundaries to be served by Contractor which receive water from sources other than Zone 7 or the Main Basin shall not be considered part of the Contractor's Service Area under the terms of this contract. Contractor may not add additional areas to its Service Area that are **outside of Zone 7's jurisdictional** boundaries except upon a finding of the Board that providing water to that area is in the best interests of Zone 7.

Notwithstanding the foregoing, Contractor may request Zone 7's written permission to provide temporary/construction water service to users outside of its Service Area, or **who may transport water outside Contractor's** Service Area, so long as the end use of the water remains within the Zone 7 jurisdictional boundary.

5. Exclusive Supplier

Contractor shall procure all water for use within its Service Area by purchase from Zone 7 pursuant to this Agreement and through exercise of its Groundwater Pumping Quota. Contractor shall not contract for, purchase or receive, with or without compensation, either directly or indirectly, water for use in its Service Area from any other source except pursuant to the exceptions identified in Section 9 below.

Water purchased by Contractor under this Agreement or extracted as part of Contractor's Groundwater Pumping Quota may not be delivered by Contractor to any area other than Contractor's Service Area, except as required for responding to short-term state or federally declared emergencies; or for protection of public health and safety.

6. Quality of Water

Treated water to be delivered under this Agreement shall be of a quality that complies with the Requirements for Drinking Water of the California State Water Resources **Control Board's Division of Drinking Water and the United States Environmental Protection Agency** or their successor regulatory agencies. Zone 7 will endeavor to blend and treat its different sources of water within its operational capabilities to provide water of approximately equal quality to each Zone 7 M&I Contractor and aesthetically acceptable to the **Contractor's** customers. Zone 7 will endeavor to provide treated water and communicate in accordance with its Water Quality Policy.

7. Availability of Water

All deliveries under this Agreement are subject to the availability of water. The availability of water may be limited by outside factors including, but not limited to: drought; facilities outages; or limits on groundwater extraction capacities. In **accordance with Zone 7's Water Supply Reliability Policy**, Zone 7 will use best efforts to procure water for deliveries, whether under existing contracts, transfers, groundwater bank extractions, or other sources, based on the volumes and timing identified in the approved annual delivery schedules for each M&I Contractor.

In the event that the supply of water projected by Zone 7 to be available for delivery to each M&I Contractor is less than the total amount included in the approved delivery schedule of each M&I Contractor for that year, Zone 7 shall notify all M&I Contractors of a water shortage.

As necessary to respond to the water shortage, Zone 7 shall reduce scheduled deliveries under this Agreement **proportionately across each M&I Contractor's** Service Area, provided that Zone 7 may apportion on another basis if such is required to meet minimum demands for domestic supply, fire protection, public health, and/or state and federal regulatory requirements during the year, including but not limited to emergency regulations. Zone 7 shall give Contractor written notice as far in advance as possible of any reduction in deliveries that would be necessary because of a shortage in water supply.

8. Water Conservation

In order to increase water supply by demand reduction or to comply with applicable state or federal regulatory requirements, Zone 7 will undertake and support water conservation programs for **water uses within the Zone 7's service area, including Dougherty Valley**. To that end, Zone 7 will develop, implement or participate in such programs and enter into

agreements with other M&I Contractors, and other entities to make more efficient use of water supplies through water conservation programs implemented in accordance with the policy direction of the Board and in coordination with other regional planning efforts.

9. Alternate Supply

Notwithstanding the provisions of Section 5, Contractor shall be excused from its obligation to source water solely through Zone 7 or pursuant to its Groundwater Pumping Quota under the following circumstances:

- a) Where water received is necessary for fire flow or fire storage requirements, protection of public health and safety or other emergency purposes, provided that only those quantities necessary for such extraordinary purposes shall be considered Alternate Supply;
- b) In the event that water delivered to a Turnout Facility does not comply with state or federal regulatory requirements for drinking water, in which case the Alternate Supply obtained shall be limited to the amount necessary to meet Contractor's treated water needs as a result of Zone 7's non-compliance with those regulatory requirements; or
- c) In the event that Zone 7 is unable to deliver the quantity of treated water **necessary to satisfy Contractor's delivery request**. Under those circumstances, Zone 7 shall specify the quantity of treated water that it cannot deliver and the time period for which it cannot satisfy the **Contractor's requirements**. The Alternate Supply obtained shall be limited to the period of time and quantity during which Zone 7 cannot satisfy the Contractor's delivery request; or
- d) Where the Alternate Supply is groundwater extracted by Contractor from aquifers outside the Main Basin, provided that the extraction is consistent with SGMA, insofar as it does not result in exceedances or violations of the Alternative GSP and does not impair the sustainable management of the Livermore Valley Groundwater Basin. Zone 7, acting in its capacity as the exclusive Groundwater Sustainability Agency for its boundaries, will provide prompt notice to Contractor where it has reason to believe that any such extraction does not meet this bar.
- e) Where the Alternate Supply is recycled wastewater treated by a Zone 7 M&I Contractor for reuse as permitted by the State Water Resources **Control Board's Division of Drinking Water, the Regional Water Quality Control Board** and other agencies with jurisdiction.

In addition to the foregoing, Contractor may be excused from its obligation to purchase water solely from Zone 7 or through exercise of its Groundwater Pumping Quota where (1) the Board provides prior written approval for the Contractor to receive Alternate Supply in lieu of Zone 7 deliveries; and (2) the Contractor has compensated Zone 7 for its obligated fixed costs associated with the quantity of Zone 7-delivered water that the

Contractor intends to forgo. These fixed costs shall include but are not limited to water facility improvements, water contract obligations, debt service, and other costs ordinarily recovered through the sale of water to Contractor. Contractor written requests to receive an Alternate Supply pursuant to this paragraph shall be promptly considered by Zone 7 and approval shall not be unreasonably withheld.

Zone 7 needs to be protected from any obligation to supply water to projects or customers which the Contractor has supplied from sources other than what has been directly purchased from Zone 7. In addition to the protections provided in Section 43, Contractor shall indemnify, save and hold harmless Zone 7 from any and all obligations, liability, responsibility, costs, expenses, or fees associated in any way with any **Contractor's acquisition and delivery of Alternate Supply pursuant to this Section.** Provided, however, that if Contractor is instructed by Zone 7 to acquire water from **Zone 7 pursuant to Zone 7's rights as exclusive provider under Section 5,** and which has been previously acquired from third parties as an Alternate Supply pursuant to this Section 9, Zone 7 shall save and hold harmless Contractor from any and all obligations, liability, responsibility, costs, expenses, or fees that may arise from such third parties as a result of that change.

10. Measurement of Treated Water Deliveries

- a) Zone 7 shall measure and record the volumes of water that Zone 7 delivers to Contractor. In the event that a flow meter is inoperable, malfunctioning, or in error (including any testing done under Sections 10(b) or 10(c)), such that water delivery volumes are not accurately recorded or measured within 2%, Zone 7 shall confer with the Contractor prior to making a reasonable estimation of water deliveries to the Contractor during that period of inoperability, malfunction or error, up to a maximum adjustment period of 6 months.
- b) Zone 7 shall test turnout meters at least annually, consisting of verifying and adjusting meters and associated instrumentation, using a method approved by Zone 7 consistent with meter manufacturer instructions or with industry practices. Results of this testing and adjustments (if any) made to the meter and associated instrumentation shall be provided promptly to Contractor. The Contractor shall have the right to be represented by a qualified observer during any instrumentation and/or meter tests and/or verification.
- c) **Contractor may request additional testing of its turnout meters between Zone 7's regularly scheduled annual testing intervals at Contractor's expense.** The testing shall be consistent with standard methods recommended by the meter manufacturer, or other methods consistent with industry practices, as agreed upon by the Contractor and Zone 7. In the event testing demonstrates an error exceeding 2%, the expenses of the test will be assumed by Zone 7.

11. Delivery Schedule of Municipal & Industrial Water

Contractor shall submit a preliminary water delivery schedule annually on a form provided by Zone 7. This preliminary water delivery schedule will include: (1) an **estimate of the Contractor's demand for treated water and groundwater in excess of its Groundwater Pumping Quota** required by Contractor for the succeeding 5 calendar years, set out on a monthly basis; and (2) the anticipated Maximum Day Treated Water Demand from Zone 7 for each such year.

Zone 7 shall review Contractor's preliminary water delivery schedule, and shall either approve the schedule or make such revisions as may, in the judgment of Zone 7, be necessary to make deliveries to Contractor.

Zone 7 will use its best **efforts to meet Contractor's water delivery requests**. To the **extent water is available to Zone 7, Zone 7 will approve each M&I Contractor's annual delivery schedule** for an amount not less than the amount of water set forth in that **Contractor's delivery schedule for the prior calendar year**. Zone 7 shall identify the reason for any revisions or disapproval of Contractor's delivery request. Zone 7 shall **only revise or disapprove Contractor's delivery request for the reasons set forth in Sections 7, 12, 13, and 14.**

12. Operational Requirements

The Zone 7 system is not designed to serve all M&I Contractors' peak demands simultaneously, and peak deliveries may be curtailed or unintentionally reduced from time to time in response to limitations in system capacity. Zone 7 may at its sole discretion elect to regulate flows, provided, however, that so long as water and Zone 7 system capacity are available, Zone 7 will endeavor to meet all reasonable demands for peak deliveries and will use reasonable diligence to provide a regular and uninterrupted supply of water from its turnout facilities. Zone 7 shall communicate its actions to regulate or reduce flows to the Contractors as soon as reasonably practicable.

13. Temporary Curtailment of Delivery

Zone 7 will make all reasonable efforts to provide continuous service to Contractor but may schedule to temporarily discontinue or reduce the delivery of water to Contractor for the purpose of necessary investigation, inspection, maintenance, repair or replacement of any of the facilities necessary for the delivery of treated water to Contractor.

Zone 7 shall notify Contractor as far in advance as possible of any scheduled discontinuance or reduction and the estimated duration of such discontinuance or reduction, and shall use its best efforts to avoid disruptions in service to Contractor.

In the event of any discontinuance or reduction in delivery of water, Contractor may elect to reschedule the water otherwise identified for delivery in the approved water

delivery schedule, subject to the availability of system capacity and considering the approved delivery schedules of all other M&I Contractors.

14. Suspension of Service

In the event that Contractor shall be delinquent in the payment for water for more than 90 days after the due date (as said due date is defined in Section 32), such delinquency shall be called to the attention of the Board for resolution. The Board may, in its discretion and after giving Contractor an opportunity to be heard, order the suspension or reduction of service to Contractor.

C. TURNOUT DESIGN & CONSTRUCTION

15. Requests for Turnout Facilities

Requests for additional turnout facilities are subject to review and approval by Zone 7.

Prior to the design or construction of a turnout facility, Contractor shall deposit with Zone 7 an amount of money estimated by Zone 7 to cover all costs to be incurred by Zone 7 for that design or construction. Such costs include but are not limited to design, engineering, design review, construction, right-of-way acquisition, inspection, **landscaping, installation, and contract administration. At Zone 7's sole discretion, such costs may be included in the monthly invoices provided to Contractor pursuant to Section 32.**

Following the completion of the design or construction of the turnout facility, Zone 7 will provide Contractor with an accounting of the actual costs incurred by Zone 7 in the completion of that design or construction. The deposit shall be applied to the actual costs incurred by Zone 7, and the appropriate refund or invoicing to Contractor will be made. Contractor shall make payment; or Zone 7 shall issue a refund on any excess **remaining deposit, within 30 days of Zone 7's** submission of said statement. Contractor shall have the right to audit the records of Zone 7 for the purpose of verifying actual costs.

16. Design of Turnout Facilities

Zone 7 shall design the turnout facilities for the present design flow range set forth in Section 20 with provisions for future modifications in accordance with the anticipated future maximum flow rate.

Turnout facilities shall include the necessary valves, piping, meter and recording equipment, vaults, power supply, buildings, telemetry equipment and any other appurtenances necessary to meet the standards and operational needs of Zone 7, and shall be designed and constructed based on the ranges of flows set forth in Section 20.

If turnout facilities are designed by Zone 7, Zone 7 shall submit its design of new turnout facilities to Contractor for review and comment. Zone 7 will consider the comments before finalizing the design.

Alternatively, if the Contractor or its consultant choose to design turnout facilities, Contractor shall submit the design to Zone 7 for review and written approval prior to construction. Said design shall incorporate the standards and requirements of Zone 7.

17. Turnout Construction & Maintenance

Unless otherwise specified in writing, the following provisions apply to the design, construction, maintenance, and operation of turnout facilities installed under this Agreement:

- a) Turnout locations will be determined by Zone 7 after consultation with Contractor. Zone 7 will make reasonable efforts to locate turnouts at the general location requested by Contractor. Contractor will provide Zone 7 with the necessary rights-of-way and/or rights of access, as determined by Zone 7, for the purposes of constructing, operating and maintaining said turnout facilities.
- b) Ownership of turnout facility, including the shut off valve downstream of the turnout facility, shall be with Zone 7. Zone 7 may determine, after meeting and conferring with the Contractor, that the turnout facility has been abandoned after 3 consecutive years of non-use by Contractor.
- c) Contractor shall have no obligation to operate, maintain, repair, replace or relocate the turnout facility. Provided, however, that Contractor or **Contractor's designee shall be responsible for the maintenance of any** landscaping in and around the turnout unless, and for only as long as, Zone 7 specifically waives that obligation.
- d) As part of construction of new transmission pipelines, Zone 7 shall install the tee segment of the transmission pipeline that will serve the **Contractor's requested or existing turnout, including in-line valves** and the isolation valve on the tee. For turnout facilities requested by Contractor subsequent to the construction of any new Zone 7 transmission pipeline, Contractor shall pay for construction of modifications to the transmission pipeline, including insertion of a new tee or other connection and associated in-line valves and the isolation valve on the tee, serving the turnout facility, in addition to any other costs described in Section 15.

18. Operations and Damage to Facilities

Each Party shall exercise reasonable care in the performance of its obligations and rights **under this Agreement to ensure that each Party's facilities and operations are not**

impaired or damaged. In the event that Contractor, by carrying out its obligations under this Agreement or in any other course of its operations damages Zone 7 facilities or structures, including but not limited to turnouts installed under this Agreement, the Contractor shall reimburse Zone 7 for costs of repairing those facilities.

19. Inspection of Facilities

Contractor may, upon request, and in the presence of a Zone 7 representative, inspect its associated turnout facilities. **Upon Contractor's request, Zone 7 shall provide Zone 7's** monthly flow measurements and records taken from that Contractor's turnout facilities.

20. Ranges of Flow

The range of flow rates of water through a turnout facility may vary considerably over the contract term. A normal range of flow rates for a turnout facility is hereby established as from 10% to 100% of the maximum approved design flow rate.

Prior to the turnout design, Contractor shall provide Zone 7 with the anticipated ultimate (future) maximum flow rate and anticipated present design range of flow rates, **as well as anticipated pressure ranges for each on Contractor's side of the turnout** facility. The maximum design flow rate shall not exceed 10 times the minimum design flow rate for this range in normal installations as approved by Zone 7.

Contractor is responsible for regulating flow demands through the turnout facility such that the range of flow rates set forth in the turnout design criteria will be maintained. Zone 7 may at its sole discretion elect to regulate flows.

Zone 7 may modify turnout facilities upon request of Contractor or at such time that the actual flow rate exceeds the maximum design flow rate or is less than the minimum design flow rate; provided, however, that flow rates resulting from emergencies shall not apply to such requirement for modification. Said modification will be at the expense of the Contractor and payment thereof shall be invoiced to Contractor in accordance with Section 32.

D. GROUNDWATER EXTRACTION

21. Rights to and Management Of Groundwater in the Main Basin

Without limiting or modifying either Party's claim to water rights, Zone 7 acknowledges Contractor's right to extract groundwater based on Contractor's historical groundwater extractions, **and upon the contractual arrangement setting Contractor's Groundwater Pumping Quota** in Contractor's original M&I Contract with Zone 7. Contractor acknowledges that Zone 7 manages the Main Basin and that Zone 7 recharges, stores, and extracts from the Main Basin as necessary to supply water to each Contractor. Accordingly, Contractor shall not extract more than its Groundwater Pumping Quota

from the Main Basin in any calendar year except as specifically authorized by this Agreement.

The Groundwater Pumping Quota set forth in this Agreement is not a formal confirmation or quantification of any underlying right held by Contractor. Each Party reserves all rights to pursue an adjudication of the Main Basin, or any other legal action on extraction of groundwater that may **impact Contractor's authority to extract** groundwater from the Main Basin. Furthermore, Zone 7 reserves its authority to levy a replenishment assessment on the extraction of any groundwater, including Contractor's Groundwater Pumping Quota (excluding any adjudication of the Safe Yield), as necessary to protect the water supplies for users within Zone 7.

Contractor acknowledges Zone 7's authority pursuant to SGMA as the exclusive Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin. **Nothing in this agreement is intended to modify the Parties' authorities or responsibilities pursuant to that statutory scheme, including Zone 7's authority as GSA to take** necessary actions to secure the sustainability of the groundwater basin under Water Code section 10725 and following. These statutorily authorized actions may include, but are not limited to, restrictions on pumping, metering requirements, and the imposition of fees.

22. Contractor's Groundwater Pumping Quota

Contractor shall be entitled to a Groundwater Pumping Quota (GPQ) equal to 645 acre-feet annually of extractions from the Main Basin. Contractor may carry over portions of its GPQ from year to year, as described in Section 23, below. Water extracted under Contractor's Groundwater Pumping Quota may not be transferred or used outside of the **Contractor's Service Area**.

Extractions in excess of Contractor's GPQ and accumulated carryover will be subject to a recharge fee, as set forth in Section 30, below. Water from other sources that has been recharged and banked within the Main Basin by Contractor with the consent of **Zone 7 and extracted for Contractor's later use will not be counted toward Contractor's** GPQ or assessed a recharge fee.

23. Carry-over of Groundwater Pumping Quota

In any calendar year, Contractor may carry-over the unextracted portion of its Groundwater Pumping Quota for extraction from the Main Basin during subsequent **calendar years. Contractor's carry-over** or accumulated carry-over shall not exceed 20 percent of the Contractor's Groundwater Pumping Quota, and shall not include any Groundwater Pumping Quota waived under the In-Lieu Treated Water provision of Section 27.

24. Transfers of Groundwater Pumping Quota

Temporary or permanent transfers of a Contractor's Groundwater Pumping Quota are permitted only (1) between Zone 7 Contractors, and (2) for use within the Zone 7 boundaries. Such transfers are subject to the written approval of Zone 7, which approval shall not be unreasonably withheld, provided that the proposed transfer does not impede the sustainability goals outlined in the Alternative GSP.

25. Changes in Contractor's Groundwater Pumping Quota

Contractor's Groundwater Pumping Quota shall not be increased without the consent of the other remaining M&I Contractors with a Groundwater Pumping Quota.

Contractor's Groundwater Pumping Quota shall not be decreased except upon a finding by the Zone 7 Board of Directors, sitting as the Board of Directors for the Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin, that such a reduction is necessary to maintain the Safe Yield of the Livermore Valley Groundwater Basin. Before enacting such a reduction, Zone 7 shall meet and confer with Contractor regarding the need for the reduction. Contractor will be provided notice and an opportunity to comment on any proposed reduction prior to enactment.

26. Reporting Groundwater Extraction

To the extent applicable to each Contractor, each Contractor shall report the amount of groundwater extracted from the Main Basin and any water obtained from other sources (including any water recharged to the Main Basin) in a given month on or before the fifteenth day of the following month. This report shall be made on a form or forms provided by or acceptable to Zone 7, and shall include total volume used or extracted, flow rate, and any other data necessary to confirm total extractions. Contractor shall be responsible for verifying the data reported to Zone 7 under this Section, including calibration and testing of meters and associated instrumentation at least annually.

Contractor's measurement and recordation of groundwater extractions shall be subject to the same provisions for inspection, accuracy and testing of meters and instrumentation by Zone 7 as is provided to Contractor in Section 10.

27. In-Lieu Treated Water

During periods when sufficient water is available to Zone 7 at reasonable cost and Zone 7 desires to raise or maintain groundwater levels, Zone 7 may offer delivery of treated **water at a reduced rate for Contractor's use in lieu of groundwater extracted pursuant to its Groundwater Pumping Quota ("In-Lieu Treated Water").**

Zone 7 shall notify Contractor regarding the availability of In-Lieu Treated Water on or about May 1 of each calendar year, however, said rates may be retroactive for the

entire calendar year or other mutually agreed upon portion thereof. Credit or payment for In-Lieu Treated Water will be as provided for under Section 31.

Contractor is not required to take or purchase any In-Lieu Treated Water. The amount of In-Lieu Treated Water that Contractor may receive shall not exceed its Groundwater Pumping Quota plus any accumulated carry-over or its operational capability to extract said Groundwater Pumping Quota and accumulated carry-over.

28. Water Delivery Shortage Emergency Extractions

During a water supply emergency, as declared by the Board, in which Zone 7 is unable to deliver the quantity of treated water as approved on the delivery schedule, and subject to approval by the Board, the Contractor may extract water from the Main Basin in excess of the Contractor's Groundwater Pumping Quota at a reduced recharge rate. Said rate shall be the same as the In-Lieu Treated Water rate.

E. CHARGES AND PAYMENT

29. Rate Schedule

The Board shall adopt and publish a rate schedule for charges levied pursuant to this Agreement, including each of the following:

- (a) Treated water rates
- (b) In-Lieu Treated Water
- (c) Water Connection Fees
- (d) Recharge fees

Each charge shall be based on the cost of providing service, and shall not be unreasonable, arbitrary, or discriminatory.

The Board shall review the proposed rates at a September Board meeting, with the goal of establishing the rate schedule no later than the November regular Board meeting prior to January 1 of the calendar year for which the rate schedule is to be effective. Notwithstanding, the rate schedule shall be adopted at least 60 days prior to it becoming effective. Upon adoption the rate schedule will continue in full force and effect until modified or repealed by the Board. Such rates shall be developed with applicable laws and regulations, including the California Constitution.

30. Recharge Fee

In any calendar year, if Contractor exceeds its Groundwater Pumping Quota plus any accumulated carry-over, Contractor shall be assessed a Recharge Fee for each acre foot of water (or portion thereof) in excess of said amount. The Recharge Fee schedule shall

be calculated to reflect the cost to Zone 7 of replenishing the Main Basin in the amount of the excess extraction, including but not limited to the cost to purchase or develop the water, as well as the cost to construct, maintain, and operate the facilities needed to import, distribute, store, treat, and recharge said water into the Main Basin for the benefit of each M&I Contractor.

The recharge fee shall be charged to Contractor in accordance with the rates included in the adopted rate schedule. Notwithstanding the foregoing, the Recharge Fee may be suspended by Zone 7 in the event that Zone 7 determines that other funding mechanisms are in place that adequately address the costs of replenishing groundwater in the Main Basin.

31. In-Lieu Treated Water Credit

Zone 7 shall include an In-Lieu Treated Water Rate in the adopted rate schedule. In any calendar year in which the Contractor has participated in In-Lieu Treated Water deliveries as set forth in Section 27, Zone 7 shall determine the amount of delivered treated water that should be charged at the adopted In-Lieu Treated Water rate. Zone 7 shall reconcile deliveries and credit or make payment to the Contractor the difference between the treated water rate and the In-Lieu Treated Water rate on or before May 1 of the calendar year following such deliveries.

Contractor acknowledges that any credits or payments received under this Section are received in-lieu of the Contractor's right to extract its Groundwater Pumping Quota, and Contractor agrees that its Groundwater Pumping Quota and any accumulated carry-over shall be reduced by an amount equivalent to the amount of In-Lieu Treated Water delivered by Zone 7 to Contractor for the year in which the delivery is made.

32. Payments and Invoicing

Contractor shall be invoiced on a calendar month basis for treated water deliveries, temporary treated water service, and recharge fees based on the data obtained pursuant to Sections 10 and 26. Contractor shall pay promptly all charges invoiced by Zone 7 for charges incurred in the preceding month and to become due and payable within 30 days from date of invoice.

If the Contractor in good faith disputes the accuracy of any invoice submitted pursuant to this Section, the Contractor will submit a notice to Zone 7 identifying the disputed cost within 15 days of receipt of the invoice. If the dispute is not resolved prior to the due date for that invoice, Contractor shall submit payment of the contested amount under protest.

If the parties resolve the dispute in a manner that recognizes a payment by the Contractor that exceeds what is required under this Agreement, the amount of the

excessive payment will be reflected by Zone 7 as a credit against future payments due from the Contractor.

33. Delinquent Payments

In the event that Contractor is delinquent in the payment of invoiced charges for more than thirty (30) days after the due date, delinquent amounts shall accrue interest commencing on the due date and continuing each month thereafter until payment of both the principal amount of such charges and the interest thereon is paid in full. The annual rate of interest is equal to five percent (5%) plus the current Federal Reserve district of San Francisco Primary Rate in effect on the date the invoice becomes delinquent.

F. GENERAL PROVISIONS

34. Entire Agreement

This document constitutes the entire Agreement between the parties relative to the services specified above. The parties acknowledge and agree that there are no understandings, agreements, terms, or conditions with respect to the subject matter of this document except for those contained in this writing. Each person signing this Agreement represents and warrants that s/he has authority to enter into this Agreement on behalf of the party for whom s/he is signing.

35. Third Party Beneficiaries

No third-party beneficiaries are intended or created by this Agreement.

36. Dispute Resolution

The Parties agree to attempt in good faith to resolve all disputes informally. If agreed to by the Parties, alternate methods of dispute resolution, such as mediation, may be utilized.

37. Remedies

By reason of the specialized nature of the water service rendered, and for the further reason that the extent of any damage caused to either party by the other by reason of any breach of this contract or agreement may be extremely difficult to determine, it is agreed by the parties hereto that an action for damages is an inadequate remedy for any breach, and that specific performance, without precluding any other remedy available in equity or law, will be necessary to furnish either party hereto with an adequate remedy for the breach thereof.

38. Severance

If a court or other tribunal of competent jurisdiction holds that any provisions of this Agreement are invalid, illegal or unenforceable, those provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

39. Assignment

This contract is not for the benefit of any person, corporation or other entity, other than the parties hereto, and no person, corporation or other entity except the parties hereto, shall have any rights or interest in or under this contract unless otherwise specifically provided herein. Except as otherwise provided in this Agreement, Contractor shall not assign or transfer any rights or privileges under this contract, either in whole or in part, without the prior written consent of Zone 7, which consent shall not be unreasonably withheld, or make any transfer of all or any part of its water system, or allow the use thereof, in any manner whereby any provisions of this contract will not continue to be binding on it, its assignee or transferee, or such user of the system. This contract and the rights and responsibilities provided for herein shall be binding on the successors and assigns of the parties hereto.

40. Venue

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, and venue shall be the Alameda County Superior Court.

41. Contract Modification

This contract may be amended or modified any time only by mutual written agreement of the parties.

42. No Guarantee of Water Supply

While Zone 7 will use its best efforts to meet Contractor demand, consistent with the requirements of Sections 6 and 7 of this Agreement, neither Zone 7 nor any of its officers, agents, or employees shall be liable to Contractor for damages, breach of contract claim, or otherwise associated with the failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of or without the negligence or willful misconduct of Zone 7. Such causes may include, but are not restricted to, acts of God, acts of war, or criminal acts of others, acts of Contractor or M&I Contractors, water shortages, drought, regulatory constraints, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities including but not limited to State Water Project facilities outside the Zone 7 service area.

43. Liabilities & Indemnification

In performance of this Agreement, each Party, its agents, employees, and contractors, shall act in an independent capacity and not as officers, employees, or agents of any other Party. No Party assumes any liability for the activities of any other Party in performance of this Agreement. Each Party shall be responsible for any adverse impacts to, or complaints from, its own customers that may result from the operation or performance of this Agreement, except as arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the other Party, their associates, employees, sub-consultants, or other agents.

Contractor assumes liability for treated water delivered under this Agreement when **water is delivered to the turnout or other connection point to Contractor's water** delivery system. Accordingly:

(a) Contractor shall indemnify, save and hold harmless Zone 7 and its officers, agents, and employees (**collectively, "Zone 7"**) from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water after such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims arising from the negligence or willful misconduct of Zone 7. Contractor shall further indemnify, save and hold harmless Zone 7 from any and all obligations, liability, **responsibility, costs, expenses, or fees associated in any way with any Contractor's** acquisition, delivery, or use of Alternate Supply pursuant to this Agreement.

(b) Zone 7 shall indemnify, save and hold harmless the Contractor and its officers, agents, and employees from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water before such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims by Zone 7 for costs of repair of Zone 7's facilities or other damages resulting from the operations of Contractor, or claims arising from the negligence or willful misconduct of Contractor.

44. Renewability

This contract may be renewed upon the mutual consent of the parties hereto. If no such renewal shall take place and in the absence of any new contract, Zone 7 shall nevertheless continue delivery to Contractor in accordance with this contract, that quantity of water set forth in the approved delivery schedule for the last full calendar year before the expiration of the term of this contract. However, if a new contract is not entered into within 2 years from the date of expiration of this contract, then the Board may, at its option, set the terms and conditions for the continued provision of Municipal & Industrial water supply to Contractor.

49. Waiver

None of these terms or conditions herein contained can be waived except by mutual written consent.

50. Contracts to be Substantially Similar

Zone 7 agrees that each contract for a Municipal & Industrial Water Supply hereafter entered into by Zone 7 with any other M&I Contractor shall be substantially similar to those herein set forth and shall not contain any provisions of a material nature more favorable to the other M&I Contractors than the provisions herein. This section shall not restrict Zone 7 from considering other terms and conditions for subsequent Municipal & Industrial Water Supply contracts provided that if such other terms and conditions are not substantially similar, Zone 7 shall notify all M&I Contractors and offer such other terms and conditions to each M&I Contractor. This section shall not limit Zone 7 from entering into other contracts for services not provided for under the terms and conditions of this contract

G. CONTRACTOR-SPECIFIC PROVISIONS

51. Delivery by Zone 7 to DSRSD of Groundwater Pumping Quota & Associated Billing

During the term of this Agreement, and provided that the September 13, 2012 Easement Agreement between Zone 7 and Contractor related to use of **Contractor's property for the Mocho Wellfield and Mocho Groundwater Demineralization Plant** is still in full force and effect, Zone 7 shall deliver to **DSRSD DSRSD's Groundwater Pumping Quota** pursuant to Section 22 and following of this Agreement.

Zone 7 shall charge DSRSD, and DSRSD shall pay Zone 7 for the cost of pumping **DSRSD's GPQ at the overall unit cost of all Zone 7 municipal well electrical and chemical actual costs**. Such payment will be made by DSRSD within thirty (30) **days of Zone 7's presentation of its invoice**.

52. Special Provisions for Water Supplies to Contractor for use in the Dougherty Valley Service Areas

(a) Definitions. These definitions apply to Section G of this Agreement.

"Dougherty Valley Service Area" shall mean that geographic area of Contractor's Service Area shown on Exhibit C.

"Dougherty Valley Service Area Allotment" The Dougherty Valley Service Area Allotment is 5,250 acre-feet per year.

"Tax Override Charges" shall mean those certain State Water Project expenses that Zone 7 pays for through an ad valorem tax levied on property

owners within Zone 7 (denoted as "Flood Zone 7 State Water" on the property tax bill) as authorized under Section 36 of the California Water Code, Appendix 55 ("the District Act") and other applicable state laws. Zone 7 currently determines the Tax Override Charges based on the following State Water Project charges as invoiced by DWR: 1) Water System Revenue Bond Surcharge; 2) Capital Cost Component -- Transportation Charge; 3) Minimum Operating Maintenance, Power and Replacement Component --Transportation Charge; 4) Off-Aqueduct Power Facilities; and SBA Capital Component -- Transportation charge. Zone 7 may include other DWR charges as Tax Override Charges in accordance with applicable law, as long as such other charges are prospective in nature and charged as Tax Override Charges on property owners within Zone 7.

"Water Connection Charge Program" shall mean Zone 7's Water Connection Charge Program, as updated from time to time.

(b) Delivery.

- (1) Water Supply. Subject to, and as set forth in, the terms and conditions of this Agreement, Zone 7 shall provide Contractor with a supply of treated water for the Dougherty Valley Service Area.
- (2) Preliminary Water Delivery Schedule. **Contractor's water delivery schedule** submitted pursuant to Section 11 of this Agreement shall include a separate itemization of water anticipated by Contractor to be required for the Dougherty Valley Service Area during such five-year period. Zone 7 may only revise or disapprove contractor's delivery request for the Dougherty Valley Service Area for the reasons set forth in Sections 7, 12, 13, and 14. or as described in subsection (b)(3) below
- (3) Limitations on Deliveries. Notwithstanding any other provision of this Agreement, Zone 7 shall have no obligation, in any year, to deliver water to the Dougherty Valley Service Area in excess of the Dougherty Valley Service Area Allotment of 5,250 acre-feet per year.

If a delivery schedule submitted to Zone 7 for the Dougherty Valley Service Area pursuant to Section 11 exceeds the Dougherty Valley Service Area Allotment for any year, Zone 7 shall immediately deliver notice to Contractor of the shortfall, and Contractor shall either (i) use its best efforts to secure additional water supplies adequate to eliminate such projected shortfall prior to its occurrence, or (ii) submit a revised delivery schedule that does not result in a shortfall. Zone 7 is under no obligation to seek additional water supplies for the Dougherty Valley Service Area if Contractor's request exceeds the Dougherty Valley Service Area Allotment in any year. Zone 7 shall use its best efforts to facilitate the transfer and use of any additional water supplies obtained through the efforts of the Contractor.

(c) Payments.

- (1) Treated Water Rate. Contractor shall pay Zone 7 for water delivered by Zone 7 to Contractor for the Dougherty Valley Service Area in accordance with the provisions of Section E of this Agreement.
- (2) Water Connection Payments. For each New Connection in the Dougherty Valley Service Area, Contractor shall pay Zone 7 an amount, established by the Zone 7 Board by resolution, to Zone 7's Capital Expansion Program.
- (3) Facility Use Payments. Contractor agrees to compensate Zone 7 for use of Zone 7's existing facilities in providing water to the Dougherty Valley Service Area. Contractor shall make payments to Zone 7, hereinafter referred to as Facility Use Payments, as Contractor permits new connections in the Dougherty Valley Service Area, with amounts per new connection calculated pursuant to the ordinary Zone 7 Connection Fee Program.
- (4) Surcharge for Water Service for Dougherty Valley Service Area. Contractor shall pay Zone 7 a surcharge for water service for the Dougherty Valley Service Area to compensate Zone 7 for additional State Water Project charges incurred by Zone 7 as a result of providing water to the Dougherty Valley Service Area. The surcharge shall equal the Dougherty Valley Service Area's proportionate share of the total Tax Override Charges, calculated as follows:

$$\frac{\left(4,560 \right) \times \left(\frac{1}{\text{factor used to determine SWP long-term yield}} \right)}{\text{Zone 7's Total State Water Project entitlement (in acre-feet)}} \times \left(\text{Total Tax Override Charges} \right) = \text{Annual surcharge per this paragraph}$$

Zone 7 receives a statement of charges from DWR on or about July 1st of the preceding calendar year for which the charges are payable. Zone 7 shall invoice the Contractor on or about September 1st preceding the November 1st for which the surcharge shall be due. DWR may make subsequent adjustments to its statement of charges. Accordingly, Zone 7 will make revisions to said invoice by issuing an additional invoice or refund as appropriate.

If, at some future date, the Dougherty Valley Service Area is annexed to Zone 7 and Zone 7 levies the Tax Override Charges directly on Contractor's customers in the Dougherty Valley Service Area, the aforementioned surcharge shall automatically terminate and be of no further force and effect.

- (5) Other Charges. Zone 7 and Contractor acknowledge and agree that from time to time there may arise a need for the imposition of additional payments to ensure that the Dougherty Valley Service Area bears all costs associated with the provision of treated water thereto under this

Amendment. However, Zone 7 shall not impose upon Contractor any payments or charges not imposed upon Zone 7's other Contractors for any purposes other than to recover costs associated with delivering water to the Dougherty Valley Service Area pursuant to this Section G.

IN WITNESS WHEREOF, the parties hereto and have executed this contract on the date and year first above written.

DUBLIN SAN RAMON SERVICES DISTRICT

ZONE 7 WATER AGENCY

BY _____
President, Board of Directors

BY _____
President, Board of Directors

ATTEST:

ATTEST:

BY _____
Secretary

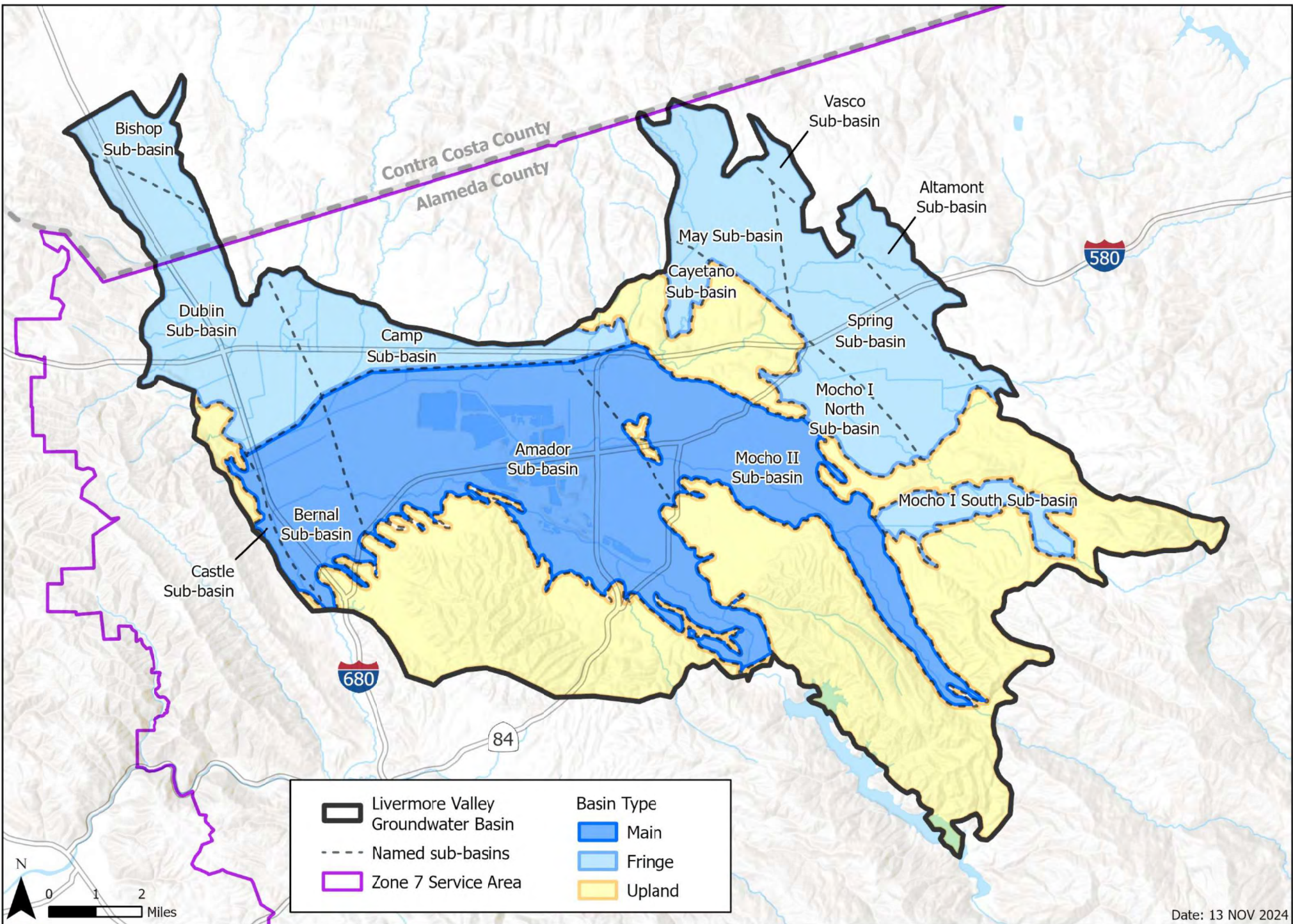
BY _____
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY _____
General Counsel

BY _____
General Counsel

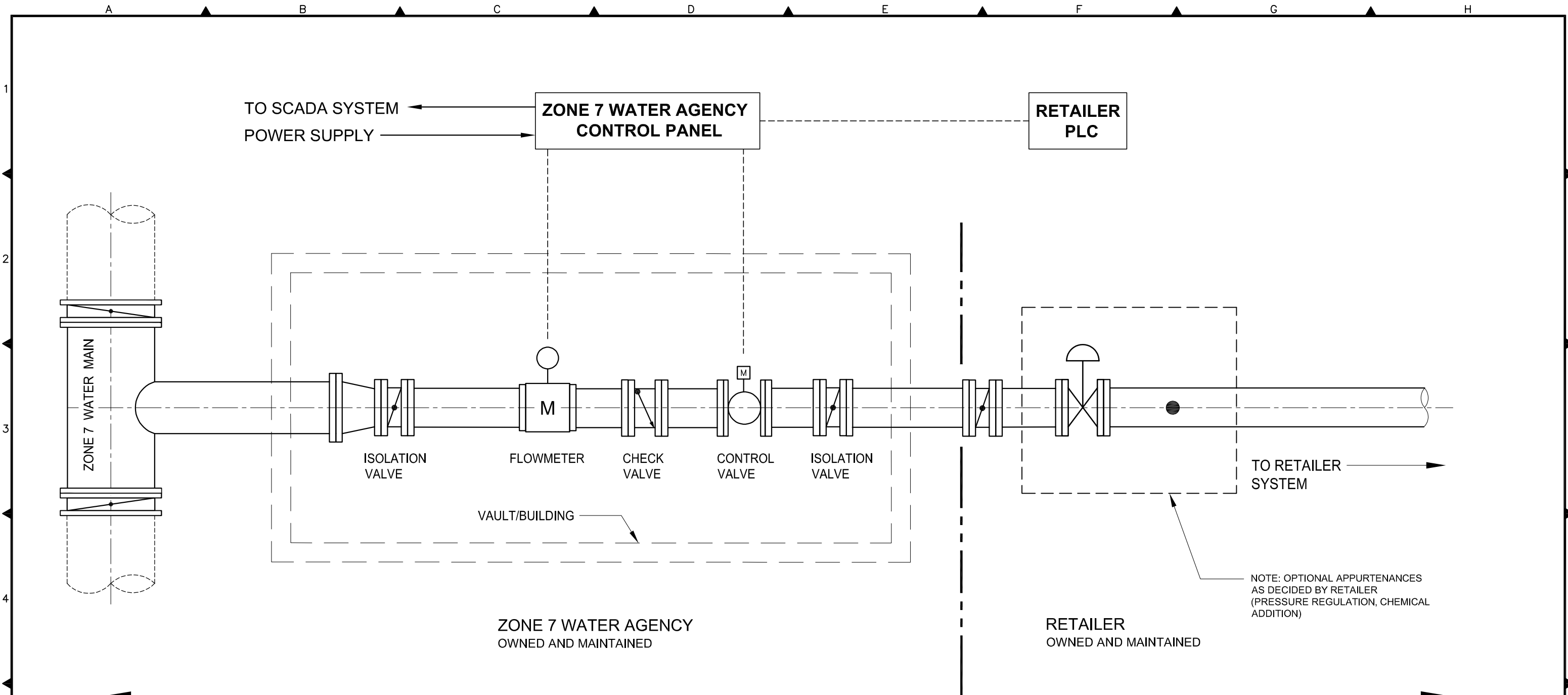


Date: 13 NOV 2024



Sources: Zone 7 Water Agency; ESRI; California Department of Water Resources, 2021 (California's Groundwater – Update 2020 (Bulletin 118))

Exhibit A - Livermore Valley Groundwater Basin



- GENERAL NOTES:**
1. THIS PLAN DIAGRAM DOES NOT INCLUDE OTHER APPURTENANCES THAT ARE CRITICAL FOR THE FULL OPERATION OF A TYPICAL ZONE 7 TURNOUT. RETAILER SHALL WORK WITH ZONE 7 STAFF TO DEVELOP A COMPLETE SET OF CONSTRUCTION PLANS AND SPECIFICATIONS TO BE REVIEWED AND APPROVED BY ZONE 7 ENGINEERING.
 2. THE FLOW ELEMENT IS IN THE VAULT, AND THE TRANSMITTER SHOULD BE INSTALLED IN THE ZONE 7 PANEL.

REV	DATE	BY	Description

Designed
 BW
 Drawn
 ESB
 Checked
 SS
 Date
 FEB 2026





ZONE 7 WATER AGENCY
 100 NORTH CANYONS PARKWAY
 LIVERMORE CALIFORNIA, 94551

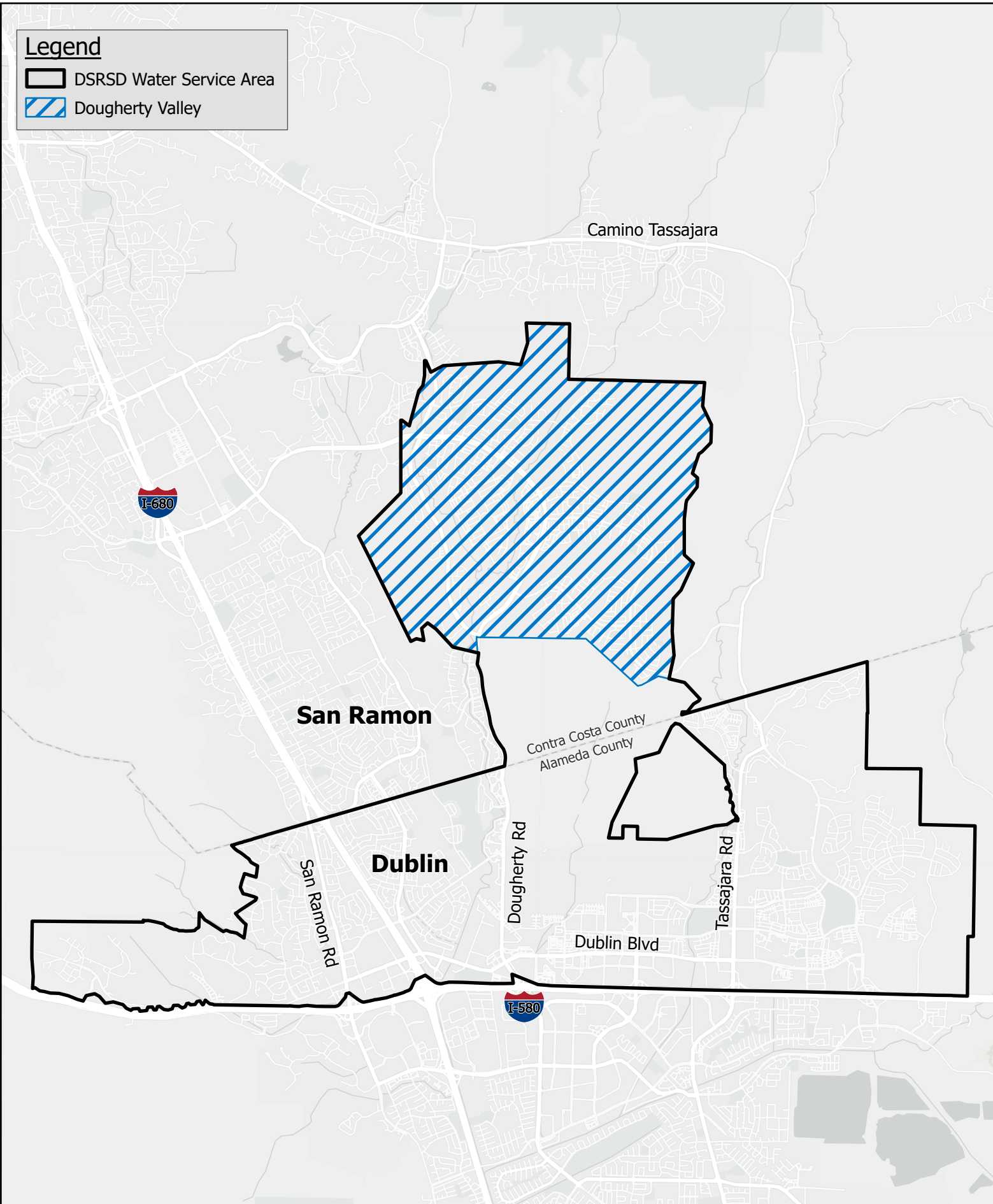
BAR IS ONE INCH
 AT FULL SCALE
 0 1"
 IF NOT ONE INCH
 SCALE ACCORDINGLY

ZONE 7 WATER AGENCY
Exhibit B
TYPICAL LAYOUT FOR ZONE 7 TURNOUT

SHEET NO.
 1 OF 1
 DRAWING NO.
 FILE NO.
 WC-306

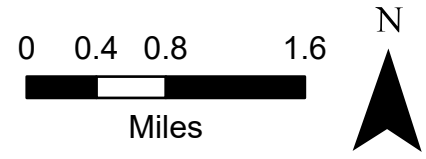
Legend

-  DSRSD Water Service Area
-  Dougherty Valley



2/25/2026

Exhibit C
DSRSD Water Service Area



A26-74-PLE

CONTRACT BETWEEN
ZONE 7 WATER AGENCY
AND
CITY OF LIVERMORE

FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

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CONTRACT BETWEEN
ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AND CITY OF LIVERMORE FOR A
MUNICIPAL & INDUSTRIAL WATER SUPPLY

THIS CONTRACT is made and entered into this _____ day of _____, 2026, by and between ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as the Zone 7 Water Agency, hereinafter referred to as **"Zone 7"** and CITY OF LIVERMORE, hereinafter referred to as **"Contractor."**

RECITALS

WHEREAS, Zone 7 is a wholesale water supplier providing Municipal and Industrial water supply to various contractors in Alameda County and Dougherty Valley; and

WHEREAS, Zone 7 manages the Livermore Valley Groundwater Basin under the Sustainable Groundwater Management Act of 2014 (SGMA) through the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin; and

WHEREAS, Contractor and Zone 7 are parties to the 1996 *Contract Between Zone 7 of Alameda County Flood Control and Water Conservation District and City of Livermore for a Municipal and Industrial Water Supply* (M&I Contract); and

WHEREAS, that M&I Contract **provides for Zone 7's sale of treated water to Contractor and for the administration of Groundwater Pumping Quotas for Contractor's** extractions from the Main Basin of the Livermore Valley Groundwater Basin; and

WHEREAS, the M&I Contract between Zone 7 and Contractor expires December 31, 2026; and

WHEREAS, Zone 7 and Contractor wish to renew the terms of the prior M&I Contract, **and to provide for future water supply to Contractor's** Service Area.

A. INTRODUCTORY PROVISIONS

NOW, THEREFORE the Parties agree as follows:

1. Definitions

When used in this Contract (**also referenced herein as the "Agreement"**), the following terms shall have the meanings hereinafter set forth:

- a. **"Alternate Supply"** shall mean water supply to Contractor from a source other than Zone 7 or through the exercise of Contractor's Groundwater Pumping Quota.
- b. **"Alternative GSP"** shall mean the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin, as that document may be updated or amended from time to time by the Board, or any subsequent Groundwater Sustainability Plan adopted under the SGMA for the management of the Livermore Valley Groundwater Basin.
- c. **"Board"** shall mean the Board of Directors of Zone 7 of Alameda County Flood Control and Water Conservation District.
- d. **"Extract" or "Extraction"** shall mean obtaining groundwater from the Main Basin by pumping or any other means, from wells, shafts, tunnels, excavations or other sources of such groundwater, for domestic, municipal, irrigation, industrial or other use.
- e. "Groundwater Pumping Quota" or **"GPQ"** shall mean that quantity of water that the Contractor is entitled to extract from the Main Basin without paying a recharge fee to Zone 7. GPQ is calculated based on the historic Safe Yield of the Main Basin.
- f. "In-Lieu Treated Water" shall mean that quantity of treated water delivered from Zone 7 in exchange for an equal reduction in Contractor's extraction of its Groundwater Pumping Quota.
- g. "Main Basin" shall have the same meaning as that term is defined in the Alternative GSP, and shall include both upper and lower aquifers of the Main Basin. The Main Basin is depicted in greater detail in Exhibit A.
- h. **"Max Day Treated Water Demand"** shall mean the highest daily (midnight to midnight) water volume a Contractor has demand for over a given interval (i.e. weekly, monthly, yearly).
- i. **"Municipal & Industrial Contractor" or "M & I Contractor"** shall include Contractor or any other party to a similar wholesale M&I Contract with Zone 7.
- j. "Municipal & Industrial Water Supply" shall mean a supply of water from Zone 7 to each M&I Contractor regardless of the source of said water or Contractor's end use of that supply.
- k. **"Safe Yield"** shall mean the quantity of water that can be successfully extracted from the Main Basin on an annual basis over an extended number of years without reducing groundwater storage. Such safe yield is the net quantity of groundwater added to the Main Basin by stream percolation (including percolation from stream releases required for prior water rights), rainfall percolation, applied irrigation water percolation, and net subsurface inflow. Safe Yield does not include imported water. The Safe Yield for the

Main Basin was estimated at approximately 13,400 acre-feet per year in 2021.

- l. **"Sustainable Yield"** shall have the same meaning as that term is defined by Water Code § 10721(w), and calculated as set forth in the Alternative GSP.
- m. "Treated Water" shall mean water that is processed as necessary to comply with drinking water requirements of the California State Water Resources Control Board Division of Drinking Water, the United States Environmental Protection Agency and other agencies with pertinent regulatory authority.
- n. "Turnout Facilities" shall mean Zone 7 facilities required to provide treated water deliveries from Zone 7's water system to the Contractor's water system. See Exhibit B for a schematic of a typical turnout facility.

2. Term of Contract

This contract shall become fully effective as of the date indicated above, and shall continue until December 31, 2055 unless earlier terminated or extended by written agreement of the Parties.

3. Communication

Zone 7 shall endeavor to communicate with its M&I Contractors on an ongoing basis to inform M&I Contractors of updates to policies and procedures which may be of interest to M&I Contractors and solicit input as appropriate.

B. WATER SERVICE

4. Contractor's Service Area

For purposes of water supplied under this Agreement, Contractor's Service Area is defined in Exhibit C, attached hereto and incorporated. Exhibit C may be amended by the written agreement of the Parties which agreement shall not be unreasonably withheld, conditioned, or delayed. Provided that any change in Contractor Service Area may separately be subject to the requirements of the Local Agency Formation Commission, Public Utility Commission or other agency having authority to set service areas. Any future areas outside Zone 7 boundaries to be served by Contractor which receive water from sources other than Zone 7 or the Main Basin shall not be considered part of the Contractor's Service Area under the terms of this contract. Contractor may not add additional areas to its Service Area that are **outside of Zone 7's jurisdictional** boundaries except upon a finding of the Board that providing water to that area is in the best interests of Zone 7.

Notwithstanding the foregoing, Contractor may request Zone 7's written permission to provide temporary/construction water service to users outside of its Service Area, or

who may transport water outside Contractor's Service Area, so long as the end use of the water remains within the Zone 7 jurisdictional boundary.

5. Exclusive Supplier

Contractor shall procure all water for use within its Service Area by purchase from Zone 7 pursuant to this Agreement and through exercise of its Groundwater Pumping Quota. Contractor shall not contract for, purchase or receive, with or without compensation, either directly or indirectly, water for use in its Service Area from any other source except pursuant to the exceptions identified in Section 9 below.

Water purchased by Contractor under this Agreement or extracted as part of Contractor's Groundwater Pumping Quota may not be delivered by Contractor to any area other than Contractor's Service Area, except as required for responding to short-term state or federally declared emergencies; or for protection of public health and safety.

6. Quality of Water

Treated water to be delivered under this Agreement shall be of a quality that complies with the Requirements for Drinking Water of the California State Water Resources **Control Board's Division of Drinking Water and the United States Environmental** Protection Agency or their successor regulatory agencies. Zone 7 will endeavor to blend and treat its different sources of water within its operational capabilities to provide water of approximately equal quality to each Zone 7 M&I Contractor and aesthetically acceptable to the Contractor's customers. Zone 7 will endeavor to provide treated water and communicate in accordance with its Water Quality Policy.

7. Availability of Water

All deliveries under this Agreement are subject to the availability of water. The availability of water may be limited by outside factors including, but not limited to: drought; facilities outages; or limits on groundwater extraction capacities. In **accordance with Zone 7's Water Supply Reliability Policy**, Zone 7 will use best efforts to procure water for deliveries, whether under existing contracts, transfers, groundwater bank extractions, or other sources, based on the volumes and timing identified in the approved annual delivery schedules for each M&I Contractor.

In the event that the supply of water projected by Zone 7 to be available for delivery to each M&I Contractor is less than the total amount included in the approved delivery schedule of each M&I Contractor for that year, Zone 7 shall notify all M&I Contractors of a water shortage.

As necessary to respond to the water shortage, Zone 7 shall reduce scheduled deliveries under this Agreement **proportionately across each M&I Contractor's** Service Area, provided that Zone 7 may apportion on another basis if such is required to meet

minimum demands for domestic supply, fire protection, public health, and/or state and federal regulatory requirements during the year, including but not limited to emergency regulations. Zone 7 shall give Contractor written notice as far in advance as possible of any reduction in deliveries that would be necessary because of a shortage in water supply.

8. Water Conservation

In order to increase water supply by demand reduction or to comply with applicable state or federal regulatory requirements, Zone 7 will undertake and support water conservation programs for **water uses within the Zone 7's service area, including Dougherty Valley**. To that end, Zone 7 will develop, implement or participate in such programs and enter into agreements with other M&I Contractors, and other entities to make more efficient use of water supplies through water conservation programs implemented in accordance with the policy direction of the Board and in coordination with other regional planning efforts.

9. Alternate Supply

Notwithstanding the provisions of Section 5, Contractor shall be excused from its obligation to source water solely through Zone 7 or pursuant to its Groundwater Pumping Quota under the following circumstances:

- a) Where water received is necessary for fire flow or fire storage requirements, protection of public health and safety or other emergency purposes, provided that only those quantities necessary for such extraordinary purposes shall be considered Alternate Supply;
- b) In the event that water delivered to a Turnout Facility does not comply with state or federal regulatory requirements for drinking water, in which case the Alternate Supply obtained shall be limited to the amount necessary to meet Contractor's treated water needs as a result of Zone 7's non-compliance with those regulatory requirements; or
- c) In the event that Zone 7 is unable to deliver the quantity of treated water **necessary to satisfy Contractor's delivery request**. Under those circumstances, Zone 7 shall specify the quantity of treated water that it cannot deliver and the time period for which it cannot satisfy the **Contractor's requirements**. The Alternate Supply obtained shall be limited to the period of time and quantity during which Zone 7 cannot satisfy the Contractor's delivery request; or
- d) Where the Alternate Supply is groundwater extracted by Contractor from aquifers outside the Main Basin, provided that the extraction is consistent with SGMA, insofar as it does not result in exceedances or violations of the Alternative GSP and does not impair the sustainable management of the Livermore Valley Groundwater Basin. Zone 7, acting in its capacity as the

exclusive Groundwater Sustainability Agency for its boundaries, will provide prompt notice to Contractor where it has reason to believe that any such extraction does not meet this bar.

- e) Where the Alternate Supply is recycled wastewater treated by a Zone 7 M&I Contractor for reuse as permitted by the State Water Resources **Control Board's Division of Drinking Water, the Regional Water Quality Control Board** and other agencies with jurisdiction.

In addition to the foregoing, Contractor may be excused from its obligation to purchase water solely from Zone 7 or through exercise of its Groundwater Pumping Quota where (1) the Board provides prior written approval for the Contractor to receive Alternate Supply in lieu of Zone 7 deliveries; and (2) the Contractor has compensated Zone 7 for its obligated fixed costs associated with the quantity of Zone 7-delivered water that the Contractor intends to forgo. These fixed costs shall include but are not limited to water facility improvements, water contract obligations, debt service, and other costs ordinarily recovered through the sale of water to Contractor. Contractor written requests to receive an Alternate Supply pursuant to this paragraph shall be promptly considered by Zone 7 and approval shall not be unreasonably withheld.

Zone 7 needs to be protected from any obligation to supply water to projects or customers which the Contractor has supplied from sources other than what has been directly purchased from Zone 7. In addition to the protections provided in Section 43, Contractor shall indemnify, save and hold harmless Zone 7 from any and all obligations, liability, responsibility, costs, expenses, or fees associated in any way with any **Contractor's acquisition and delivery of Alternate Supply pursuant to this Section.** Provided, however, that if Contractor is instructed by Zone 7 to acquire water from **Zone 7 pursuant to Zone 7's rights as exclusive provider under Section 5**, and which has been previously acquired from third parties as an Alternate Supply pursuant to this Section 9, Zone 7 shall save and hold harmless Contractor from any and all obligations, liability, responsibility, costs, expenses, or fees that may arise from such third parties as a result of that change.

10. Measurement of Treated Water Deliveries

- a) Zone 7 shall measure and record the volumes of water that Zone 7 delivers to Contractor. In the event that a flow meter is inoperable, malfunctioning, or in error (including any testing done under Sections 10(b) or 10(c)), such that water delivery volumes are not accurately recorded or measured within 2%, Zone 7 shall confer with the Contractor prior to making a reasonable estimation of water deliveries to the Contractor during that period of inoperability, malfunction or error, up to a maximum adjustment period of 6 months.
- b) Zone 7 shall test turnout meters at least annually, consisting of verifying and adjusting meters and associated instrumentation, using a method approved by Zone 7 consistent with meter manufacturer instructions or with industry

practices. Results of this testing and adjustments (if any) made to the meter and associated instrumentation shall be provided promptly to Contractor. The Contractor shall have the right to be represented by a qualified observer during any instrumentation and/or meter tests and/or verification.

- c) **Contractor may request additional testing of its turnout meters between Zone 7's regularly scheduled annual testing intervals at Contractor's expense.** The testing shall be consistent with standard methods recommended by the meter manufacturer, or other methods consistent with industry practices, as agreed upon by the Contractor and Zone 7. In the event testing demonstrates an error exceeding 2%, the expenses of the test will be assumed by Zone 7.

11. Delivery Schedule of Municipal & Industrial Water

Contractor shall submit a preliminary water delivery schedule annually on a form provided by Zone 7. This preliminary water delivery schedule will include: (1) an **estimate of the Contractor's demand for treated water and groundwater in excess of its Groundwater Pumping Quota** required by Contractor for the succeeding 5 calendar years, set out on a monthly basis; and (2) the anticipated Maximum Day Treated Water Demand from Zone 7 for each such year.

Zone 7 shall review Contractor's preliminary water delivery schedule, and shall either approve the schedule or make such revisions as may, in the judgment of Zone 7, be necessary to make deliveries to Contractor.

Zone 7 will use its best **efforts to meet Contractor's water delivery requests.** To the **extent water is available to Zone 7, Zone 7 will approve each M&I Contractor's annual delivery schedule for an amount not less than the amount of water set forth in that Contractor's delivery schedule for the prior calendar year.** Zone 7 shall identify the reason for any revisions or disapproval of Contractor's delivery request. Zone 7 shall **only revise or disapprove Contractor's delivery request for the reasons set forth in Sections 7, 12, 13, and 14.**

12. Operational Requirements

The Zone 7 system is not designed to serve all M&I Contractors' peak demands simultaneously, and peak deliveries may be curtailed or unintentionally reduced from time to time in response to limitations in system capacity. Zone 7 may at its sole discretion elect to regulate flows, provided, however, that so long as water and Zone 7 system capacity are available, Zone 7 will endeavor to meet all reasonable demands for peak deliveries and will use reasonable diligence to provide a regular and uninterrupted supply of water from its turnout facilities. Zone 7 shall communicate its actions to regulate or reduce flows to the Contractors as soon as reasonably practicable.

13. Temporary Curtailment of Delivery

Zone 7 will make all reasonable efforts to provide continuous service to Contractor but may schedule to temporarily discontinue or reduce the delivery of water to Contractor for the purpose of necessary investigation, inspection, maintenance, repair or replacement of any of the facilities necessary for the delivery of treated water to Contractor.

Zone 7 shall notify Contractor as far in advance as possible of any scheduled discontinuance or reduction and the estimated duration of such discontinuance or reduction, and shall use its best efforts to avoid disruptions in service to Contractor.

In the event of any discontinuance or reduction in delivery of water, Contractor may elect to reschedule the water otherwise identified for delivery in the approved water delivery schedule, subject to the availability of system capacity and considering the approved delivery schedules of all other M&I Contractors.

14. Suspension of Service

In the event that Contractor shall be delinquent in the payment for water for more than 90 days after the due date (as said due date is defined in Section 32), such delinquency shall be called to the attention of the Board for resolution. The Board may, in its discretion and after giving Contractor an opportunity to be heard, order the suspension or reduction of service to Contractor.

C. TURNOUT DESIGN & CONSTRUCTION

15. Requests for Turnout Facilities

Requests for additional turnout facilities are subject to review and approval by Zone 7.

Prior to the design or construction of a turnout facility, Contractor shall deposit with Zone 7 an amount of money estimated by Zone 7 to cover all costs to be incurred by Zone 7 for that design or construction. Such costs include but are not limited to design, engineering, design review, construction, right-of-way acquisition, inspection, **landscaping, installation, and contract administration. At Zone 7's sole discretion, such costs may be included in the monthly invoices provided to Contractor pursuant to Section 32.**

Following the completion of the design or construction of the turnout facility, Zone 7 will provide Contractor with an accounting of the actual costs incurred by Zone 7 in the completion of that design or construction. The deposit shall be applied to the actual costs incurred by Zone 7, and the appropriate refund or invoicing to Contractor will be made. Contractor shall make payment; or Zone 7 shall issue a refund on any excess remaining **deposit, within 30 days of Zone 7's** submission of said statement. Contractor shall have the right to audit the records of Zone 7 for the purpose of verifying actual costs.

16. Design of Turnout Facilities

Zone 7 shall design the turnout facilities for the present design flow range set forth in Section 20 with provisions for future modifications in accordance with the anticipated future maximum flow rate.

Turnout facilities shall include the necessary valves, piping, meter and recording equipment, vaults, power supply, buildings, telemetry equipment and any other appurtenances necessary to meet the standards and operational needs of Zone 7, and shall be designed and constructed based on the ranges of flows set forth in Section 20.

If turnout facilities are designed by Zone 7, Zone 7 shall submit its design of new turnout facilities to Contractor for review and comment. Zone 7 will consider the comments before finalizing the design.

Alternatively, if the Contractor or its consultant choose to design turnout facilities, Contractor shall submit the design to Zone 7 for review and written approval prior to construction. Said design shall incorporate the standards and requirements of Zone 7.

17. Turnout Construction & Maintenance

Unless otherwise specified in writing, the following provisions apply to the design, construction, maintenance, and operation of turnout facilities installed under this Agreement:

- a) Turnout locations will be determined by Zone 7 after consultation with Contractor. Zone 7 will make reasonable efforts to locate turnouts at the general location requested by Contractor. Contractor will provide Zone 7 with the necessary rights-of-way and/or rights of access, as determined by Zone 7, for the purposes of constructing, operating and maintaining said turnout facilities.
- b) Ownership of turnout facility, including the shut off valve downstream of the turnout facility, shall be with Zone 7. Zone 7 may determine, after meeting and conferring with the Contractor, that the turnout facility has been abandoned after 3 consecutive years of non-use by Contractor.
- c) Contractor shall have no obligation to operate, maintain, repair, replace or relocate the turnout facility. Provided, however, that Contractor or **Contractor's designee shall be responsible for the maintenance of any** landscaping in and around the turnout unless, and for only as long as, Zone 7 specifically waives that obligation.
- d) As part of construction of new transmission pipelines, Zone 7 shall install the tee segment of the transmission pipeline that will serve the **Contractor's requested or existing turnout, including in-line valves and the isolation valve on the tee.** For turnout facilities requested by Contractor subsequent to the construction of any new Zone 7

transmission pipeline, Contractor shall pay for construction of modifications to the transmission pipeline, including insertion of a new tee or other connection and associated in-line valves and the isolation valve on the tee, serving the turnout facility, in addition to any other costs described in Section 15.

18. Operations and Damage to Facilities

Each Party shall exercise reasonable care in the performance of its obligations and rights **under this Agreement to ensure that each Party's facilities and operations are not** impaired or damaged. In the event that Contractor, by carrying out its obligations under this Agreement or in any other course of its operations damages Zone 7 facilities or structures, including but not limited to turnouts installed under this Agreement, the Contractor shall reimburse Zone 7 for costs of repairing those facilities.

19. Inspection of Facilities

Contractor may, upon request, and in the presence of a Zone 7 representative, inspect its associated turnout facilities. **Upon Contractor's request, Zone 7 shall provide Zone 7's** monthly flow measurements and records taken from that Contractor's turnout facilities.

20. Ranges of Flow

The range of flow rates of water through a turnout facility may vary considerably over the contract term. A normal range of flow rates for a turnout facility is hereby established as from 10% to 100% of the maximum approved design flow rate.

Prior to the turnout design, Contractor shall provide Zone 7 with the anticipated ultimate (future) maximum flow rate and anticipated present design range of flow rates, **as well as anticipated pressure ranges for each on Contractor's side of the turnout** facility. The maximum design flow rate shall not exceed 10 times the minimum design flow rate for this range in normal installations as approved by Zone 7.

Contractor is responsible for regulating flow demands through the turnout facility such that the range of flow rates set forth in the turnout design criteria will be maintained. Zone 7 may at its sole discretion elect to regulate flows.

Zone 7 may modify turnout facilities upon request of Contractor or at such time that the actual flow rate exceeds the maximum design flow rate or is less than the minimum design flow rate; provided, however, that flow rates resulting from emergencies shall not apply to such requirement for modification. Said modification will be at the expense of the Contractor and payment thereof shall be invoiced to Contractor in accordance with Section 32.

D. GROUNDWATER EXTRACTION

21. Rights to and Management Of Groundwater in the Main Basin

Without limiting or modifying either Party's claim to water rights, Zone 7 acknowledges Contractor's right to extract groundwater based on Contractor's historical groundwater extractions, **and upon the contractual arrangement setting Contractor's Groundwater Pumping Quota** in Contractor's original M&I Contract with Zone 7. Contractor acknowledges that Zone 7 manages the Main Basin and that Zone 7 recharges, stores, and extracts from the Main Basin as necessary to supply water to each Contractor. Accordingly, Contractor shall not extract more than its Groundwater Pumping Quota from the Main Basin in any calendar year except as specifically authorized by this Agreement.

The Groundwater Pumping Quota set forth in this Agreement is not a formal confirmation or quantification of any underlying right held by Contractor. Each Party reserves all rights to pursue an adjudication of the Main Basin, or any other legal action on extraction of groundwater that may **impact Contractor's authority to extract** groundwater from the Main Basin. Furthermore, Zone 7 reserves its authority to levy a replenishment assessment on the extraction of any groundwater, including Contractor's Groundwater Pumping Quota (excluding any adjudication of the Safe Yield), as necessary to protect the water supplies for users within Zone 7.

Contractor acknowledges Zone 7's authority pursuant to SGMA as the exclusive Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin. Nothing **in this agreement is intended to modify the Parties' authorities or responsibilities pursuant to that statutory scheme, including Zone 7's authority as GSA to take** necessary actions to secure the sustainability of the groundwater basin under Water Code section 10725 and following. These statutorily authorized actions may include, but are not limited to, restrictions on pumping, metering requirements, and the imposition of fees.

22. Contractor's Groundwater Pumping Quota

Contractor shall be entitled to a Groundwater Pumping Quota (GPQ) equal to 31 acre-feet annually of extractions from the Main Basin. Contractor may carry over portions of its GPQ from year to year, as described in Section 23, below. Water extracted under Contractor's Groundwater Pumping Quota may not be transferred or used outside of the **Contractor's Service Area**.

Extractions in excess of Contractor's GPQ and accumulated carryover will be subject to a recharge fee, as set forth in Section 30, below. Water from other sources that has been recharged and banked within the Main Basin by Contractor with the consent of **Zone 7 and extracted for Contractor's later use will not be counted toward Contractor's** GPQ or assessed a recharge fee.

23. Carry-over of Groundwater Pumping Quota

In any calendar year, Contractor may carry-over the unextracted portion of its Groundwater Pumping Quota for extraction from the Main Basin during subsequent **calendar years. Contractor's carry-over** or accumulated carry-over shall not exceed 20 percent of the Contractor's Groundwater Pumping Quota, and shall not include any Groundwater Pumping Quota waived under the In-Lieu Treated Water provision of Section 27.

24. Transfers of Groundwater Pumping Quota

Temporary or permanent transfers of a Contractors Groundwater Pumping Quota are permitted only (1) between Zone 7 Contractors, and (2) for use within the Zone 7 boundaries. Such transfers are subject to the written approval of Zone 7, which approval shall not be unreasonably withheld, provided that the proposed transfer does not impede the sustainability goals outlined in the Alternative GSP.

25. Changes in Contractor's Groundwater Pumping Quota

Contractor's Groundwater Pumping Quota shall not be increased without the consent of the other remaining M&I Contractors with a Groundwater Pumping Quota.

Contractor's Groundwater Pumping Quota shall not be decreased except upon a finding by the Zone 7 Board of Directors, sitting as the Board of Directors for the Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin, that such a reduction is necessary to maintain the Safe Yield of the Livermore Valley Groundwater Basin. Before enacting such a reduction, Zone 7 shall meet and confer with Contractor regarding the need for the reduction. Contractor will be provided notice and an opportunity to comment on any proposed reduction prior to enactment.

26. Reporting Groundwater Extraction

To the extent applicable to each Contractor, each Contractor shall report the amount of groundwater extracted from the Main Basin and any water obtained from other sources (including any water recharged to the Main Basin) in a given month on or before the fifteenth day of the following month. This report shall be made on a form or forms provided by or acceptable to Zone 7, and shall include total volume used or extracted, flow rate, and any other data necessary to confirm total extractions. Contractor shall be responsible for verifying the data reported to Zone 7 under this Section, including calibration and testing of meters and associated instrumentation at least annually.

Contractor's measurement and recordation of groundwater extractions shall be subject to the same provisions for inspection, accuracy and testing of meters and instrumentation by Zone 7 as is provided to Contractor in Section 10.

27. In-Lieu Treated Water

During periods when sufficient water is available to Zone 7 at reasonable cost and Zone 7 desires to raise or maintain groundwater levels, Zone 7 may offer delivery of treated **water at a reduced rate for Contractor's use in lieu of groundwater extracted pursuant to its Groundwater Pumping Quota ("In-Lieu Treated Water")**.

Zone 7 shall notify Contractor regarding the availability of In-Lieu Treated Water on or about May 1 of each calendar year, however, said rates may be retroactive for the entire calendar year or other mutually agreed upon portion thereof. Credit or payment for In-Lieu Treated Water will be as provided for under Section 31.

Contractor is not required to take or purchase any In-Lieu Treated Water. The amount of In-Lieu Treated Water that Contractor may receive shall not exceed its Groundwater Pumping Quota plus any accumulated carry-over or its operational capability to extract said Groundwater Pumping Quota and accumulated carry-over.

28. Water Delivery Shortage Emergency Extractions

During a water supply emergency, as declared by the Board, in which Zone 7 is unable to deliver the quantity of treated water as approved on the delivery schedule, and subject to approval by the Board, the Contractor may extract water from the Main Basin in excess of the Contractor's Groundwater Pumping Quota at a reduced recharge rate. Said rate shall be the same as the In-Lieu Treated Water rate.

E. CHARGES AND PAYMENT

29. Rate Schedule

The Board shall adopt and publish a rate schedule for charges levied pursuant to this Agreement, including each of the following:

- (a) Treated water rates
- (b) In-Lieu Treated Water
- (c) Water Connection Fees
- (d) Recharge fees

Each charge shall be based on the cost of providing service, and shall not be unreasonable, arbitrary, or discriminatory.

The Board shall review the proposed rates at a September Board meeting, with the goal of establishing the rate schedule no later than the November regular Board meeting prior to January 1 of the calendar year for which the rate schedule is to be effective. Notwithstanding, the rate schedule shall be adopted at least 60 days prior to it

becoming effective. Upon adoption the rate schedule will continue in full force and effect until modified or repealed by the Board. Such rates shall be developed with applicable laws and regulations, including the California Constitution.

30. Recharge Fee

In any calendar year, if Contractor exceeds its Groundwater Pumping Quota plus any accumulated carry-over, Contractor shall be assessed a Recharge Fee for each acre foot of water (or portion thereof) in excess of said amount. The Recharge Fee schedule shall be calculated to reflect the cost to Zone 7 of replenishing the Main Basin in the amount of the excess extraction, including but not limited to the cost to purchase or develop the water, as well as the cost to construct, maintain, and operate the facilities needed to import, distribute, store, treat, and recharge said water into the Main Basin for the benefit of each M&I Contractor.

The recharge fee shall be charged to Contractor in accordance with the rates included in the adopted rate schedule. Notwithstanding the foregoing, the Recharge Fee may be suspended by Zone 7 in the event that Zone 7 determines that other funding mechanisms are in place that adequately address the costs of replenishing groundwater in the Main Basin.

31. In-Lieu Treated Water Credit

Zone 7 shall include an In-Lieu Treated Water Rate in the adopted rate schedule. In any calendar year in which the Contractor has participated in In-Lieu Treated Water deliveries as set forth in Section 27, Zone 7 shall determine the amount of delivered treated water that should be charged at the adopted In-Lieu Treated Water rate. Zone 7 shall reconcile deliveries and credit or make payment to the Contractor the difference between the treated water rate and the In-Lieu Treated Water rate on or before May 1 of the calendar year following such deliveries.

Contractor acknowledges that any credits or payments received under this Section are received in-lieu of the Contractor's right to extract its Groundwater Pumping Quota, and Contractor agrees that its Groundwater Pumping Quota and any accumulated carry-over shall be reduced by an amount equivalent to the amount of In-Lieu Treated Water delivered by Zone 7 to Contractor for the year in which the delivery is made.

32. Payments and Invoicing

Contractor shall be invoiced on a calendar month basis for treated water deliveries, temporary treated water service, and recharge fees based on the data obtained pursuant to Sections 10 and 26. Contractor shall pay promptly all charges invoiced by Zone 7 for charges incurred in the preceding month and to become due and payable within 30 days from date of invoice.

If the Contractor in good faith disputes the accuracy of any invoice submitted pursuant to this Section, the Contractor will submit a notice to Zone 7 identifying the disputed cost within 15 days of receipt of the invoice. If the dispute is not resolved prior to the due date for that invoice, Contractor shall submit payment of the contested amount under protest.

If the parties resolve the dispute in a manner that recognizes a payment by the Contractor that exceeds what is required under this Agreement, the amount of the excessive payment will be reflected by Zone 7 as a credit against future payments due from the Contractor.

33. Delinquent Payments

In the event that Contractor is delinquent in the payment of invoiced charges for more than thirty (30) days after the due date, delinquent amounts shall accrue interest commencing on the due date and continuing each month thereafter until payment of both the principal amount of such charges and the interest thereon is paid in full. The annual rate of interest is equal to five percent (5%) plus the current Federal Reserve district of San Francisco Primary Rate in effect on the date the invoice becomes delinquent.

F. GENERAL PROVISIONS

34. Entire Agreement

This document constitutes the entire Agreement between the parties relative to the services specified above. The parties acknowledge and agree that there are no understandings, agreements, terms, or conditions with respect to the subject matter of this document except for those contained in this writing. Each person signing this Agreement represents and warrants that s/he has authority to enter into this Agreement on behalf of the party for whom s/he is signing.

35. Third Party Beneficiaries

No third-party beneficiaries are intended or created by this Agreement.

36. Dispute Resolution

The Parties agree to attempt in good faith to resolve all disputes informally. If agreed to by the Parties, alternate methods of dispute resolution, such as mediation, may be utilized.

37. Remedies

By reason of the specialized nature of the water service rendered, and for the further reason that the extent of any damage caused to either party by the other by reason of

any breach of this contract or agreement may be extremely difficult to determine, it is agreed by the parties hereto that an action for damages is an inadequate remedy for any breach, and that specific performance, without precluding any other remedy available in equity or law, will be necessary to furnish either party hereto with an adequate remedy for the breach thereof.

38. Severance

If a court or other tribunal of competent jurisdiction holds that any provisions of this Agreement are invalid, illegal or unenforceable, those provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

39. Assignment

This contract is not for the benefit of any person, corporation or other entity, other than the parties hereto, and no person, corporation or other entity except the parties hereto, shall have any rights or interest in or under this contract unless otherwise specifically provided herein. Except as otherwise provided in this Agreement, Contractor shall not assign or transfer any rights or privileges under this contract, either in whole or in part, without the prior written consent of Zone 7, which consent shall not be unreasonably withheld, or make any transfer of all or any part of its water system, or allow the use thereof, in any manner whereby any provisions of this contract will not continue to be binding on it, its assignee or transferee, or such user of the system. This contract and the rights and responsibilities provided for herein shall be binding on the successors and assigns of the parties hereto.

40. Venue

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, and venue shall be the Alameda County Superior Court.

41. Contract Modification

This contract may be amended or modified any time only by mutual written agreement of the parties.

42. No Guarantee of Water Supply

While Zone 7 will use its best efforts to meet Contractor demand, consistent with the requirements of Sections 6 and 7 of this Agreement, neither Zone 7 nor any of its officers, agents, or employees shall be liable to Contractor for damages, breach of contract claim, or otherwise associated with the failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of or without the negligence or willful misconduct of Zone 7. Such causes may include, but are not

restricted to, acts of God, acts of war, or criminal acts of others, acts of Contractor or M&I Contractors, water shortages, drought, regulatory constraints, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities including but not limited to State Water Project facilities outside the Zone 7 service area.

43. Liabilities & Indemnification

In performance of this Agreement, each Party, its agents, employees, and contractors, shall act in an independent capacity and not as officers, employees, or agents of any other Party. No Party assumes any liability for the activities of any other Party in performance of this Agreement. Each Party shall be responsible for any adverse impacts to, or complaints from, its own customers that may result from the operation or performance of this Agreement, except as arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the other Party, their associates, employees, sub-consultants, or other agents.

Contractor assumes liability for treated water delivered under this Agreement when **water is delivered to the turnout or other connection point to Contractor's water** delivery system. Accordingly:

(a) Contractor shall indemnify, save and hold harmless Zone 7 and its officers, agents, and employees (**collectively, "Zone 7"**) from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water after such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims arising from the negligence or willful misconduct of Zone 7. Contractor shall further indemnify, save and hold harmless Zone 7 from any and all obligations, liability, **responsibility, costs, expenses, or fees associated in any way with any Contractor's** acquisition, delivery, or use of Alternate Supply pursuant to this Agreement.

(b) Zone 7 shall indemnify, save and hold harmless the Contractor and its officers, agents, and employees from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water before such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims by Zone 7 for costs of repair of Zone 7's facilities or other damages resulting from the operations of Contractor, or claims arising from the negligence or willful misconduct of Contractor.

44. Renewability

This contract may be renewed upon the mutual consent of the parties hereto. If no such renewal shall take place and in the absence of any new contract, Zone 7 shall nevertheless continue delivery to Contractor in accordance with this contract, that

48. Section Headings

Section headings in this contract are for convenience only and are not to be construed as a part of this contract or in any way limiting or amplifying the provisions hereof.

49. Waiver

None of these terms or conditions herein contained can be waived except by mutual written consent.

50. Contracts to be Substantially Similar

Zone 7 agrees that each contract for a Municipal & Industrial Water Supply hereafter entered into by Zone 7 with any other M&I Contractor shall be substantially similar to those herein set forth and shall not contain any provisions of a material nature more favorable to the other M&I Contractors than the provisions herein. This section shall not restrict Zone 7 from considering other terms and conditions for subsequent Municipal & Industrial Water Supply contracts provided that if such other terms and conditions are not substantially similar, Zone 7 shall notify all M&I Contractors and offer such other terms and conditions to each M&I Contractor. This section shall not limit Zone 7 from entering into other contracts for services not provided for under the terms and conditions of this contract.

G. CONTRACTOR-SPECIFIC PROVISIONS

[No Contractor Specific Provisions Included]

IN WITNESS WHEREOF, the parties hereto and have executed this contract on the date and year first above written.

CITY OF LIVERMORE

ZONE 7 WATER AGENCY

BY _____
City Manager

BY _____
President, Board of Directors

ATTEST:

ATTEST:

BY _____
City Clerk

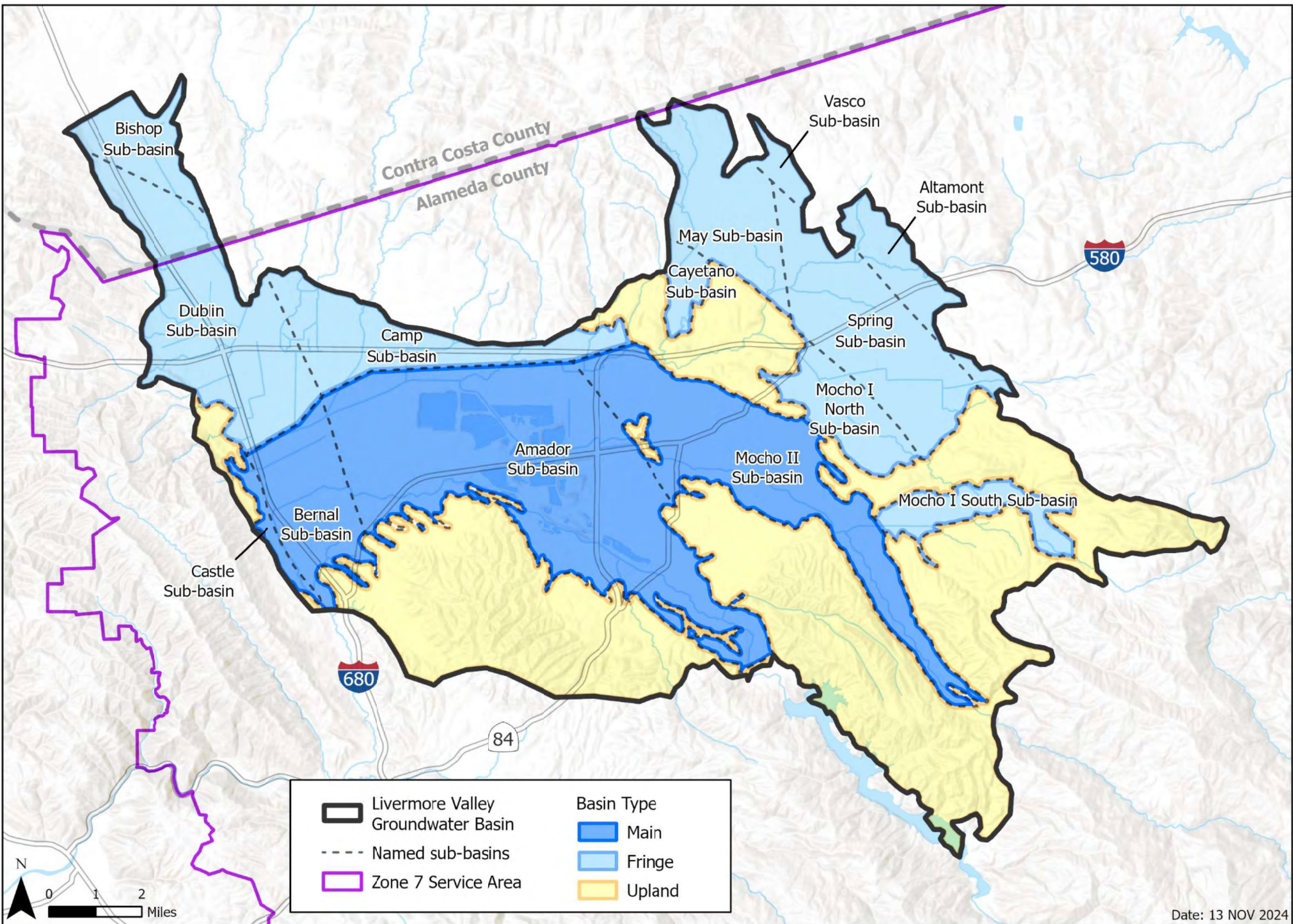
BY _____
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

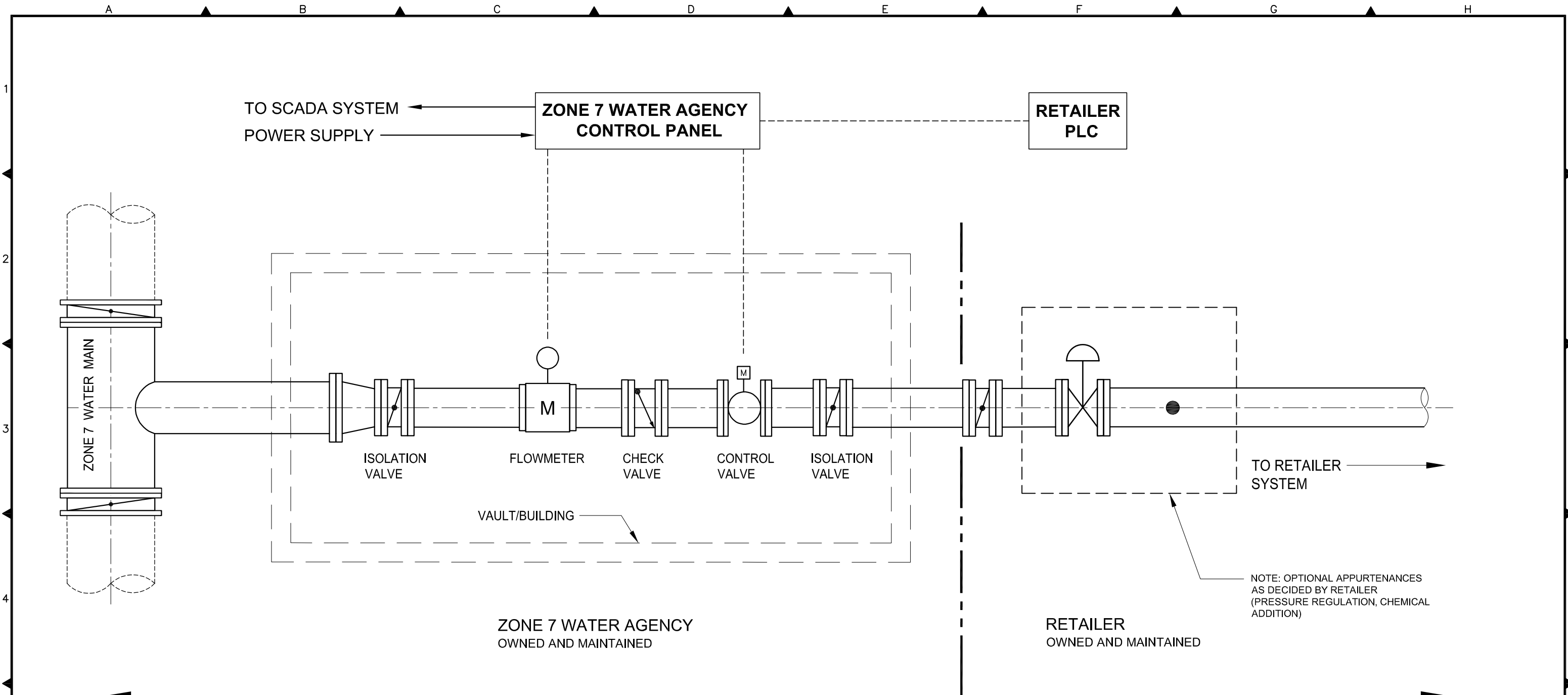
BY _____
City Attorney

BY _____
General Counsel



Sources: Zone 7 Water Agency; ESRI; California Department of Water Resources, 2021 (California's Groundwater – Update 2020 (Bulletin 118))


Exhibit A - Livermore Valley Groundwater Basin



- GENERAL NOTES:**
1. THIS PLAN DIAGRAM DOES NOT INCLUDE OTHER APPURTENANCES THAT ARE CRITICAL FOR THE FULL OPERATION OF A TYPICAL ZONE 7 TURNOUT. RETAILER SHALL WORK WITH ZONE 7 STAFF TO DEVELOP A COMPLETE SET OF CONSTRUCTION PLANS AND SPECIFICATIONS TO BE REVIEWED AND APPROVED BY ZONE 7 ENGINEERING.
 2. THE FLOW ELEMENT IS IN THE VAULT, AND THE TRANSMITTER SHOULD BE INSTALLED IN THE ZONE 7 PANEL.

REV	DATE	BY	Description

Designed
BW
Drawn
ESB
Checked
SS
Date
FEB 2026

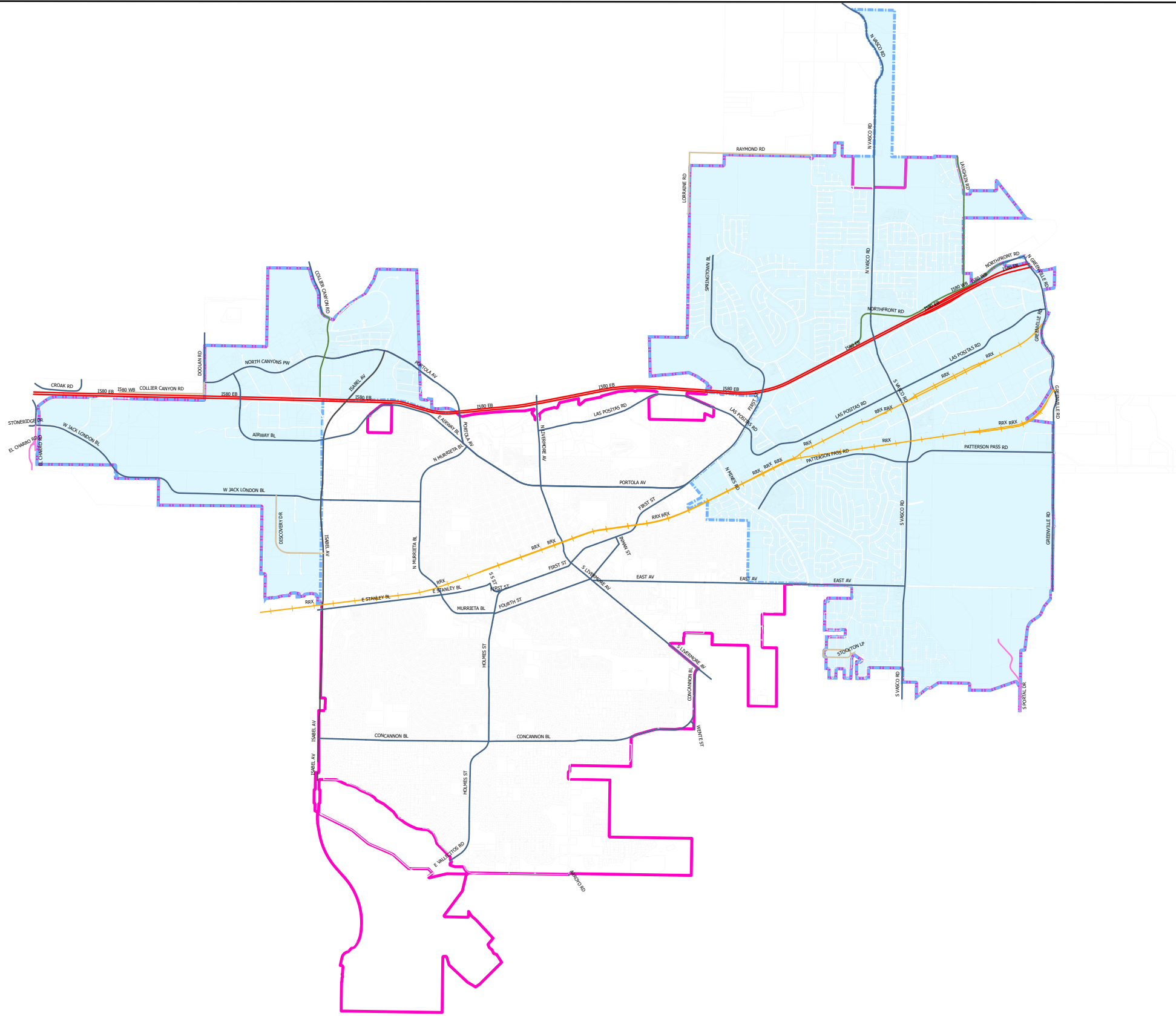


ZONE 7 WATER AGENCY
100 NORTH CANYONS PARKWAY
LIVERMORE CALIFORNIA, 94551












BAR IS ONE INCH AT FULL SCALE
0 1"
IF NOT ONE INCH SCALE ACCORDINGLY

ZONE 7 WATER AGENCY
Exhibit B
TYPICAL LAYOUT FOR ZONE 7 TURNOUT

SHEET NO.
1 OF 1
DRAWING NO.
FILE NO.
WC-306



Legend

- Water Service Boundaries 
- City Limits 
- Parcels 
- Arterial 
- Interstate 
- Other Freeway or Expressway 
- Arterial 
- Collector 
- Local 
- Private 
- Railroad 

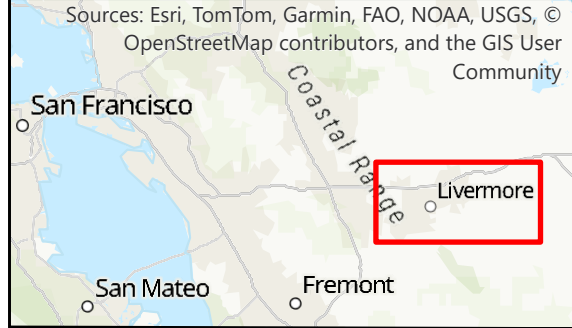


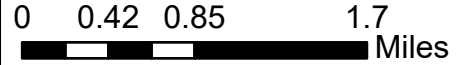


Exhibit C

City of Livermore:

Water Service Boundaries

Coordinate System: NAD 1983 (2011) State Plane California III FIPS 0403 (US Feet)

2026

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

A26-74-PLE

CONTRACT BETWEEN
ZONE 7 WATER AGENCY
AND
CITY OF PLEASANTON

FOR A MUNICIPAL & INDUSTRIAL WATER SUPPLY

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CONTRACT BETWEEN
ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER
CONSERVATION DISTRICT AND CITY OF PLEASANTON FOR A
MUNICIPAL & INDUSTRIAL WATER SUPPLY

THIS CONTRACT is made and entered into this _____ day of _____, 2026, by and between ZONE 7 OF ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, commonly known as the Zone 7 Water Agency, hereinafter referred to as "**Zone 7**" and CITY OF PLEASANTON, hereinafter referred to as "**Contractor.**"

RECITALS

WHEREAS, Zone 7 is a wholesale water supplier providing Municipal and Industrial water supply to various contractors in Alameda County and Dougherty Valley; and

WHEREAS, Zone 7 manages the Livermore Valley Groundwater Basin under the Sustainable Groundwater Management Act of 2014 (SGMA) through the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin; and

WHEREAS, Contractor and Zone 7 are parties to the *Zone 7 of Alameda County Flood Control and Water Conservation District's Terms and Conditions for a Municipal and Industrial Water Supply to the City of Pleasanton* (M&I Contract); and

WHEREAS, that M&I Contract **provides for Zone 7's sale of treated water to Contractor and for the administration of Groundwater Pumping Quotas for Contractor's** extractions from the Main Basin of the Livermore Valley Groundwater Basin; and

WHEREAS, the M&I Contract between Zone 7 and Contractor expires December 31, 2026; and

WHEREAS, Zone 7 and Contractor wish to renew the terms of the prior M&I Contract, **and to provide for future water supply to Contractor's** Service Area.

A. INTRODUCTORY PROVISIONS

NOW, THEREFORE the Parties agree as follows:

1. Definitions

When used in this Contract (**also referenced herein as the "Agreement"**), the following terms shall have the meanings hereinafter set forth:

- a. **"Alternate Supply"** shall mean water supply to Contractor from a source other than Zone 7 or through the exercise of Contractor's Groundwater Pumping Quota.
- b. **"Alternative GSP"** shall mean the Alternative Groundwater Sustainability Plan for the Livermore Valley Groundwater Basin, as that document may be updated or amended from time to time by the Board, or any subsequent Groundwater Sustainability Plan adopted under the SGMA for the management of the Livermore Valley Groundwater Basin.
- c. **"Board"** shall mean the Board of Directors of Zone 7 of Alameda County Flood Control and Water Conservation District.
- d. **"Extract" or "Extraction"** shall mean obtaining groundwater from the Main Basin by pumping or any other means, from wells, shafts, tunnels, excavations or other sources of such groundwater, for domestic, municipal, irrigation, industrial or other use.
- e. "Groundwater Pumping Quota" or **"GPQ"** shall mean that quantity of water that the Contractor is entitled to extract from the Main Basin without paying a recharge fee to Zone 7. GPQ is calculated based on the historic Safe Yield of the Main Basin.
- f. "In-Lieu Treated Water" shall mean that quantity of treated water delivered from Zone 7 in exchange for an equal reduction in Contractor's extraction of its Groundwater Pumping Quota.
- g. "Main Basin" shall have the same meaning as that term is defined in the Alternative GSP, and shall include both upper and lower aquifers of the Main Basin. The Main Basin is depicted in greater detail in Exhibit A.
- h. **"Max Day Treated Water Demand"** shall mean the highest daily (midnight to midnight) water volume a Contractor has demand for over a given interval (i.e. weekly, monthly, yearly).
- i. **"Municipal & Industrial Contractor" or "M & I Contractor"** shall include Contractor or any other party to a similar wholesale M&I Contract with Zone 7.
- j. "Municipal & Industrial Water Supply" shall mean a supply of water from Zone 7 to each M&I Contractor regardless of the source of said water or Contractor's end use of that supply.
- k. **"Safe Yield"** shall mean the quantity of water that can be successfully extracted from the Main Basin on an annual basis over an extended number of years without reducing groundwater storage. Such safe yield is the net quantity of groundwater added to the Main Basin by stream percolation (including percolation from stream releases required for prior water rights), rainfall percolation, applied irrigation water percolation, and net subsurface inflow. Safe Yield does not include imported water. The Safe Yield for the

Main Basin was estimated at approximately 13,400 acre-feet per year in 2021.

- l. **"Sustainable Yield"** shall have the same meaning as that term is defined by Water Code § 10721(w), and calculated as set forth in the Alternative GSP.
- m. "Treated Water" shall mean water that is processed as necessary to comply with drinking water requirements of the California State Water Resources Control Board Division of Drinking Water, the United States Environmental Protection Agency and other agencies with pertinent regulatory authority.
- n. "Turnout Facilities" shall mean Zone 7 facilities required to provide treated water deliveries from Zone 7's water system to the Contractor's water system. See Exhibit B for a schematic of a typical turnout facility.

2. Term of Contract

This contract shall become fully effective as of the date indicated above, and shall continue until December 31, 2055 unless earlier terminated or extended by written agreement of the Parties.

3. Communication

Zone 7 shall endeavor to communicate with its M&I Contractors on an ongoing basis to inform M&I Contractors of updates to policies and procedures which may be of interest to M&I Contractors and solicit input as appropriate.

B. WATER SERVICE

4. Contractor's Service Area

For purposes of water supplied under this Agreement, Contractor's Service Area is defined in Exhibit C, attached hereto and incorporated. Exhibit C may be amended by the written agreement of the Parties which agreement shall not be unreasonably withheld, conditioned, or delayed. Provided that any change in Contractor Service Area may separately be subject to the requirements of the Local Agency Formation Commission, Public Utility Commission or other agency having authority to set service areas. Any future areas outside Zone 7 boundaries to be served by Contractor which receive water from sources other than Zone 7 or the Main Basin shall not be considered part of the Contractor's Service Area under the terms of this contract. Contractor may not add additional areas to its Service Area that are **outside of Zone 7's jurisdictional** boundaries except upon a finding of the Board that providing water to that area is in the best interests of Zone 7.

Notwithstanding the foregoing, Contractor may request Zone 7's written permission to provide temporary/construction water service to users outside of its Service Area, or

who may transport water outside Contractor's Service Area, so long as the end use of the water remains within the Zone 7 jurisdictional boundary.

5. Exclusive Supplier

Contractor shall procure all water for use within its Service Area by purchase from Zone 7 pursuant to this Agreement and through exercise of its Groundwater Pumping Quota. Contractor shall not contract for, purchase or receive, with or without compensation, either directly or indirectly, water for use in its Service Area from any other source except pursuant to the exceptions identified in Section 9 below.

Water purchased by Contractor under this Agreement or extracted as part of Contractor's Groundwater Pumping Quota may not be delivered by Contractor to any area other than Contractor's Service Area, except as required for responding to short-term state or federally declared emergencies; or for protection of public health and safety.

6. Quality of Water

Treated water to be delivered under this Agreement shall be of a quality that complies with the Requirements for Drinking Water of the California State Water Resources **Control Board's Division of Drinking Water and the United States Environmental** Protection Agency or their successor regulatory agencies. Zone 7 will endeavor to blend and treat its different sources of water within its operational capabilities to provide water of approximately equal quality to each Zone 7 M&I Contractor and aesthetically acceptable to the Contractor's customers. Zone 7 will endeavor to provide treated water and communicate in accordance with its Water Quality Policy.

7. Availability of Water

All deliveries under this Agreement are subject to the availability of water. The availability of water may be limited by outside factors including, but not limited to: drought; facilities outages; or limits on groundwater extraction capacities. In **accordance with Zone 7's Water Supply Reliability Policy**, Zone 7 will use best efforts to procure water for deliveries, whether under existing contracts, transfers, groundwater bank extractions, or other sources, based on the volumes and timing identified in the approved annual delivery schedules for each M&I Contractor.

In the event that the supply of water projected by Zone 7 to be available for delivery to each M&I Contractor is less than the total amount included in the approved delivery schedule of each M&I Contractor for that year, Zone 7 shall notify all M&I Contractors of a water shortage.

As necessary to respond to the water shortage, Zone 7 shall reduce scheduled deliveries under this Agreement **proportionately across each M&I Contractor's** Service Area, provided that Zone 7 may apportion on another basis if such is required to meet

minimum demands for domestic supply, fire protection, public health, and/or state and federal regulatory requirements during the year, including but not limited to emergency regulations. Zone 7 shall give Contractor written notice as far in advance as possible of any reduction in deliveries that would be necessary because of a shortage in water supply.

8. Water Conservation

In order to increase water supply by demand reduction or to comply with applicable state or federal regulatory requirements, Zone 7 will undertake and support water conservation programs for **water uses within the Zone 7's service area, including Dougherty Valley**. To that end, Zone 7 will develop, implement or participate in such programs and enter into agreements with other M&I Contractors, and other entities to make more efficient use of water supplies through water conservation programs implemented in accordance with the policy direction of the Board and in coordination with other regional planning efforts.

9. Alternate Supply

Notwithstanding the provisions of Section 5, Contractor shall be excused from its obligation to source water solely through Zone 7 or pursuant to its Groundwater Pumping Quota under the following circumstances:

- a) Where water received is necessary for fire flow or fire storage requirements, protection of public health and safety or other emergency purposes, provided that only those quantities necessary for such extraordinary purposes shall be considered Alternate Supply;
- b) In the event that water delivered to a Turnout Facility does not comply with state or federal regulatory requirements for drinking water, in which case the Alternate Supply obtained shall be limited to the amount necessary to meet Contractor's treated water needs as a result of Zone 7's non-compliance with those regulatory requirements; or
- c) In the event that Zone 7 is unable to deliver the quantity of treated water **necessary to satisfy Contractor's delivery request**. Under those circumstances, Zone 7 shall specify the quantity of treated water that it cannot deliver and the time period for which it cannot satisfy the **Contractor's requirements**. The Alternate Supply obtained shall be limited to the period of time and quantity during which Zone 7 cannot satisfy the Contractor's delivery request; or
- d) Where the Alternate Supply is groundwater extracted by Contractor from aquifers outside the Main Basin, provided that the extraction is consistent with SGMA, insofar as it does not result in exceedances or violations of the Alternative GSP and does not impair the sustainable management of the Livermore Valley Groundwater Basin. Zone 7, acting in its capacity as the

exclusive Groundwater Sustainability Agency for its boundaries, will provide prompt notice to Contractor where it has reason to believe that any such extraction does not meet this bar.

- e) Where the Alternate Supply is recycled wastewater treated by a Zone 7 M&I Contractor for reuse as permitted by the State Water Resources **Control Board's Division of Drinking Water, the Regional Water Quality Control Board** and other agencies with jurisdiction.

In addition to the foregoing, Contractor may be excused from its obligation to purchase water solely from Zone 7 or through exercise of its Groundwater Pumping Quota where (1) the Board provides prior written approval for the Contractor to receive Alternate Supply in lieu of Zone 7 deliveries; and (2) the Contractor has compensated Zone 7 for its obligated fixed costs associated with the quantity of Zone 7-delivered water that the Contractor intends to forgo. These fixed costs shall include but are not limited to water facility improvements, water contract obligations, debt service, and other costs ordinarily recovered through the sale of water to Contractor. Contractor written requests to receive an Alternate Supply pursuant to this paragraph shall be promptly considered by Zone 7 and approval shall not be unreasonably withheld.

Zone 7 needs to be protected from any obligation to supply water to projects or customers which the Contractor has supplied from sources other than what has been directly purchased from Zone 7. In addition to the protections provided in Section 43, Contractor shall indemnify, save and hold harmless Zone 7 from any and all obligations, liability, responsibility, costs, expenses, or fees associated in any way with any **Contractor's acquisition and delivery of Alternate Supply pursuant to this Section.** Provided, however, that if Contractor is instructed by Zone 7 to acquire water from **Zone 7 pursuant to Zone 7's rights as exclusive provider under Section 5**, and which has been previously acquired from third parties as an Alternate Supply pursuant to this Section 9, Zone 7 shall save and hold harmless Contractor from any and all obligations, liability, responsibility, costs, expenses, or fees that may arise from such third parties as a result of that change.

10. Measurement of Treated Water Deliveries

- a) Zone 7 shall measure and record the volumes of water that Zone 7 delivers to Contractor. In the event that a flow meter is inoperable, malfunctioning, or in error (including any testing done under Sections 10(b) or 10(c)), such that water delivery volumes are not accurately recorded or measured within 2%, Zone 7 shall confer with the Contractor prior to making a reasonable estimation of water deliveries to the Contractor during that period of inoperability, malfunction or error, up to a maximum adjustment period of 6 months.
- b) Zone 7 shall test turnout meters at least annually, consisting of verifying and adjusting meters and associated instrumentation, using a method approved by Zone 7 consistent with meter manufacturer instructions or with industry

practices. Results of this testing and adjustments (if any) made to the meter and associated instrumentation shall be provided promptly to Contractor. The Contractor shall have the right to be represented by a qualified observer during any instrumentation and/or meter tests and/or verification.

- c) **Contractor may request additional testing of its turnout meters between Zone 7's regularly scheduled annual testing intervals at Contractor's expense.** The testing shall be consistent with standard methods recommended by the meter manufacturer, or other methods consistent with industry practices, as agreed upon by the Contractor and Zone 7. In the event testing demonstrates an error exceeding 2%, the expenses of the test will be assumed by Zone 7.

11. Delivery Schedule of Municipal & Industrial Water

Contractor shall submit a preliminary water delivery schedule annually on a form provided by Zone 7. This preliminary water delivery schedule will include: (1) an **estimate of the Contractor's demand for treated water and groundwater in excess of its Groundwater Pumping Quota** required by Contractor for the succeeding 5 calendar years, set out on a monthly basis; and (2) the anticipated Maximum Day Treated Water Demand from Zone 7 for each such year.

Zone 7 shall review Contractor's preliminary water delivery schedule, and shall either approve the schedule or make such revisions as may, in the judgment of Zone 7, be necessary to make deliveries to Contractor.

Zone 7 will use its best **efforts to meet Contractor's water delivery requests.** To the **extent water is available to Zone 7, Zone 7 will approve each M&I Contractor's annual delivery schedule for an amount not less than the amount of water set forth in that Contractor's delivery schedule for the prior calendar year.** Zone 7 shall identify the reason for any revisions or disapproval of Contractor's delivery request. Zone 7 shall **only revise or disapprove Contractor's delivery request for the reasons set forth in Sections 7, 12, 13, and 14.**

12. Operational Requirements

The Zone 7 system is not designed to serve all M&I Contractors' peak demands simultaneously, and peak deliveries may be curtailed or unintentionally reduced from time to time in response to limitations in system capacity. Zone 7 may at its sole discretion elect to regulate flows, provided, however, that so long as water and Zone 7 system capacity are available, Zone 7 will endeavor to meet all reasonable demands for peak deliveries and will use reasonable diligence to provide a regular and uninterrupted supply of water from its turnout facilities. Zone 7 shall communicate its actions to regulate or reduce flows to the Contractors as soon as reasonably practicable.

13. Temporary Curtailment of Delivery

Zone 7 will make all reasonable efforts to provide continuous service to Contractor but may schedule to temporarily discontinue or reduce the delivery of water to Contractor for the purpose of necessary investigation, inspection, maintenance, repair or replacement of any of the facilities necessary for the delivery of treated water to Contractor.

Zone 7 shall notify Contractor as far in advance as possible of any scheduled discontinuance or reduction and the estimated duration of such discontinuance or reduction, and shall use its best efforts to avoid disruptions in service to Contractor.

In the event of any discontinuance or reduction in delivery of water, Contractor may elect to reschedule the water otherwise identified for delivery in the approved water delivery schedule, subject to the availability of system capacity and considering the approved delivery schedules of all other M&I Contractors.

14. Suspension of Service

In the event that Contractor shall be delinquent in the payment for water for more than 90 days after the due date (as said due date is defined in Section 32), such delinquency shall be called to the attention of the Board for resolution. The Board may, in its discretion and after giving Contractor an opportunity to be heard, order the suspension or reduction of service to Contractor.

C. TURNOUT DESIGN & CONSTRUCTION

15. Requests for Turnout Facilities

Requests for additional turnout facilities are subject to review and approval by Zone 7.

Prior to the design or construction of a turnout facility, Contractor shall deposit with Zone 7 an amount of money estimated by Zone 7 to cover all costs to be incurred by Zone 7 for that design or construction. Such costs include but are not limited to design, engineering, design review, construction, right-of-way acquisition, inspection, **landscaping, installation, and contract administration. At Zone 7's sole discretion, such costs may be included in the monthly invoices provided to Contractor pursuant to Section 32.**

Following the completion of the design or construction of the turnout facility, Zone 7 will provide Contractor with an accounting of the actual costs incurred by Zone 7 in the completion of that design or construction. The deposit shall be applied to the actual costs incurred by Zone 7, and the appropriate refund or invoicing to Contractor will be made. Contractor shall make payment; or Zone 7 shall issue a refund on any excess remaining **deposit, within 30 days of Zone 7's** submission of said statement. Contractor shall have the right to audit the records of Zone 7 for the purpose of verifying actual costs.

16. Design of Turnout Facilities

Zone 7 shall design the turnout facilities for the present design flow range set forth in Section 20 with provisions for future modifications in accordance with the anticipated future maximum flow rate.

Turnout facilities shall include the necessary valves, piping, meter and recording equipment, vaults, power supply, buildings, telemetry equipment and any other appurtenances necessary to meet the standards and operational needs of Zone 7, and shall be designed and constructed based on the ranges of flows set forth in Section 20.

If turnout facilities are designed by Zone 7, Zone 7 shall submit its design of new turnout facilities to Contractor for review and comment. Zone 7 will consider the comments before finalizing the design.

Alternatively, if the Contractor or its consultant choose to design turnout facilities, Contractor shall submit the design to Zone 7 for review and written approval prior to construction. Said design shall incorporate the standards and requirements of Zone 7.

17. Turnout Construction & Maintenance

Unless otherwise specified in writing, the following provisions apply to the design, construction, maintenance, and operation of turnout facilities installed under this Agreement:

- a) Turnout locations will be determined by Zone 7 after consultation with Contractor. Zone 7 will make reasonable efforts to locate turnouts at the general location requested by Contractor. Contractor will provide Zone 7 with the necessary rights-of-way and/or rights of access, as determined by Zone 7, for the purposes of constructing, operating and maintaining said turnout facilities.
- b) Ownership of turnout facility, including the shut off valve downstream of the turnout facility, shall be with Zone 7. Zone 7 may determine, after meeting and conferring with the Contractor, that the turnout facility has been abandoned after 3 consecutive years of non-use by Contractor.
- c) Contractor shall have no obligation to operate, maintain, repair, replace or relocate the turnout facility. Provided, however, that Contractor or **Contractor's designee shall be responsible for the maintenance of any** landscaping in and around the turnout unless, and for only as long as, Zone 7 specifically waives that obligation.
- d) As part of construction of new transmission pipelines, Zone 7 shall install the tee segment of the transmission pipeline that will serve the **Contractor's requested or existing turnout, including in-line valves and the isolation valve on the tee.** For turnout facilities requested by Contractor subsequent to the construction of any new Zone 7

transmission pipeline, Contractor shall pay for construction of modifications to the transmission pipeline, including insertion of a new tee or other connection and associated in-line valves and the isolation valve on the tee, serving the turnout facility, in addition to any other costs described in Section 15.

18. Operations and Damage to Facilities

Each Party shall exercise reasonable care in the performance of its obligations and rights **under this Agreement to ensure that each Party's facilities and operations are not** impaired or damaged. In the event that Contractor, by carrying out its obligations under this Agreement or in any other course of its operations damages Zone 7 facilities or structures, including but not limited to turnouts installed under this Agreement, the Contractor shall reimburse Zone 7 for costs of repairing those facilities.

19. Inspection of Facilities

Contractor may, upon request, and in the presence of a Zone 7 representative, inspect its associated turnout facilities. **Upon Contractor's request, Zone 7 shall provide Zone 7's** monthly flow measurements and records taken from that Contractor's turnout facilities.

20. Ranges of Flow

The range of flow rates of water through a turnout facility may vary considerably over the contract term. A normal range of flow rates for a turnout facility is hereby established as from 10% to 100% of the maximum approved design flow rate.

Prior to the turnout design, Contractor shall provide Zone 7 with the anticipated ultimate (future) maximum flow rate and anticipated present design range of flow rates, **as well as anticipated pressure ranges for each on Contractor's side of the turnout** facility. The maximum design flow rate shall not exceed 10 times the minimum design flow rate for this range in normal installations as approved by Zone 7.

Contractor is responsible for regulating flow demands through the turnout facility such that the range of flow rates set forth in the turnout design criteria will be maintained. Zone 7 may at its sole discretion elect to regulate flows.

Zone 7 may modify turnout facilities upon request of Contractor or at such time that the actual flow rate exceeds the maximum design flow rate or is less than the minimum design flow rate; provided, however, that flow rates resulting from emergencies shall not apply to such requirement for modification. Said modification will be at the expense of the Contractor and payment thereof shall be invoiced to Contractor in accordance with Section 32.

D. GROUNDWATER EXTRACTION

21. Rights to and Management of Groundwater in the Main Basin

Without limiting or modifying either Party's claim to water rights, Zone 7 acknowledges Contractor's right to extract groundwater based on Contractor's historical groundwater extractions, **and upon the contractual arrangement setting Contractor's Groundwater Pumping Quota** in Contractor's original M&I Contract with Zone 7. Contractor acknowledges that Zone 7 manages the Main Basin and that Zone 7 recharges, stores, and extracts from the Main Basin as necessary to supply water to each Contractor. Accordingly, Contractor shall not extract more than its Groundwater Pumping Quota from the Main Basin in any calendar year except as specifically authorized by this Agreement.

The Groundwater Pumping Quota set forth in this Agreement is not a formal confirmation or quantification of any underlying right held by Contractor. Each Party reserves all rights to pursue an adjudication of the Main Basin, or any other legal action on extraction of groundwater that may **impact Contractor's authority to extract** groundwater from the Main Basin. Furthermore, Zone 7 reserves its authority to levy a replenishment assessment on the extraction of any groundwater, including Contractor's Groundwater Pumping Quota (excluding any adjudication of the Safe Yield), as necessary to protect the water supplies for users within Zone 7.

Contractor acknowledges Zone 7's authority pursuant to SGMA as the exclusive Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin. Nothing **in this agreement is intended to modify the Parties' authorities or responsibilities pursuant to that statutory scheme, including Zone 7's authority as GSA to take** necessary actions to secure the sustainability of the groundwater basin under Water Code section 10725 and following. These statutorily authorized actions may include, but are not limited to, restrictions on pumping, metering requirements, and the imposition of fees.

22. Contractor's Groundwater Pumping Quota

Contractor shall be entitled to a Groundwater Pumping Quota (GPQ) equal to 3,500 acre-feet annually of extractions from the Main Basin. Contractor may carry over portions of its GPQ from year to year, as described in Section 23, below. Water extracted under Contractor's Groundwater Pumping Quota may not be transferred or used outside of the **Contractor's Service Area**.

Extractions in excess of Contractor's GPQ and accumulated carryover will be subject to a recharge fee, as set forth in Section 30, below. Water from other sources that has been recharged and banked within the Main Basin by Contractor with the consent of **Zone 7 and extracted for Contractor's later use will not be counted toward Contractor's** GPQ or assessed a recharge fee.

23. Carry-over of Groundwater Pumping Quota

In any calendar year, Contractor may carry-over the unextracted portion of its Groundwater Pumping Quota for extraction from the Main Basin during subsequent **calendar years. Contractor's carry-over** or accumulated carry-over shall not exceed 20 percent of the Contractor's Groundwater Pumping Quota, and shall not include any Groundwater Pumping Quota waived under the In-Lieu Treated Water provision of Section 27.

24. Transfers of Groundwater Pumping Quota

Temporary or permanent transfers of a Contractors Groundwater Pumping Quota are permitted only (1) between Zone 7 Contractors, and (2) for use within the Zone 7 boundaries. Such transfers are subject to the written approval of Zone 7, which approval shall not be unreasonably withheld, provided that the proposed transfer does not impede the sustainability goals outlined in the Alternative GSP.

25. Changes in Contractor's Groundwater Pumping Quota

Contractor's Groundwater Pumping Quota shall not be increased without the consent of the other remaining M&I Contractors with a Groundwater Pumping Quota.

Contractor's Groundwater Pumping Quota shall not be decreased except upon a finding by the Zone 7 Board of Directors, sitting as the Board of Directors for the Groundwater Sustainability Agency for the Livermore Valley Groundwater Basin, that such a reduction is necessary to maintain the Safe Yield of the Livermore Valley Groundwater Basin. Before enacting such a reduction, Zone 7 shall meet and confer with Contractor regarding the need for the reduction. Contractor will be provided notice and an opportunity to comment on any proposed reduction prior to enactment.

26. Reporting Groundwater Extraction

To the extent applicable to each Contractor, each Contractor shall report the amount of groundwater extracted from the Main Basin and any water obtained from other sources (including any water recharged to the Main Basin) in a given month on or before the fifteenth day of the following month. This report shall be made on a form or forms provided by or acceptable to Zone 7, and shall include total volume used or extracted, flow rate, and any other data necessary to confirm total extractions. Contractor shall be responsible for verifying the data reported to Zone 7 under this Section, including calibration and testing of meters and associated instrumentation at least annually.

Contractor's measurement and recordation of groundwater extractions shall be subject to the same provisions for inspection, accuracy and testing of meters and instrumentation by Zone 7 as is provided to Contractor in Section 10.

27. In-Lieu Treated Water

During periods when sufficient water is available to Zone 7 at reasonable cost and Zone 7 desires to raise or maintain groundwater levels, Zone 7 may offer delivery of treated **water at a reduced rate for Contractor's use in lieu of groundwater extracted pursuant to its Groundwater Pumping Quota ("In-Lieu Treated Water")**.

Zone 7 shall notify Contractor regarding the availability of In-Lieu Treated Water on or about May 1 of each calendar year, however, said rates may be retroactive for the entire calendar year or other mutually agreed upon portion thereof. Credit or payment for In-Lieu Treated Water will be as provided for under Section 31.

Contractor is not required to take or purchase any In-Lieu Treated Water. The amount of In-Lieu Treated Water that Contractor may receive shall not exceed its Groundwater Pumping Quota plus any accumulated carry-over or its operational capability to extract said Groundwater Pumping Quota and accumulated carry-over.

28. Water Delivery Shortage Emergency Extractions

During a water supply emergency, as declared by the Board, in which Zone 7 is unable to deliver the quantity of treated water as approved on the delivery schedule, and subject to approval by the Board, the Contractor may extract water from the Main Basin in excess of the Contractor's Groundwater Pumping Quota at a reduced recharge rate. Said rate shall be the same as the In-Lieu Treated Water rate.

E. CHARGES AND PAYMENT

29. Rate Schedule

The Board shall adopt and publish a rate schedule for charges levied pursuant to this Agreement, including each of the following:

- (a) Treated water rates
- (b) In-Lieu Treated Water
- (c) Water Connection Fees
- (d) Recharge fees

Each charge shall be based on the cost of providing service, and shall not be unreasonable, arbitrary, or discriminatory.

The Board shall review the proposed rates at a September Board meeting, with the goal of establishing the rate schedule no later than the November regular Board meeting prior to January 1 of the calendar year for which the rate schedule is to be effective. Notwithstanding, the rate schedule shall be adopted at least 60 days prior to it

becoming effective. Upon adoption the rate schedule will continue in full force and effect until modified or repealed by the Board. Such rates shall be developed with applicable laws and regulations, including the California Constitution.

30. Recharge Fee

In any calendar year, if Contractor exceeds its Groundwater Pumping Quota plus any accumulated carry-over, Contractor shall be assessed a Recharge Fee for each acre foot of water (or portion thereof) in excess of said amount. The Recharge Fee schedule shall be calculated to reflect the cost to Zone 7 of replenishing the Main Basin in the amount of the excess extraction, including but not limited to the cost to purchase or develop the water, as well as the cost to construct, maintain, and operate the facilities needed to import, distribute, store, treat, and recharge said water into the Main Basin for the benefit of each M&I Contractor.

The recharge fee shall be charged to Contractor in accordance with the rates included in the adopted rate schedule. Notwithstanding the foregoing, the Recharge Fee may be suspended by Zone 7 in the event that Zone 7 determines that other funding mechanisms are in place that adequately address the costs of replenishing groundwater in the Main Basin.

31. In-Lieu Treated Water Credit

Zone 7 shall include an In-Lieu Treated Water Rate in the adopted rate schedule. In any calendar year in which the Contractor has participated in In-Lieu Treated Water deliveries as set forth in Section 27, Zone 7 shall determine the amount of delivered treated water that should be charged at the adopted In-Lieu Treated Water rate. Zone 7 shall reconcile deliveries and credit or make payment to the Contractor the difference between the treated water rate and the In-Lieu Treated Water rate on or before May 1 of the calendar year following such deliveries.

Contractor acknowledges that any credits or payments received under this Section are received in-lieu of the Contractor's right to extract its Groundwater Pumping Quota, and Contractor agrees that its Groundwater Pumping Quota and any accumulated carry-over shall be reduced by an amount equivalent to the amount of In-Lieu Treated Water delivered by Zone 7 to Contractor for the year in which the delivery is made.

32. Payments and Invoicing

Contractor shall be invoiced on a calendar month basis for treated water deliveries, temporary treated water service, and recharge fees based on the data obtained pursuant to Sections 10 and 26. Contractor shall pay promptly all charges invoiced by Zone 7 for charges incurred in the preceding month and to become due and payable within 30 days from date of invoice.

If the Contractor in good faith disputes the accuracy of any invoice submitted pursuant to this Section, the Contractor will submit a notice to Zone 7 identifying the disputed cost within 15 days of receipt of the invoice. If the dispute is not resolved prior to the due date for that invoice, Contractor shall submit payment of the contested amount under protest.

If the parties resolve the dispute in a manner that recognizes a payment by the Contractor that exceeds what is required under this Agreement, the amount of the excessive payment will be reflected by Zone 7 as a credit against future payments due from the Contractor.

33. Delinquent Payments

In the event that Contractor is delinquent in the payment of invoiced charges for more than thirty (30) days after the due date, delinquent amounts shall accrue interest commencing on the due date and continuing each month thereafter until payment of both the principal amount of such charges and the interest thereon is paid in full. The annual rate of interest is equal to five percent (5%) plus the current Federal Reserve district of San Francisco Primary Rate in effect on the date the invoice becomes delinquent.

F. GENERAL PROVISIONS

34. Entire Agreement

This document constitutes the entire Agreement between the parties relative to the services specified above. The parties acknowledge and agree that there are no understandings, agreements, terms, or conditions with respect to the subject matter of this document except for those contained in this writing. Each person signing this Agreement represents and warrants that s/he has authority to enter into this Agreement on behalf of the party for whom s/he is signing.

35. Third Party Beneficiaries

No third-party beneficiaries are intended or created by this Agreement.

36. Dispute Resolution

The Parties agree to attempt in good faith to resolve all disputes informally. If agreed to by the Parties, alternate methods of dispute resolution, such as mediation, may be utilized.

37. Remedies

By reason of the specialized nature of the water service rendered, and for the further reason that the extent of any damage caused to either party by the other by reason of

any breach of this contract or agreement may be extremely difficult to determine, it is agreed by the parties hereto that an action for damages is an inadequate remedy for any breach, and that specific performance, without precluding any other remedy available in equity or law, will be necessary to furnish either party hereto with an adequate remedy for the breach thereof.

38. Severance

If a court or other tribunal of competent jurisdiction holds that any provisions of this Agreement are invalid, illegal or unenforceable, those provisions will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

39. Assignment

This contract is not for the benefit of any person, corporation or other entity, other than the parties hereto, and no person, corporation or other entity except the parties hereto, shall have any rights or interest in or under this contract unless otherwise specifically provided herein. Except as otherwise provided in this Agreement, Contractor shall not assign or transfer any rights or privileges under this contract, either in whole or in part, without the prior written consent of Zone 7, which consent shall not be unreasonably withheld, or make any transfer of all or any part of its water system, or allow the use thereof, in any manner whereby any provisions of this contract will not continue to be binding on it, its assignee or transferee, or such user of the system. This contract and the rights and responsibilities provided for herein shall be binding on the successors and assigns of the parties hereto.

40. Venue

The laws of the State of California shall govern the interpretation and enforcement of this Agreement, and venue shall be the Alameda County Superior Court.

41. Contract Modification

This contract may be amended or modified any time only by mutual written agreement of the parties.

42. No Guarantee of Water Supply

While Zone 7 will use its best efforts to meet Contractor demand, consistent with the requirements of Sections 6 and 7 of this Agreement, neither Zone 7 nor any of its officers, agents, or employees shall be liable to Contractor for damages, breach of contract claim, or otherwise associated with the failure, suspension, diminution, or other variations of service occasioned by any cause beyond the control of or without the negligence or willful misconduct of Zone 7. Such causes may include, but are not

restricted to, acts of God, acts of war, or criminal acts of others, acts of Contractor or M&I Contractors, water shortages, drought, regulatory constraints, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, or failure or breakdown of transmission or other facilities including but not limited to State Water Project facilities outside the Zone 7 service area.

43. Liabilities & Indemnification

In performance of this Agreement, each Party, its agents, employees, and contractors, shall act in an independent capacity and not as officers, employees, or agents of any other Party. No Party assumes any liability for the activities of any other Party in performance of this Agreement. Each Party shall be responsible for any adverse impacts to, or complaints from, its own customers that may result from the operation or performance of this Agreement, except as arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the other Party, their associates, employees, sub-consultants, or other agents.

Contractor assumes liability for treated water delivered under this Agreement when **water is delivered to the turnout or other connection point to Contractor's water** delivery system. Accordingly:

(a) Contractor shall indemnify, save and hold harmless Zone 7 and its officers, agents, and employees (**collectively, "Zone 7"**) from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water after such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims arising from the negligence or willful misconduct of Zone 7. Contractor shall further indemnify, save and hold harmless Zone 7 from any and all obligations, liability, **responsibility, costs, expenses, or fees associated in any way with any Contractor's** acquisition, delivery, or use of Alternate Supply pursuant to this Agreement.

(b) Zone 7 shall indemnify, save and hold harmless the Contractor and its officers, agents, and employees from damages or claims of damages associated with the control, carriage, handling, use, disposal, or distribution of treated water before such water has passed through the turnout facility, including but not limited to property damage, personal injury or death, except such claims by Zone 7 for costs of repair of Zone 7's facilities or other damages resulting from the operations of Contractor, or claims arising from the negligence or willful misconduct of Contractor.

44. Renewability

This contract may be renewed upon the mutual consent of the parties hereto. If no such renewal shall take place and in the absence of any new contract, Zone 7 shall nevertheless continue delivery to Contractor in accordance with this contract, that

48. Section Headings

Section headings in this contract are for convenience only and are not to be construed as a part of this contract or in any way limiting or amplifying the provisions hereof.

49. Waiver

None of these terms or conditions herein contained can be waived except by mutual written consent.

50. Contracts to be Substantially Similar

Zone 7 agrees that each contract for a Municipal & Industrial Water Supply hereafter entered into by Zone 7 with any other M&I Contractor shall be substantially similar to those herein set forth and shall not contain any provisions of a material nature more favorable to the other M&I Contractors than the provisions herein. This section shall not restrict Zone 7 from considering other terms and conditions for subsequent Municipal & Industrial Water Supply contracts provided that if such other terms and conditions are not substantially similar, Zone 7 shall notify all M&I Contractors and offer such other terms and conditions to each M&I Contractor. This section shall not limit Zone 7 from entering into other contracts for services not provided for under the terms and conditions of this contract.

G. CONTRACTOR-SPECIFIC PROVISIONS

51. Operational Coordination

Zone 7 and Contractor will make good faith efforts to cooperate with the Contractor on the operation of Zone 7 facilities related to the delivery of contracted water supply, including groundwater production.

52. Delivery Schedule Preliminary Approval

The Contractor shall submit its annual Preliminary Water Delivery Schedule pursuant to Section 11 to Zone 7 by July 15 of the year prior to the requested water delivery. Zone 7 will make good faith efforts to provide a preliminary assessment of the Contractor's Preliminary Water Delivery Schedule. Any preliminary assessment from Zone 7 is for information only and is subject to revision as set forth in Section 11.

IN WITNESS WHEREOF, the parties hereto and have executed this contract on the date and year first above written.

CITY OF PLEASANTON

ZONE 7 WATER AGENCY

BY _____
City Manager

BY _____
President, Board of Directors

ATTEST:

ATTEST:

BY _____
City Clerk

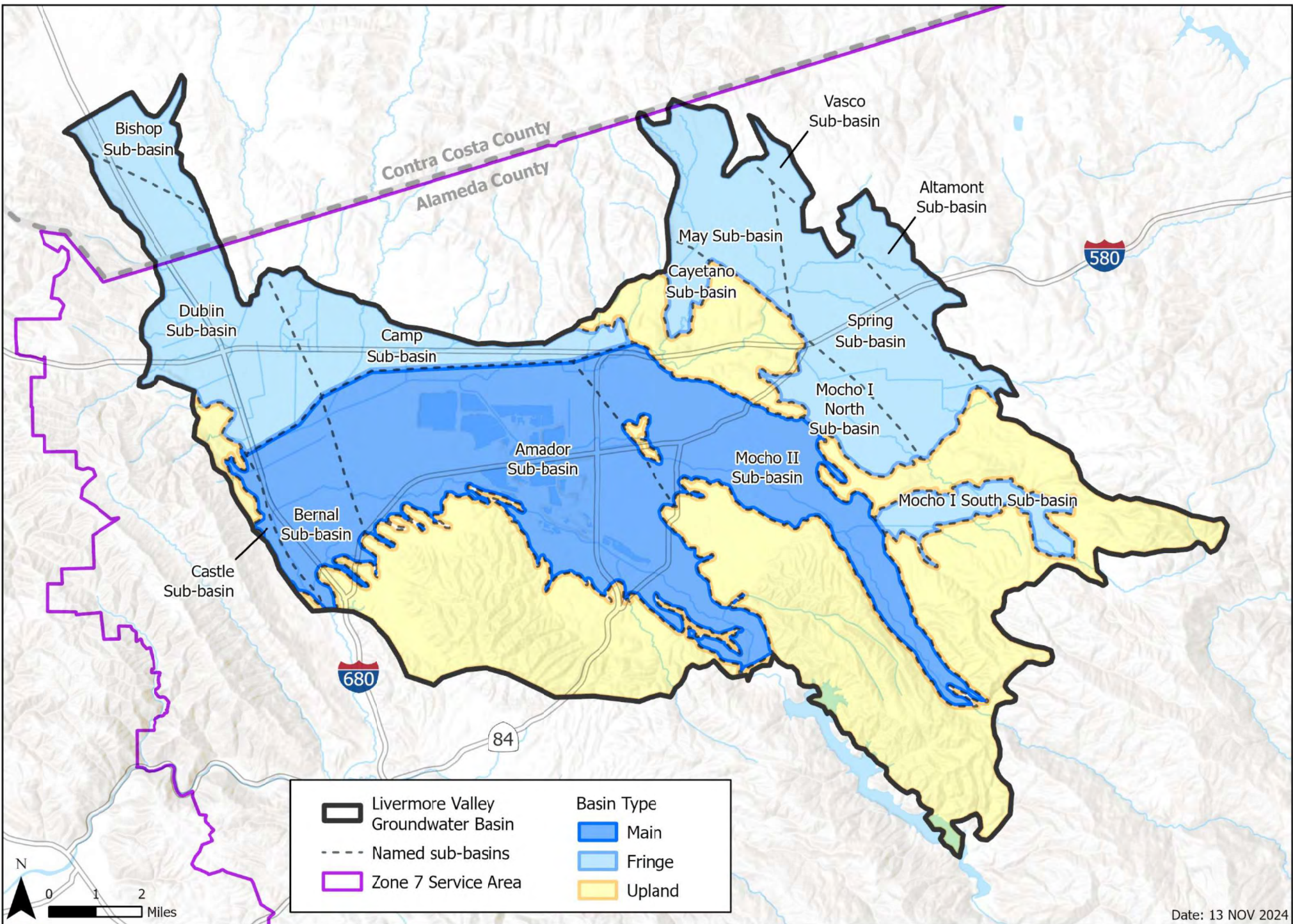
BY _____
Secretary

APPROVED AS TO FORM:

APPROVED AS TO FORM:

BY _____
City Attorney

BY _____
General Counsel

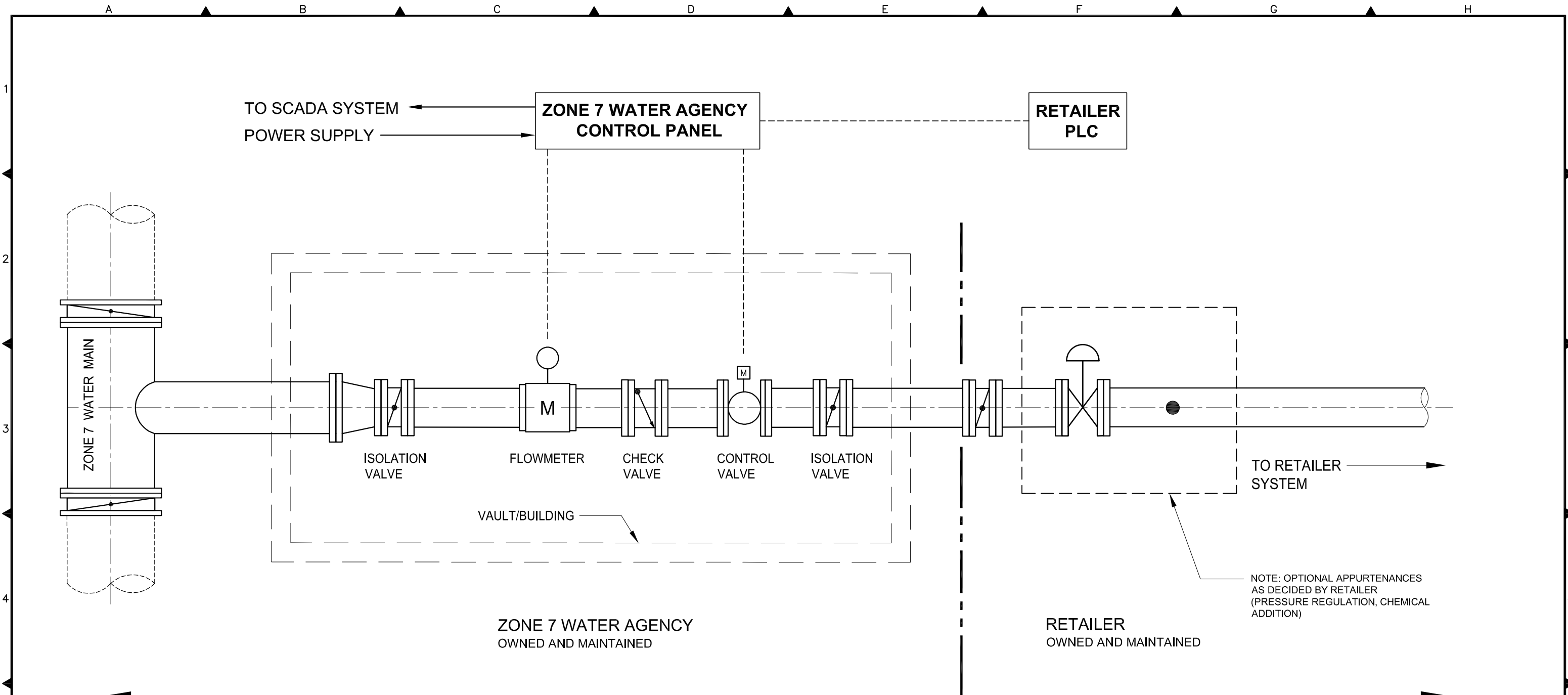


Date: 13 NOV 2024



Sources: Zone 7 Water Agency; ESRI; California Department of Water Resources, 2021 (California's Groundwater – Update 2020 (Bulletin 118))


Exhibit A - Livermore Valley Groundwater Basin



- GENERAL NOTES:
1. THIS PLAN DIAGRAM DOES NOT INCLUDE OTHER APPURTENANCES THAT ARE CRITICAL FOR THE FULL OPERATION OF A TYPICAL ZONE 7 TURNOUT. RETAILER SHALL WORK WITH ZONE 7 STAFF TO DEVELOP A COMPLETE SET OF CONSTRUCTION PLANS AND SPECIFICATIONS TO BE REVIEWED AND APPROVED BY ZONE 7 ENGINEERING.
 2. THE FLOW ELEMENT IS IN THE VAULT, AND THE TRANSMITTER SHOULD BE INSTALLED IN THE ZONE 7 PANEL.

REV	DATE	BY	Description

Designed
BW
Drawn
ESB
Checked
SS
Date
FEB 2026

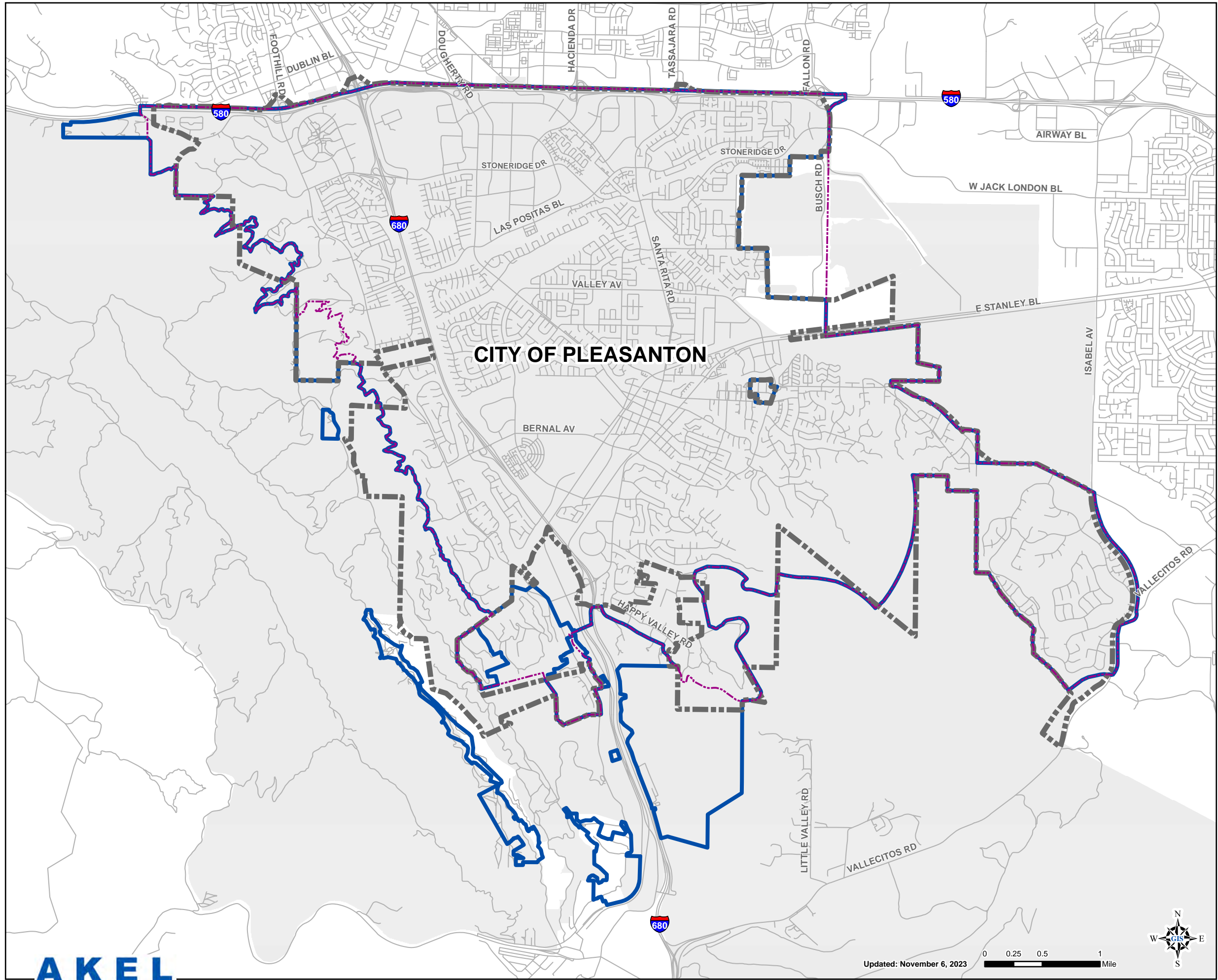


ZONE 7 WATER AGENCY
100 NORTH CANYONS PARKWAY
LIVERMORE CALIFORNIA, 94551

BAR IS ONE INCH AT FULL SCALE
0 1"
IF NOT ONE INCH SCALE ACCORDINGLY

ZONE 7 WATER AGENCY
Exhibit B
TYPICAL LAYOUT FOR ZONE 7 TURNOUT

SHEET NO.
1 OF 1
DRAWING NO.
FILE NO.
WC-306



Legend

Boundaries






-  Urban Growth Boundary
-  City Limits
-  Water Service Area
-  General Plan Area
-  Streets

Exhibit C
Contractor's Service Area



ORIGINATING SECTION: Groundwater
CONTACT: Colleen Winey/Ken Minn

AGENDA DATE: May 20, 2026

SUBJECT: Authorize and Direct the General Manager to Negotiate and Execute a Cooperating Agreement with the City of Pleasanton to Design, Construct, and Operate the Regional Groundwater Facilities Improvement Project – Phase II and Phase III

SUMMARY:

- To support the Mission to deliver safe, reliable, efficient, and sustainable water, Zone 7 Water Agency (Zone 7) partnered with the City of Pleasanton to evaluate the feasibility of developing a Regional Groundwater Facilities Project (the joint project) in the Bernal subbasin. This action supports Strategic Goal B – Reliable Water Supply and Infrastructure, Goal C – Safe Water, and Goal D – Groundwater Management. It is also to implement Strategic Plan Initiative #5 – Develop a diversified water supply plan and implement supported projects and programs, Initiative #9 – Implement the PFAS Management Strategy, and Initiative #11 - Manage the Groundwater Sustainability Agency and implement the Groundwater Sustainability Plan.
- Zone 7 has been exploring the Bernal subbasin to increase the groundwater production capacity to meet projected future demands. The City of Pleasanton has also been evaluating the installation of new groundwater wells to recover its annual Groundwater Pumping Quota (GPQ) of 3,500 acre-feet.
- If feasible, installing additional groundwater wells in the Bernal subbasin will enable Zone 7 to become more resilient to multi-year droughts by providing additional groundwater supply, operational flexibility, redundancy, and thereby increasing water supply reliability.
- When Zone 7 and the City of Pleasanton jointly develop the wells and the facilities, this joint effort will enable both parties to achieve significant cost savings through economies of scale, minimize the impact on the local community and environment, and gain operational efficiencies through integrated operations and centralized treatment.
- **Zone 7's existing infrastructure, including the distribution system and the water treatment facilities at the Hopyard wellfield, can be upgraded to integrate the new production wells into the existing system more cost-effectively and efficiently without the need to construct a new groundwater treatment facility.**

- Phase I of the project consisted of a Feasibility Study and Basis of Design Report (BODR), which were completed on December 31, 2025, and the findings were presented at the January 21 Board meeting. The preferred project was identified as the installation of two production wells, one in Tennis Community Park and one in Hansen Park in Pleasanton.
- The project is estimated to produce an average of 9,700 acre-feet (AF) of water per year, with 6,200 AF allocated to Zone 7 and 3,500 AF to Pleasanton. The total project cost is estimated at approximately \$42 million, with \$27 million allocated to Zone 7 and \$15 million allocated to Pleasanton. **Zone 7's** cost share is based on 64% of the wells and pipeline costs and 77% of the chlorination facility upgrades. Final costs will be determined during the design phase of the project. At this time, the estimated cost savings associated with the joint project are approximately \$7 million for Zone 7 and \$8 million for Pleasanton, compared to the City-Only alternative.
- At the April 21 City of Pleasanton Council Meeting, the Council approved City staff to proceed with a joint project with Zone 7. The next step is to finalize a draft agreement with Zone 7. This agreement will cover the design, construction, and operation of the new facilities.
- Zone 7 and Pleasanton staff negotiated the attached draft term sheet for Phase II (design and construction) and Phase III (operations) based on the completed Feasibility Study and the BODR. The draft term sheet is similar to the existing agreement between Zone 7 and the Dublin San Ramon Services District (DSRSD) for the production of **DSRSD's GPQ**. This draft term sheet was shared with the other retailers, and they are supportive of the project and the draft term sheet.
- Staff recommends that the Board authorize and direct the General Manager to negotiate and execute a cooperating agreement with the City of Pleasanton to design, construct, and operate the Regional Groundwater Facilities Improvement Project – Phase II and Phase III. The Pleasanton City Council will consider the agreement at a future meeting.

FUNDING:

Not applicable.

RECOMMENDED ACTION:

Adopt the attached Resolution.

ATTACHMENTS:

1. Final Joint Groundwater Facilities Project Draft Terms for Phase II and III (April 30, 2026)
2. Resolution

Final Joint Groundwater Facilities Project Draft Terms for Phase II and III

April 30, 2026

1. Project Description

- a. Purpose - Design, construct, and operate new groundwater supply facilities in the Bernal subbasin to increase Zone 7's groundwater production capacity for Municipal & Industrial (M&I) Water Supply and to deliver the City's groundwater production quota (GPQ).
- b. Scope
 - i. General – Design and construct new groundwater wells at Tennis Park and Hansen Park, design and construct new raw groundwater pipelines from these wells to the Zone 7 Hopyard Chloramination Facility, and design and construct upgrades to the Zone 7 Hopyard Chloramination Facility for increased capacity. Zone 7 is to operate new groundwater supply facilities as part of its overall water supply system and deliver the City's GPQ through existing turnouts to the City.
 - ii. Basis of Design - As defined in the Regional Groundwater Facilities Project Feasibility Study, December 2025 by LSCE including Appendix J - Basis of Design Report (BODR).
 - iii. Exclusions – Any other exclusive improvements to Zone 7's water supply system and/or the City's distribution system are the sole responsibilities of the respective agencies and are excluded from the scope of this Project.

2. Production Capacity

- a. The production capacity design criteria for the new joint wells are as follows:

Basin Condition	Production Capacity	Tennis Park	Hansen Park	Total
Drought Years	Facility Flow Rate (MGD)	4.9	4.9	9.8
	Annual Production (AFY)	4,100	4,100	8,200
Average Years	Facility Flow Rate (MGD)	6.1	5.5	11.6
	Annual Production (AFY)	5,100	4,600	9,700
Wet Years	Facility Flow Rate (MGD)	7.3	6.1	13.4
	Annual Production (AFY)	6,200	5,100	11,300

Notes:

1. Annual production capacity assumes a 75% run time consistent with Zone 7 reliability goals.

- b. The production capacity design criteria for the Hopyard Chloramination Facility are as follows:

Basin Condition	Production Capacity	New Joint Wells	Zone 7		Total All Wells
			Hopyard 6 Well	Hopyard 9 Well	
Drought Years	Facility Flow Rate (MGD)	9.8	4.9	1.3	16
	Annual Production (AFY)	8,200	4,100	1,100	13,400
Average Years	Facility Flow Rate (MGD)	11.6	5.4	1.4	18.4
	Annual Production (AFY)	9,700	4,500	1,200	15,400
Wet Years	Facility Flow Rate (MGD)	13.4	5.8	1.6	20.8
	Annual Production (AFY)	11,300	4,900	1,300	17,500
Notes:					
1. Annual production capacity assumes a 75% run time consistent with Zone 7 reliability goals.					

c. The following capacity rights from the new joint wells and Hopyard Chloramination Facility are reserved for the City regardless of the actual constructed total capacity of the facilities and under all basin conditions:

- i. Annual production – 3,500 AFY (consistent with City’s GPQ)
- ii. Max day production – 6.2 MGD (consistent with a max day to annual production factor of 2.0)

3. Design and Construction Phase

- a. Lead Agency - Zone 7 shall act as the lead agency and be responsible for all tasks necessary for the successful design and construction of the Project, with the exception that the City will lead community outreach.
- b. Consultant/Contractor Services - Tasks requiring consultant/contractor services, including the contracting agency and estimated budgets, are summarized below:

Consultant/Contractor Services	Contracting Agency	Budget
Detailed Design	Zone 7	\$X
CEQA	Zone 7	\$X
Permitting (including that required by City)	Zone 7	\$X
Bid Period	Zone 7	\$X
Construction	Zone 7	\$X
Construction Management	Zone 7	\$X
Community Outreach	City	\$X
Other	To Be Determined	\$X
Total		\$42.3 mil

- i. The contracting agency will be responsible for the solicitation of consultant/contractor services including the preparation of requests for proposals/bids. The partnering agency will be given the opportunity to review, comment, and approve all requests for proposals/bids prior to issuance.
 - ii. Evaluation and selection of consultant/contractors will be made by an equal number of members from each agency.
 - iii. The contracting agency shall obtain approval from the partnering agency's governing body prior to entering into agreements and prior to issuing amendments / change orders that exceed the allowance / contingency included in the original approval.
- c. Cost Share - The City and Zone 7 shall proportionally share the costs of consultant and contractor agreements, including appropriate change orders relevant to the Project that are approved by both agencies, for the design and construction phase based on the City's GPQ versus the Project's annual production capacity for average year basin conditions as summarized below:

Facilities	Annual Production (Avg Year Basin Conditions)	City		Zone 7 Cost Share
		GPQ	Cost Share	
Joint Wells and Raw Groundwater Pipelines	9,700 AF	3,500 AF	36%	64%
Hopyard Chloramination Facility	15,400 AF	3,500 AF	23%	77%

- i. The City’s cost share percentage shall not be increased from that shown even in the event constructed production capacities are less.
 - ii. Each agency shall be solely responsible for the costs associated with self-performing tasks including project management, consultant management, and review of deliverables.
- d. Billing and Payment - The contracting agency will invoice the partnering agency quarterly for its cost share of direct consultant/contractor costs incurred in the prior three months. Each invoice will include supporting documentation and a budget summary by agreement and task that include budget, expenses to date, and percent expended vs. percent complete. Payments will be remitted within 60 days of the invoice date. After 60 days, the invoice will accrue interest at a rate of 10 percent per annum.
- e. Project Deliverables - Each agency will be given the opportunity to review, comment, and approve all Project deliverables, including any potential changes in Project scope.
- f. Ownership of Work - All reports, work data, plans, drawings, specifications, designs, photographs, images, works of authorship and all other documents completed or partially completed by consultants in the performance of this Agreement shall become the ownership of both the City and Zone 7 and may be used by both parties for purposes outside this agreement.
- g. Delivery of City GPQ - During the design and construction phases and until the Project is operational, Zone 7 shall supply the City’s GPQ and associate max day supply under the terms and costs of the M&I Water Supply Contract. The Parties acknowledge that the Target Project Operational Date in Section 5 is an estimate. If the Project does not achieve operation on or before the Target Project Operational Date due to the fault of Zone 7, except to the extent caused by an Act of God or external factors that could not have been reasonably anticipated or prevented through the exercise of reasonable diligence, then for the period following the Target Project Operational Date and ending when the Project achieves operation, the cost of supplying the City’s GPQ shall be reduced to the In-Lieu Treated Water Rate. Once the Project becomes operational, the City’s GPQ shall be supplied by Zone 7 per the costs outlined in Section 4.d.

- h. Design Phase Off-Ramp - Either agency may elect to discontinue participation in the Project prior to construction by providing at least ninety (90) days' written notice.
 - i. Reasons to discontinue may include, but are not limited to, material changes in scope, cost, schedule, or regulatory requirements, inability to secure required funding or approvals, or determination that continuation is not in the best interest of the agency.
 - ii. Upon receipt of such notice, each agency will cooperate in good faith to wind down design activities and minimize costs. Each agency will be responsible for its respective share of Project costs incurred or contractually committed through the effective date of the Off-Ramp.
- i. Funding Coordination
 - i. If either agency seeks funding (such as through the California Drinking Water State Revolving Fund, grant or bonds), both agencies agree to cooperate to ensure that the Project's design, permitting, procurement, construction contract requirements, and schedule support eligibility and compliance with all applicable funding program requirements.

4. Operational Phase

- a. Ownership, Operations, and Maintenance - Zone 7 shall own, operate and maintain Project in accordance with all regulatory requirements and accepted professional standards, and shall bear all associated costs and liabilities.
- b. Land Use – The use of City land for Zone 7 ownership, operation, and maintenance of Project will be by permanent easement. In obtaining permanent easement, Zone 7 shall comply with the requirements of the Public Park Preservation Act of 1971 (Public Resources Code, sections 5400 - 5409).
- c. Delivery of City GPQ
 - i. The City's GPQ is contractually allocated under the M&I Water Supply Contract and will remain so through renewals.
 - ii. The City will annually submit a delivery schedule for use of the City's GPQ. The submittal will be made in combination with its delivery schedule for M&I Water Supply and be on forms provided by Zone 7. The delivery schedule for use of the City's GPQ, as a whole or in part, will include a 5-year lookout and include anticipated (1) monthly supply, (2) maximum day supply, and (3) use of any GPQ roll-over.
 - iii. The City reserves the right, at its sole discretion, to satisfy its annual GPQ, in whole or in part, using sources external to this Project. The exercise of this right shall not constitute a breach of this Agreement or result in any penalties, surcharges, or reductions in the City's entitlements hereunder.
 - iv. Zone 7 shall deliver the City's GPQ per the delivery schedule. Delivered water shall be of a quality that complies with the requirements for Drinking Water of

the California State Water Resources Control Board's Division of Drinking Water and the United States Environmental Protection Agency.

- v. Zone 7 may operate other water supply facilities and use other water sources, including treated surface water, to meet and deliver the City's GPQ. Zone 7 acknowledges that during certain times of the year the City may request an increased proportion of groundwater in deliveries to the City's turnouts to support water quality management within the City's distribution system. During such periods, Zone 7 shall use all reasonable efforts to accommodate the City's requested groundwater blend, to the extent feasible and consistent with Zone 7's overall system operations, regulatory requirements, and operational constraints.

d. Cost-sharing

- i. The City and Zone 7 shall share annual operation and maintenance costs on a pro rata basis based on delivered GPQ. The following elements shall serve as the basis for operation and maintenance costs.
 - 1. Well Facilities and Raw Groundwater Pipelines: Labor, material/supplies, and power.
 - 2. Hopyard Chloramination Facility: Labor, chemicals, material/supplies, and power.
 - 3. In the event that the Project facilities are not operated up to the City's GPQ delivery amount, and Zone 7's other facilities are used to deliver a portion of the City's GPQ, the approximate unit cost of water production for the Project facilities will be used.
 - 4. Zone 7 will true up the actual costs and adjust the charges accordingly on an annual basis.
- ii. Water will be measured and recorded as follows:
 - 1. Turnouts: The total volume measured at all City turnouts equals the total volume supplied to the City for both its GPQ and M&I Water Supply. Since GPQ and M&I Water Supply are a combined delivery that cannot be separately metered, it will be assumed that the volume of water included in the City's GPQ delivery schedule equals the volume of GPQ supplied and all excess volume is Municipal & Industrial Water Supply.
 - 2. Wells: The total volume measured from Tennis Park and Hansen Park well facilities equals the total volume of pumped groundwater. The City's GPQ volume versus this total volume of pumped groundwater equals the City's proportional share factor for Well Facilities and Raw Groundwater Pipelines O&M costs.
 - 3. Hopyard Chloramination Facility: The total volume measured from the effluent of the facility equals the total volume of treated groundwater (including from non-Project wells). The City's GPQ volume versus this

total volume equals the City's proportional share factor for Hopyard Chloramination Facility O&M costs.

e. Billing and Payment

- i. Zone 7 will provide a provisional GPQ cost rate for the next calendar year, based on budgeted costs and projected cost share proportions.
- ii. Zone 7 will bill the City monthly for the delivered GPQ. The City will remit payment within 60 days from the invoice date. After 60 days, the invoice will accrue interest at a rate of 10 percent per annum.
- iii. Zone 7 will reconcile the provisional cost rate vs. the audited actual cost rate after each calendar year to account for variances between projected and actual costs and cost share proportions. Differences will be credited or debited on the next regular billing.

f. Repair, Replacement, and Enhancement

- i. Repair, replacement, and/or enhancement of Project facilities may be required over time to address aging equipment or meet changing regulations. These activities go beyond the scope and cost magnitude of typical maintenance and may require studies/assessments, environmental documentation, design, and construction services to implement.
- ii. Zone 7 will be solely responsible for identifying and implementing such repair, replacement, and enhancement needs as described in the above paragraph 4.f.i.

5. Project Budget and Schedule

- a. Zone 7 will develop a budget and schedule for the Project with a target operational date of December 28, 2029. The City will provide review comments to the initial budget and schedule for incorporation by Zone 7. Zone 7 will provide monthly updates to the budget and schedule.

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO. 26-

INTRODUCED BY DIRECTOR
SECONDED BY DIRECTOR

Regional Groundwater Facilities Improvement Project
Phase II Cooperating Agreement

WHEREAS, **in support of Zone 7 Water Agency's (Zone 7's) mission to deliver safe,** reliable, efficient, and sustainable Water, Zone 7 is partnering with the City of Pleasanton (City) on a Joint Regional Groundwater Facilities Project, which supports Goal B – Reliable Water Supply and Infrastructure, Goal C – Safe Water, and Goal D – Groundwater Management. It is also to implement Strategic Plan Initiative #5 – Develop a diversified water supply plan and implement supported projects and programs, Initiative #9 – Implement the PFAS Management Strategy, and Initiative #11 - Manage the Groundwater Sustainability Agency and implement the Groundwater Sustainability Plan; and

WHEREAS, a feasibility study (Project Phase I) was conducted to evaluate the feasibility of the project including costs for each party, groundwater sustainability, water quality, and mobilization of known PFAS concentrations, and a preferred project was identified as the installation of two production wells, one in Tennis Community Park and one in Hansen Park in Pleasanton; and

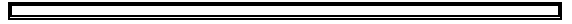
WHEREAS, Zone 7 has an existing agreement to produce a Groundwater Pumping Quota (GPQ) for the Dublin San Ramon Services District and a similar agreement between Zone 7 and the City of Pleasanton will be structured for the City to contribute a proportional amount of capital corresponding to the GPQ and pay for actual costs of producing the GPQ, and Zone 7 will own and operate the wells and facilities when complete.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District hereby authorize and direct the General Manager to negotiate and execute a cooperating agreement with the City of Pleasanton to design, construct, and operate the Regional Groundwater Facilities Improvement Project – Phase II and Phase III.

ADOPTED BY THE FOLLOWING VOTE:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on May 20, 2026.

By: _____
President, Board of Directors



AYES:

NOES:

ABSENT:

ABSTAIN:



ORIGINATING SECTION: Administration
CONTACT: Osborn Solitei

AGENDA DATE: May 20, 2026

SUBJECT: Board of Directors Compensation and Expense Reimbursement Policy

SUMMARY:

- The proposed action is in support of Strategic Plan Goal F – Effective Operations: Provide the Agency with effective leadership, administration and governance.
- The Board of Directors Compensation and Expense Reimbursement Policy was last updated on June 16, 2021, by Board approval of Resolution No. 21-50. The current policy is attached. Zone 7 practice is to review policies approximately every five years and recommend revisions or reaffirm policies.
- **The 2021 update clarified the definition of “meetings” to ensure fair and appropriate compensation for attendance at Zone 7 meetings, as well as non–Zone 7 conferences, seminars, and trainings that are relevant to and benefit the Agency, and to maintain consistency with the County of Alameda Manual of Accounting Policies and Procedures (MAPP) and subsequent updates.**
- The update also expanded pre-approvals to include attendance at 13 City, local, regional, and state legislative meetings; conferences, seminars, and trainings for 22 organizations of which Zone 7 is a member; and meetings with state agencies related to the State Water Project. In addition, the update authorized compensation for Director attendance at staff-organized briefings and trainings.
- Staff has reviewed the policy and finds that it is functioning effectively. It allows Directors to be compensated for attendance at local, regional, and state meetings, webinars, and **events to represent Zone 7’s interests and to participate in continuing education** related to the State Water Project, as well as water and flood management topics. Reference to the Los Vaqueros Reservoir has been removed, as it has since been dissolved.
- This report was presented to the Administrative Committee on April 30, 2026. The Committee recommended that the report be submitted to the next regular Board meeting for consideration and approval.

FUNDING:

N/A

RECOMMENDED ACTION:

Adopt the attached Resolution.

ATTACHMENT:

Zone 7 Board of Directors Compensation and Expense Policy

ZONE 7
ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO. 26-

INTRODUCED BY DIRECTOR
SECONDED BY DIRECTOR

Amendment to the Zone 7 Board of Directors
Compensation and Reimbursement Policy

WHEREAS, **the Zone 7 Water Agency ("Zone 7") Board of Directors Compensation and Expense Reimbursement Policy** establishes guidelines for compensation and reimbursement of expenses incurred by Directors in the performance of their official duties; and

WHEREAS, the proposed action is in support of Strategic Plan Goal F – Effective Operations: Provide the Agency with effective leadership, administration and governance; and

WHEREAS, on March 15, 2006, the Zone 7 Board of Directors adopted the "Zone 7 Board of Directors Compensation and Expense Reimbursement Policy" as required by Assembly Bill 1234 (AB 1234); and

WHEREAS, the policy was last updated on June 16, 2021, through adoption of Resolution No. 21-50 to clarify **the definition of "meetings" to ensure fair and appropriate** compensation for attendance at Zone 7 meetings, as well as non-Zone 7 conferences, seminars, and trainings that are relevant to and benefit the Agency, and to be consistent with the County of Alameda Manual of Accounting Policies and Procedures (MAPP) and its subsequent updates; and

WHEREAS, Zone 7's standard practice is to periodically review its policies, approximately every five years, to ensure continued relevance, compliance, and alignment with best practices; and

WHEREAS, the policy provides for appropriate pre-approval of attendance at certain meetings, conferences, and trainings, **allowing Directors to effectively represent Zone 7's** interests and participate in continuing education related to the State Water Project and water and flood management issues; and

WHEREAS, the attached policy is consistent with the 2021 approved policy and it is functioning effectively.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District does hereby approve Amendment No. 5 to the Zone 7 Board of Director Compensation and Expense Reimbursement Policy as set forth in the attached proposed policy; and

BE IT FURTHER RESOLVED that the General Manager is authorized to implement and administer the policy and to make non-substantive revisions as necessary to carry out the intent of this Resolution; and

BE IT FURTHER RESOLVED that this Resolution shall become effective July 1, 2026, and the policy shall be subject to periodic review, generally within five years, or as otherwise directed by the Board.

ADOPTED BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on May 20, 2026.

By: _____
President, Board of Directors



POLICY AND PROCEDURE

POLICY TITLE: Director Compensation & Expense Reimbursement Policy	NUMBER: 2021-02	PAGE: 1 of 6
APPROVED BY: Zone 7 Board	REVISION: 5	EFFECTIVE DATE: July 1, 2021

I. POLICY

The purpose of this policy is to establish guidelines for the Zone 7 Board of Directors compensation and expense reimbursement for travel and related expenses incurred in the performance of their official duties in accordance with Water Code Section 20200, et seq., and declare that each director shall exhibit good judgement in the matter of travel and incidental expenses submitted to the Agency for reimbursement. The members of the Board of Directors will fully comply with the provisions of the following "Policy on Directors' Compensation and Expense Reimbursement."

II. COMPENSATION

Notwithstanding other sections of this Policy, Board Member compensation for attendance virtual or in person meetings, events or activities as described in Section II A through F shall be allowed for one (1) meeting per day for up to a total of ten (10) days in any calendar month irrespective of the number of days which he or she attends a meeting.

The amount of compensation paid to Board Members for attendance at each meeting shall be reviewed on a biennial basis. The amount of compensation shall be established in accordance with the provisions of Water Code Section 20200, et seq., and shall be adopted by ordinance.

Board members will be compensated for attendance, virtual or in person at each board-approved meeting, event, and activities as described as follows:

A. Zone 7 Meetings

A Director may receive compensation for regular board meetings, special board meetings, or committee meetings, or otherwise provides service as a Director at the request of the Board. Attendance shall be considered service rendered at the request of the Board and shall not require specific pre-approval by the Board.

B. Required Trainings

A Director may receive compensation for attendance at training programs which are required by law (e.g., ethics training and sexual harassment prevention training). Attendance shall be considered service rendered at the request of the Board and shall not require specific pre-approval by the Board.

C. Non-Zone 7 Meetings

A Director may receive compensation for attendance at meetings, events, or functions held by Zone 7 Retailers, civic, business, or nonprofit organizations, local, regional, statewide or federal public officials or agencies, and regulatory bodies and their committees on topics related to the water industry, water policy, or other issues that could impact Zone 7. Attendance shall be considered service rendered at the request of the Board and shall not require specific pre-approval by the Board. Meetings, events, or functions include and are not limited to:

1. City of Livermore City Council Meetings
2. City of Livermore Chamber of Commerce Meetings
3. City of Livermore Community Meetings and Events
4. City of Pleasanton City Council Meetings
5. City of Pleasanton Chamber of Commerce Meetings
6. City of Pleasanton Community Meetings and Events
7. City of Dublin Chamber of Commerce Meetings
8. Dublin San Ramon Services District Board Meeting
9. Dublin San Ramon Services District Board Community Meeting and Events
10. California Water Service Meeting and Events
11. Tri-Valley Liaison Committee Meetings
12. Alameda County
13. California State Assembly and Senate Meetings

D. Conferences, Seminars and Trainings

Each member of the Board of Directors is encouraged to participate in activities and organizations which, in the judgment of the Board, further the interests of Zone 7. Board Members may receive compensation for attending meetings, events, or activities, including and not limited to conferences, seminars, educational events, regional and committee meetings and trainings located in the State of California (unless otherwise noted below) held by agencies and organizations which Zone 7 is a current member to. Attendance shall be considered service rendered at the request of the Board and shall not require specific pre-approval by the Board. Below is a current list of organizations which Zone 7 is a member to:

1. Association of California Water Agencies (ACWA)

2. Association of California Water Agencies Joint Powers Insurance Authority (ACWA/JPIA)
3. Delta Conveyance Design and Construction Joint Powers Authority (DCA), unless the Director is being compensated by the DCA
4. Delta Conveyance Finance Authority, unless the Director is being compensated by the Delta Conveyance Finance Authority
5. Alameda County Special Districts Association (ACSDA)
6. American Water Works Association (AWWA)
7. American Water Works Association California-Nevada Section (AWWA CA-NV Section) located in the States of California and Nevada
8. CalDesal
9. California Special Districts Association (CSDA)
10. California Water Efficiency Partnership
11. East Bay Leadership Council
12. Floodplain Management Association
13. Groundwater Resources Association
14. National Ground Water Association, Inc.
15. Water Education Foundation
16. Water Research Foundation
17. The WaterReuse Association
18. Sites Reservoir
19. State of California Department of Water Resources
20. State of California Water Commission
21. State of California Water Resources Control Board
22. State of California Delta Stewardship Council

Note: Future memberships and associations will be approved by the Board through the Budget process.

E. Staff Organized Meetings

A Director may receive compensation for attendance at an orientation, educational activity, and briefing organized by Zone 7 staff (e.g., Board orientation, Board Member training, site visits to regional water or District-owned facilities, special briefings with the General Manager or Executive Staff). Attendance shall be considered service rendered at the request of the Board and shall not require specific pre-approval by the Board.

F. Meetings or Events Permitted Upon Board Approval

Compensation for meetings, events, and activities not described in Sections II. A through E must be approved by the Board in advance of the meeting to be considered service rendered at the request of the Board. Compensation and reimbursement of related expenses must be specifically authorized by the Board.

III. EXCEPTION TO BOARD APPROVAL IN ADVANCE OF A MEETING

Situations may arise where Board approval in advance of a meeting is not possible due to **insufficient notice of a meeting or event or other circumstances reasonably beyond a Director's** control. Notwithstanding anything to the contrary contained herein, in the event there is insufficient time to comply with the Board approval process for attendance at meetings events or activities as set forth in Section II. F., Directors may choose to attend such meetings at **their own cost and seek the Board's approval thereafter**. After such attendance, Directors shall at the next regularly scheduled meeting of the Board, request Board approval for compensation and reimbursement in conformity with the procedures set forth in Section V herein together with a detailed explanation as to why compliance with the Board approval process was not feasible. The Board shall have the right to reject any post-attendance request **if the failure to obtain approval in advance was a result of a Director's negligence or willful** failure to submit his or her request in a timely manner or if the meeting was deemed not to further the interests of Zone 7.

IV. REGISTERING FOR TRAINING OR CONFERENCES

A Director will make requests to attend a non-Zone 7 meeting, training, or conference to the Executive Secretary. Payment for conferences, trainings, or other non-Zone 7 events described in Section II are paid by Zone 7 through Alameda County Auditor-**Controller's Office**. Zone 7 will not reimburse a Director for training or conference registration fees except as described in Section III. The Directors are responsible for determining their eligibility for compensation and reimbursement of related expenses as per section II.

V. REIMBURSEMENT OF BOARD MEMBER EXPENSES

Board Members shall be entitled to reimbursement for meals, lodging, and travel expenses incurred while attending a meeting, event or activity pursuant to Section II and in accordance with the Alameda County Manual of Accounting Policies and Procedures (MAPP). Note that the Board approves a total travel budget for all directors, rather than for individual directors, each year as part of the budget process.

A. Reasonable, Necessary, and Actual Expenses

The Directors may receive reimbursement for reasonable, necessary, and actual travel and/or incidental expenditures incurred in the performance of official duties and upon proper submittal of a Travel Expense Reimbursement Claim and supporting documentation in conformance with this policy and MAPP.

B. Reimbursement Procedure

All requests for reimbursement for reasonable, necessary, and actual expenses incurred while performing official duties shall be submitted to the General Manager (or designee)

within 45 days of when the expenses were incurred or expenditures made, unless circumstances warrant otherwise. Requests for reimbursement and accountings will be submitted, on a Travel Expense Reimbursement Claim form provided by the Alameda County Auditor-**Controller's Office and must be accompanied by receipts evidencing each** expense or other documentation deemed satisfactory by the Alameda County Auditor-Controller. All out-of-pocket expenses must be supported by proof of payment.

C. Review and Approval

The principal responsibility for compliance with this policy rests with each Director. The General Manager, or designee, shall review all expenses submitted for reimbursement to determine conformance with this policy prior to approving payment. When necessary, reasonable discretion in approving reimbursements related to unusual circumstances may be exercised that are not in strict accordance with this policy but are necessary and prudent and were incurred in performance of official duties while furthering the interests of Zone 7. If a Director disagrees with the determination, the Director submitting the expenses for reimbursement shall make a request at a Board meeting, not later than 60 days after the day for which reimbursement is requested, to schedule an agenda item to review the determination at a future regular Board meeting. The submittal of a travel expense claim by a Director shall be deemed a representation by that Director that the request, in the exercise of his or her judgment, complies with the terms of this policy and MAPP, that any required approval of the Board was obtained at a Board meeting in advance of the activity or event, that any required written report has been submitted at the next Board meeting following the activity or event, and that the Director has considered any issues that the General Manager or designee has identified. If the matter is referred to the Board of Directors, the Board shall approve the travel expense claim unless the Board believes it substantially deviates from this policy.

VI. BOARD MEMBER REPORTS

Members of the Board of Directors shall provide brief written reports or presentations (less than five minutes) on meetings, events or activities attended at the expense of Zone 7 at the next regular Board of Directors meeting. Ideally, such reports should contain a summary of meetings attended and specific lessons learned with appropriate references so that other Directors and staff can obtain additional information on the meeting, event or activity.

VII. ADMINISTRATION

The General Manager, or designee, shall administer this policy and shall institute appropriate accounting and control procedures to ensure compliance of the policy.

This policy shall be adopted by resolution of the Board and shall be subject to review and revision every five (5) years.

HISTORY

Date	Action	Resolution
March 15, 2006	Originally adopted	06-2858
November 15, 2006	Amended	07-2955
March 16, 2011	Amended	11-4069
June 20, 2012	Amended	12-4203
June 16, 2021	Amended	21-50
May 20, 2026	Amended	26-XX

ZONE 7 BOARD OF DIRECTORS
SUMMARY NOTES OF THE WATER RESOURCES COMMITTEE

April 28, 2026
3:00 p.m.

Directors Present: Sandy Figuers
Laurene Green
Sarah Palmer

Staff Present: Valerie Pryor, General Manager
Osborn Solitei, Treasurer/Assistant General Manager – Finance
Ken Minn, Water Resources Manager
Colleen Winey, Acting Senior Geologist
Michelle Parent, Water Resources Technician
Donna Fabian, Executive Assistant/Board Secretary

1. Call Meeting to Order

Director Green called the meeting to order at 3:23 p.m. Director Palmer arrived at 3:30 p.m.

2. Public Comment on Items Not on the Agenda

There was no public comment.

3. **Recommended Amendments to Zone 7's Onsite Wastewater Treatment System**
Permitting Requirements

Ken Minn, Water Resources Manager, introduced the item and provided background on the **need to update Zone 7's onsite wastewater treatment system (OWTS) permitting requirements** to align with current State laws and Alameda County permitting practices. He explained that recent legislation allowing ministerial lot splits and increased housing density has created **inconsistencies between Zone 7's existing requirements and County approvals, resulting in confusion for applicants. Staff's objective is to maintain** groundwater quality standards while reducing regulatory conflicts.

Michelle Parent, Water Resources Technician, presented follow-up information and reported on completed action items to the August 2025 Water Resources Committee discussion. She **reviewed Zone 7's OWTS program, including its role in regulating nitrogen loading to protect** groundwater quality in the Upper Alameda Creek Watershed, and summarized existing policies established **through prior resolutions and the Nutrient Management Plan. She outlined staff's** evaluation of current requirements, including minimum lot size, nitrogen loading limits, and variance language, as well as coordination with Alameda County's Environmental Health Department and Planning Department.

Ms. Parent presented mapping and analysis of septic tank density, nitrate plumes, and areas of high nitrate concern within the groundwater basin and discussed **staff's recommended** updates. These include replacing the existing five-acre minimum lot size requirement with proportional nitrogen loading limits for smaller parcels, maintaining current groundwater protection standards, clarifying variance language to require that projects not increase nitrogen concentrations, and updating provisions related to wastewater treatment plants to require Zone 7 Board approval where applicable.

The Committee discussed the proposed amendments, with Director Figuers raising concerns regarding long-term cumulative impacts of increased density, particularly in relation to groundwater flow, geology, and the potential for nitrate migration over time. Director Green and Director Palmer asked clarifying questions regarding regulatory triggers, monitoring, and **the Agency's ability to limit future development if groundwater conditions worsen. Staff** explained that existing controls include cumulative loading limits, setback requirements, coordination with Alameda County Environmental Health for system design and monitoring, and requirements to connect to public sewer where feasible. Staff also noted that advancements in septic system technology provide improved treatment compared to legacy systems, and that additional planning efforts, including a future basin-wide water quality management plan, will further address emerging concerns.

The Committee recommended forwarding the proposed amendments to the full Board for consideration at the June Board meeting.

4. Adjournment

Director Green adjourned the meeting at 4:08 p.m.

ZONE 7 BOARD OF DIRECTORS
SUMMARY NOTES OF THE ADMINISTRATIVE COMMITTEE

April 30, 2026
3:00 p.m.

Directors Present: Dawn Benson
Sarah Palmer

Directors Absent: Sandy Figuers

Staff Present: Valerie Pryor, General Manager
Osborn Solitei, Treasurer/Assistant General Manager – Finance
Shelisa Jackson, Human Resources Manager
Donna Fabian, Executive Assistant/Board Secretary

1. Call Meeting to Order

Director Palmer called the meeting to order at 3:15 p.m.

2. Public Comment on Items Not on the Agenda

There were no public comments.

3. Proposed Board of Directors Compensation and Expense Reimbursement Policy

Osborn Solitei, Treasurer/Assistant General Manager – Finance, presented the item, noting that the Board of Directors Compensation and Expense Reimbursement Policy was last updated in 2021 and is due for its five-year review. He stated that staff reviewed the existing policy and found that it continues to work well, with no substantive changes recommended.

Director Palmer recommended removing Los Vaqueros from the list of approved entities. She also sought clarification regarding attendance at events such as Water Education Foundation tours that may extend beyond California. Valerie Pryor, General Manager, explained that if the event is included in the policy and originates within California, prior Board approval would not be required; however, if the event begins out of state, Board approval would be necessary.

Following discussion, the Committee supported the proposed update to remove Los Vaqueros from the policy and recommended forwarding the item to the full Board for consideration.

Adjournment

Director Palmer adjourned the meeting at 3:21 p.m.

Palmer May Report 2026

Water Education Foundation (WEF) Tour of the Central Valley

WEF set up a bus tour of the San Joaquin Valley. we visited farms, reservoirs, aqueducts, and mitigation areas. Throughout, we were given lectures on SGMA (Sustainable Groundwater Management Act) highlighting the various responses and demands of the Act in the Central Valley. Unlike Zone 8 which had an easy road to becoming a Groundwater Sustainability Agency (GSA), several of the groundwater basins did not. In some cases there are conflicting claims on a basin and different management practices, but also thousands of acres that had to or will have to go out of production. Others have converted acreage to Solar farms or have used acreage as wildlife habitat. Tulare Irrigation district is working on programs to put Solar Panels over aqueducts and are proposing a floating solar project over a reservoir. We also visited Allensworth, an historically black community which has been suffering from having their water cut off many decades ago. this was representative of the the central valley communities that total over 1Million people, with access to safe drinking water or sewage treatment.



At ACWA

Karla Nemeth, presently head of the California Department of Water Resources (DWR) will leave her position in July AND will become the NEW EXECUTIVE DIRECTOR of ACWA starting in September! This is very positive for ACWA as we work to make ACWA strongly relevant as the "go to" for water information and policy for legislators and state agencies and make ACWA offices more heard in Washington DC. It has been a long and arduous haul to find a new ED, a position very competently filled by Marwan Khalifa in the interim.

Tony Peterson and Arash Farsaei won the ACWA-JPIA Harve LaBounty safety award for the Control Panel Shade Structure. Congratulations!

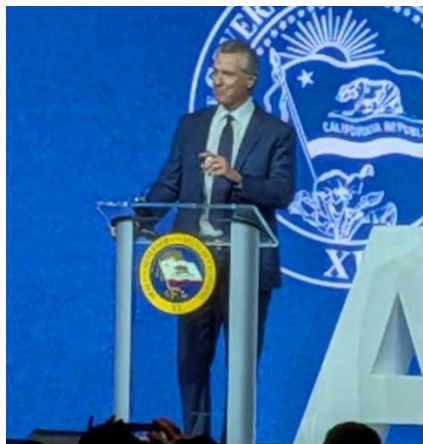
AT the ACWA Conference, As chair of ACWA Region 5, I provided a report during the Water Quality Committee on Water Quality issues throughout our Region stretching from San Francisco to the border of Ventura.

I chaired the Region 5 Meeting where we received reports on the Committee meetings for ACWA, as well as legislative updates and appeals for all ACWA Agencies to support the "Vision for our Future" program see: ACWA.org/vision. I also moderated a panel sponsored by Region 5 on "From Lab to Tap: How Advanced Tech is Solving Local Water Challenges." During the Committee Meetings, we received updates on SGMA and Best Management Practices for Subsidence. We learned how the "Cutting the Green Tape" efforts were helping agencies go ahead with projects in months rather than years.

An eye opening presentation by Dana Moore discussed how water is NOT listed as a "Critical Infrastructure Lifeline" We should follow Hospitals' guide in making sure we are uniform in our practices for meeting emergencies and tie in to the other infrastructure priory with fire, gas, and electric. This is a serious Public Health concern during potential disasters such as fire, flood , or earthquake. Coordination and relationships with all stakeholders should be implemented.

With Water Quality litigation with EPA's PFAS approach is still underway with an extension of the compliance guidelines. Looking to Group the PFASs. 6 compounds are in the Hazard Index. Issues with wildfires includes benzene as a major health problem.

As for the Gubernatorial race, water has so far been absent even though it underpins everything else such as housing, affordability ,public health , and the environment. At the end of the conference, Governor Gavin Newsom addressed the ACWA audience



ORIGINATING SECTION: Office of the General Manager
CONTACT: Valerie Pryor

AGENDA DATE: May 20, 2026

SUBJECT: General **Manager's** Report

SUMMARY:

The following are highlights a few key activities that occurred last month. Also attached is a list of the General Manager (GM) contracts executed during April.

Administration:

The water rate setting process has started to establish treated water rates for calendar years 2027, 2028, 2029 and 2030. A special board meeting workshop is scheduled for Wednesday, August 12 at 6:00 p.m. Based on Board input, proposed rates will be scheduled for adoption at the October 21, 2026 Board meeting. This schedule will provide the retailers sufficient time for their Proposition 218 rate setting processes.

Integrated Water Resources:

Delta Conveyance Project: The Delta Stewardship Council (DSC) voted on April 23 to approve DSC **staff's** recommendation on the Delta Plan Consistency Determination for the Delta Conveyance Project. The staff recommendation concluded, with conditions, that the project was consistent with the Delta Plan. In accordance with the conditions of **Staff's** recommendation, two items were remanded to DWR for additional information before reconsideration of a full approval.

Sites Reservoir: On March 20, the State Water Resources Control Board (SWRCB) released a draft water right decision and permit for the Sites Reservoir Project for public review, with comments accepted through May 22, 2026. The hearing record consisted of 21 parties, 60 witnesses, 2,115 exhibits, and 32 hearing days. Sites staff are currently analyzing the water supply impacts of the draft decision. If needed, a revised draft permit will be issued in mid-June, followed by a 30-day public comment period. The SWRCB is expected to consider adoption of the revised draft decision and permit at its September 1, 2026, Board meeting.

Livermore Valley Groundwater Basin Condition: Staff conducted spring semi-annual groundwater level measurements in April to represent the basin high for Water Year 2026. The current total storage, including the portion of the storage below the Sustainable Groundwater Management Act minimum threshold, is approximately 255,000 acre-feet (AF). The Basin is at

100% of its total storage capacity (255,000 AF out of 254,000 AF). The estimated storage above the minimum thresholds (operational storage) is 127,000 AF. Currently, the Basin is at approximately 100% of its storage capacity above minimum thresholds (127,000 AF out of 126,000 AF).

Engineering and Water Quality:

Mocho PFAS Treatment Plant: Design workshops are ongoing with participation from Operations, Engineering, and Maintenance staff to finalize design criteria and select alternatives, with additional workshops continuing through May. The early works package for long-lead electrical items is scheduled for Board approval in late summer 2026. On March 31, staff submitted a \$25 million grant application to the State Water Resources Control Board to support project funding. The final Initial Study/Mitigated Negative Declaration has been prepared and is anticipated to be brought to the Board for adoption in May. Staff continues to coordinate with the City of Pleasanton to secure the remaining land rights for the project site.

Chain of Lakes Wellfield: Production from the Chain of Lakes (COL) wellfield is currently constrained by two issues: a damaged well screen at COL 1 that has caused elevated turbidity, and ongoing treatment challenges related to naturally occurring hexavalent chromium (Cr6). Staff recently completed a video survey at COL 1 to identify the source of turbidity and is actively evaluating repair and rehabilitation options. Despite these operational constraints, delivered water from the COL wellfield remains in full compliance with all applicable MCLs. To address the long-term treatment limitations, staff has issued a Request for Proposals and anticipates bringing a recommended contract to the Board in June.

Water Supply Permit Amendment: On April 30, the Division of Drinking Water issued Zone 7 an amended Domestic Water Supply Permit. The amendment formally authorized operation of the Chain of Lakes Treatment Plant for PFAS and Cr6 removal and approved blending of treated water from the Mocho Groundwater Demineralization Plant with other Zone 7 water supply sources to support compliance with PFAS regulations. These authorizations support Zone 7's continued delivery of safe, reliable water in compliance with state and federal regulations.

Invasive Mussel Control: Golden mussels, an invasive species, have been identified in the headworks at the Del Valle Water Treatment Plant. Treatment operations remain unaffected. Zone 7 has since formed a Golden Mussel Task Force to develop an Invasive Mussel Control Plan. A draft is expected to be completed by September 2026.

2023 Storm Damage Repairs: Preparations continue for multiple projects to address damage from the 2023 storms, with construction activities anticipated to begin in June 2026. The U.S. Army Corps of Engineers has advertised its construction project and conducted a pre-

bid meeting in April; bids are due on May 11. The Army Corps project is scheduled to repair sites in Pleasanton during 2026 and sites in Dublin during 2027. Separately, Zone 7's Phase 1 repair project is scheduled to begin June 1, 2026, and will focus on repair sites in Dublin, with Pleasanton repair sites planned for Summer 2027. To minimize public impacts, staff is also working with the cities and park districts to develop trail detours where repair activities may temporarily affect access.

Monthly List of GM Contracts

<u>Contracts</u>	<u>Amount</u>	<u>Purpose</u>
Sacramento Sewer and Drain	\$39,268	As-Needed Plumbing Parts and Repair Services
Total April 2026	\$39,268	



100 North Canyons Parkway
Livermore, CA 94551
(925) 454-5000

ORIGINATING SECTION: Office of the General Manager
CONTACT: Alexandra Bradley

AGENDA DATE: May 20, 2026

SUBJECT: April Outreach Activities

SUMMARY:

In alignment with the Agency's 2025–2029 Strategic Plan Goal G – Stakeholder Engagement, Zone 7 is dedicated to fostering understanding of community needs, the Agency, and its functions. Initiative #19 emphasizes transparency and effective communication as essential for building trust and upholding our commitment to customer service and integrity. The Agency provides proactive updates, promotes key initiatives, and engages stakeholders through public education campaigns, outreach programs, and digital tools. This report highlights progress and key activities that strengthen community relationships and advance these goals.

Communications Updates

Consumer Confidence Report

The team remains on schedule, collaborating closely with the Water Quality and Engineering departments to finalize the design for the 2025 Consumer Confidence Report (CCR). Publication should be ready by the end of May, with an annual CCR campaign kicking off immediately after.

Earth Day/Month

The team executed a complete Earth Month campaign, utilizing custom graphics and cross-platform social media outreach to promote events like the Madeira Park Lawn to Garden Party, **Pleasanton's Earth and Arbor Day Celebration, and more local ways to get involved in the Tri-Valley. All outreach was tied to Zone 7's ongoing rebate promotions and conservation pages.**

Patterson Pass Water Treatment Plant Tours

The team launched a comprehensive multi-platform promotional campaign for the May 16 Patterson Pass Open House. Strategic digital outreach resulted in a consistent daily increase in registrations throughout April, effectively building community anticipation for the facility tours. This early engagement ensures a high level of public participation for the upcoming event.

Outreach Program Updates

Schools' Program

Ms. Riley and Mrs. Wilkins taught 47 lessons throughout the Zone 7 service area this month. The school year will conclude with 45 classes scheduled for May.

Instruction continued to reach a diverse range of learners, including students in private schools, homeschool settings, and specialized programs serving students with unique learning needs. These engagements were adapted as appropriate to ensure accessibility, relevance, and meaningful participation for all students.

In-Person Events

Science Explorations

Friday, April 17, 2026 | 6:00p.m.-8:00p.m. | 1501 Hillcrest Ave, Livermore.

Following our participation at the Science Odyssey, we were invited to host a similar table at a family science event for homeschool students studying Earth science. The event was attended by approximately 20 students and their families. We brought the California Groundwater Model, which supported meaningful, in-depth discussions about groundwater systems and **Zone 7's role in managing and protecting local water resources.**

Earth Day Turf Conversion Event

Saturday, April 18, 2026 | 10:00a.m.-12:00p.m. | Madeira Park, Livermore.

Zone 7 Water Agency participated in the Earth Day Turf Conversion Event hosted by the City of Livermore. Staff shared information about native gardens, lawn conversion, and available rebate programs, while also providing snacks for volunteers participating in the project. Although attendance was limited, participants were highly engaged and contributed strong effort throughout the event. As a result, the turf conversion project was successfully completed, transforming the area into a vibrant, drought-tolerant native garden.

Tri-Valley Innovation Fair

Saturday, April 18, 2026 | 10:00a.m.-5:00p.m. | Alameda Fairgrounds.

Zone 7 was represented at this hands-on event alongside more than 50 exhibitors. Staff hosted a booth featuring interactive activities, standard giveaways, and information about water-saving rebates. The high-traffic setting provided an opportunity to engage a broad cross-section of the Tri-Valley community. The booth experienced a steady flow of visitors throughout the event, with many attendees stopping to view the groundwater model and discuss our aquifer system and watershed. Staff interacted with approximately 400 individuals over the course of the event.

LARPD Earth Day

Sunday, April 19, 2026 / 10:00a.m.-2:00p.m. / Sycamore Grove Park, Livermore.

Zone 7 Water Agency participated in the Livermore Area Recreation and Park District Earth Day Celebration, held at the native garden near of Sycamore Grove Park. Zone 7 hosted a booth featuring an Earth Day focused bracelet making activity for kids and water saving resources. While overall attendance was modest, there was a steady presence of park visitors and walkers throughout the event. Staff interacted with more than 60 individuals, many of **whom expressed appreciation for Zone 7's presence and found the giveaways to be both enjoyable and useful.**

Ag & Enviro Adventure Day

Tuesday, April 21, 2026 / 8:00a.m.-3:00p.m. / Livermore High School, Livermore.

Zone 7 participated in this community event for Livermore third graders, leading an interactive, movement-based activity focused on the watershed, its connection to the **community, and Zone 7's role. More than 600 students worked in teams to guide a bucket** of water through obstacles, reinforcing concepts of water management, conservation, and appreciation. The event was held at a new location and, despite very rainy conditions, was well attended and ran smoothly.

Las Positas College Child Development Center's Spring Festival

Wednesday, April 22, 2026 / 3:00p.m.-5:30p.m. / Las Positas College, Livermore.

Zone 7's education team was once again invited to host an interactive booth at this spring family gathering, described as "an opportunity to build a sense of community and provide educational enrichment for families." Staff engaged with approximately 25 students and their parents, who were enthusiastic about Zone 7's presence. Attendees particularly enjoyed the new activity of painting Earth Day-themed sheets using water and watercolor pencils.

Hearst Elementary Science Fair

Wednesday, April 22, 2026 / 4:30p.m.-6:30p.m. / Hearst Elementary School, Pleasanton.

Zone 7 supported Hearst Elementary School's science event with an interactive display and giveaways focused on water conservation and the work of Zone 7 Water Agency. The event, organized by middle school students, was well run and successful, with a steady stream of at least 125 students and their family members participating throughout the evening.

Take Your Child to Work Day

Thursday, April 23, 2026 / Zone 7 Water Agency

Early arrivals enjoyed the H2Olympics, crafting Earth Day bracelets, and playing a matching game. Later, participants saw a presentation on water treatment, which included a hands-on filter experiment. Finally, each group tested their filtered water samples to see the effectiveness of their filter.

Green Engineering Day

Friday, April 24, 2026 | 9:00a.m.-2:00p.m. | Livermore High School

Zone 7 participated in Livermore High School's Green Engineering Day, joining other city agencies to introduce Livermore sixth graders to engineering across the community. More than 130 sixth-grade students visited the booth, demonstrating strong engagement throughout the event. Students were attentive and interested as they filtered dirty water through various materials of their choice, reinforcing key concepts related to water treatment.

City of Pleasanton Earth Day Celebration

Saturday, April 25, 2026 | 10:00a.m.-1:00p.m. | Pleasanton Library

The City of Pleasanton hosted the Earth Day event to engage community members of all ages in learning about environmental issues and sustainability solutions. A steady stream of attendees visited the Zone 7 booth, where staff led the Earth Day Bracelet activity, enjoyed by more than 70 children, while also providing families with opportunities to ask questions and receive practical water conservation tips.

Altamont Creek Earth Day Family Science Night

Tuesday, April 28, 2026 | 6:00p.m.-7:30p.m. | Altamont Creek Elementary School, Livermore.

Zone 7 participated alongside other exhibitors at this STEAM-focused event, engaging with Altamont Creek students and their family members. Activities supported science learning while highlighting local water and watershed topics. More than 100 attendees visited the booth, and **many expressed appreciation for Zone 7's continued presence at the event.**

Day By the Water

Saturday, May 2, 2026 | 10:00a.m.-3:00p.m. | Del Valle Regional Park, Livermore.

Community booths were set up outside the Del Valle Regional Park Visitor Center to highlight the importance of water in our valley. Zone 7 joined other organizations to interact with families in an outdoor setting that supported informal learning and meaningful community conversations about water. The event was very busy, with strong participation from children, and the giveaways were well received.

Bring Back the Natives Tour

Sunday, May 3, 2026 | 10:00a.m.-5:00p.m. | Livermore

Zone 7 Water Agency hosted a booth at a residence featured on the tour, where approximately 75 attendees from across the Bay Area stopped by to learn about native plants and lawn rebate programs. Visitors enjoyed the giveaways and engaged in discussions with staff, while the booth also offered rebate information, a children's activity, and snacks.

Livermore Farmers' Market

Thursday, May 14, 2026 | 4:00p.m.-8:00p.m. | Carnegie Town Square, Livermore

Zone 7 Water Agency will be present at the Livermore Farmers Market, engaging with community members through an interactive booth focused on water conservation and local water resources. Staff will provide information about rebate programs, share practical tips for

saving water both indoors and outdoors, and offer hands-on activities designed to engage visitors of all ages.

Patterson Pass Water Treatment Plant Tours

Saturday, May 16, 2026 / 10:00a.m.-3:00p.m. / Patterson Pass Water Treatment Plant

Zone 7 will host tours of the Patterson Pass water treatment plant for preregistered guests. This will be an opportunity for participants to meet Zone 7 employees and see how surface water is treated through a multi-point process resulting in clean, safe drinking water.

Pleasanton Country Fest

Sunday, June 7, 2026 / 11:00a.m.-3:00p.m. / Main Street, Pleasanton

Zone 7 will greet attendees of this brand-new Pleasanton Main Street event at a booth offering information and a hands-on activity, along with handouts that include rebate details and timely giveaways. The new Country Fest will be a lively community event featuring live country music across multiple locations on Main Street—an excellent opportunity to engage with a large and enthusiastic crowd.

Dublin Farmers' Market

Thursday, June 11 or 18, 2026 / 4:00p.m.-8:00p.m. / Emerald Glen Park, Dublin

Zone 7 Water Agency will host a booth at the Dublin Farmers Market, engaging with community members through an interactive booth focused on water conservation and local water resources.

Please visit www.zone7water.com/calendar for the most up-to-date schedule of public events. Those interested in having Zone 7 attend a school or public event in the service area can email schools@zone7water.com for more information.

Digital Overview

Website Overview

- Users: 3,781 (-45.5%) | Page Views: 11,962 (-31.2%) | Sessions: 6,100 (-32.8%)
- Top Pages: Lessons Middle School - Groundwater (1,752), Homepage (1,629), Page not found (628)
- Traffic Sources: Direct (2,728), Google Organic (1,958), Humble.schoolology.com Referral (341)
- Highlights: **While overall traffic dropped, targeted interest in the Agency's Water Academy educational resources remains high, with a 28.2% increase in user engagement.**
- NOTE: The domain change for Zone 7 continues to cause more redirect glitches on certain URLs. Digital Deployment and Axiom of Purpose are collaborating with the Zone 7 team to find a solution.

Social Media Snapshot

- Facebook: 1,352 followers | 17 posts | 5,056 impressions
- LinkedIn: 976 followers (+15 followers in last 30 days) | 132 Page Views | 1,031 impressions
- YouTube: **329 views, top video "Groundwater Recharge - Wondrous World of Water"**
- Highlight: Social media outreach continues to grow our digital community with a steady monthly increase in LinkedIn followers and strong engagement on educational video content as we transition into Water Awareness Month.

Email Outreach (Mailchimp)

- Eblasts: Sent: 6 | Deliveries: 4,114 | Avg. Open Rate: 23.6% | Clicks: 133
- Highlight: Open rates have dropped below the industry average due to the domain name change inaccurately matching the email. Digital Deployment and Axiom of Purpose are collaborating with the Zone 7 team to find a solution.

Key Takeaways

- Despite technical shifts in web traffic, educational engagement remains a primary strength for the Agency. The Water Academy resources and lessons, specifically middle school groundwater, significantly outperformed baseline traffic, demonstrating the high value and reach of the program.
- While digital metrics are currently fluctuating following the domain change, cross-platform engagement—particularly on Facebook and LinkedIn—continues to show resilience.

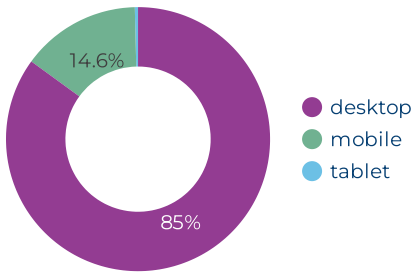
ATTACHMENT:

- April Website Dashboard

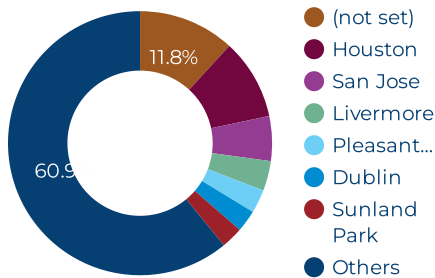
Highlights:

Total users	Views
3,781	11,962
↓ -45.5%	↓ -31.2%
New users	Engagement rate
3,393	54.11%
↓ -49.1%	↑ 26.4%
Sessions	User engagement
6.1K	73:49:34
↓ -32.8%	↑ 28.2%

Device Type:



Users by City



Most visited pages on the website - users and pageviews

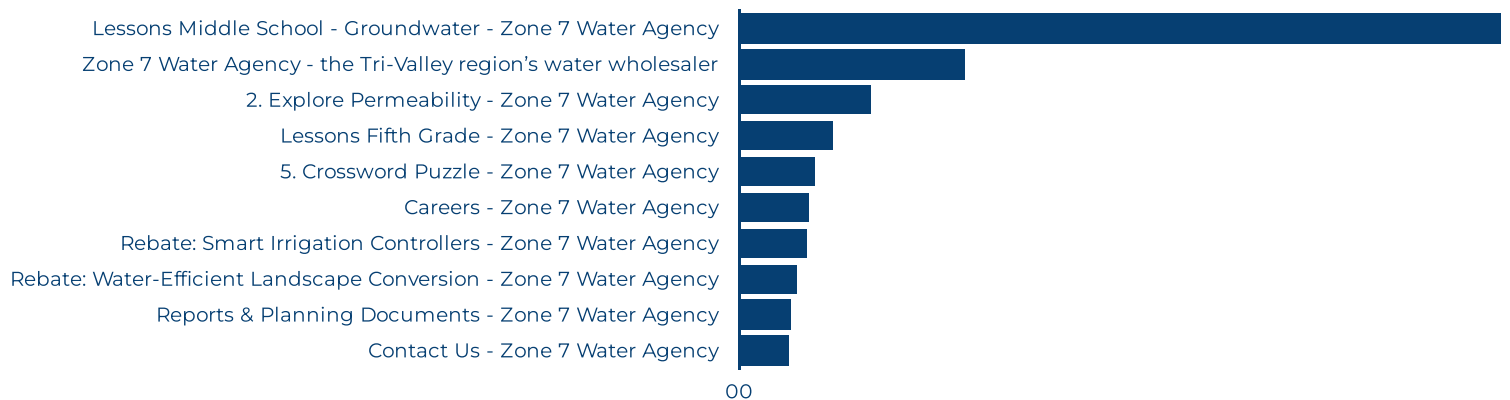
	Page title	Views ▾	Total users
1.	Lessons Middle School - Groundwater - Zone 7 Water Agency	1,752	571
2.	Zone 7 Water Agency - the Tri-Valley region's water wholesaler	1,629	1,102
3.	Page not found - Zone 7 Water Agency	628	157
4.	2. Explore Permeability - Zone 7 Water Agency	600	350
5.	Careers - Zone 7 Water Agency	450	274
6.	5. Crossword Puzzle - Zone 7 Water Agency	432	232
7.	Board Meetings - Zone 7 Water Agency	315	176
8.	Contact Us - Zone 7 Water Agency	280	129
9.	Construction & Business Opportunities - Zone 7 Water Agency	250	163
10.	Service Area - Zone 7 Water Agency	185	132
11.	Upcoming Events Calendar - Zone 7 Water	178	77

Acquisition source/medium - where traffic sessions come from

	Session source	Session medium	Sessions ▾
1.	(direct)	(none)	2,728
2.	google	organic	1,958
3.	humble.schoology.com	referral	341
4.	bing	organic	336
5.	cityofpleasantonca.gov	referral	75
6.	(not set)	(not set)	50
7.	facebook.com	referral	44
8.	dsrsd.com	referral	43
9.	duckduckgo	organic	37
10.	m.facebook.com	referral	35

1 - 90 / 90 < >

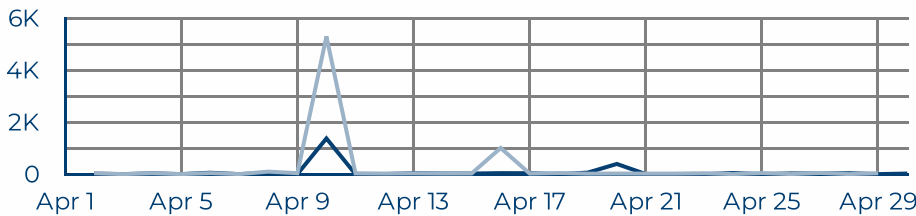
Pages with the most time spent by users



Facebook Analytics

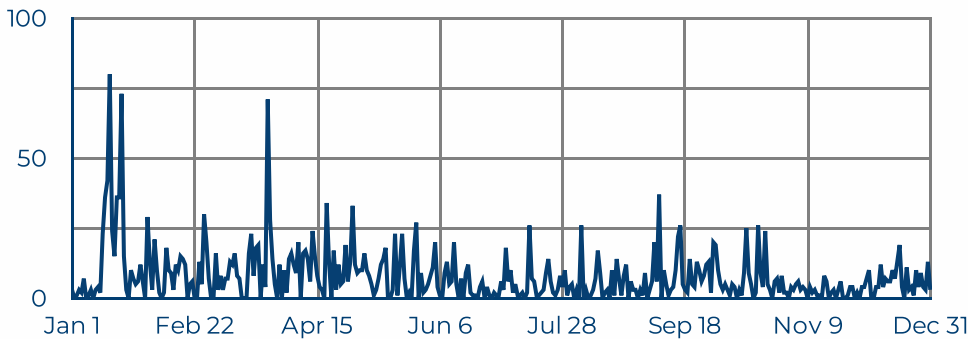
Total Posts	Engagement	Page Followers	Impressions
17 ↓ -26.1%	124.88 ↓ -31.9%	1,352 ↓ -0.1%	5,056 ↓ -81.2%

Facebook Daily Average Reach per Post

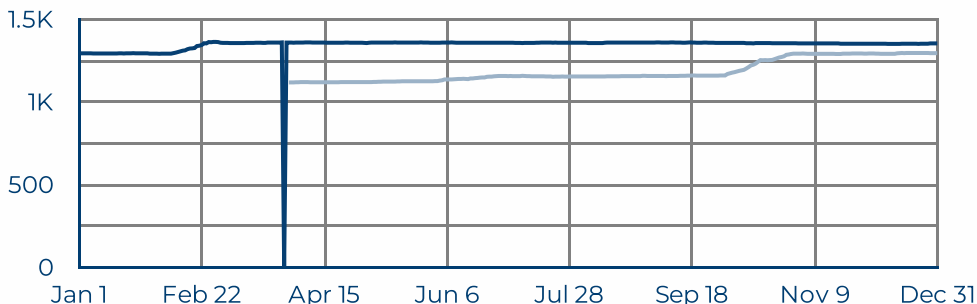


Paid Reach	Organic Reach	Total Reach
1,673 ↓ -73.2%	595 ↓ -61.7%	2,266 ↓ -67.6%

Facebook Page Visits



Facebook Page Followers - Year-to-Date Growth



Mailchimp Delivery Analytics

Total Eblasts Sent	6
Total Deliveries	4,114
Avg. Open Rate %	23.6%
Total Clicks	133
New Signups	0

Monthly YouTube Performance

Total Views	329
Watch Time (Minutes)	382.52
Average View Duration	00:01:14

Top Five Videos of Month

Video Title	Views
Groundwater Recharge - Wondrous World of Water	118
Wondrous World of Water - Ion Exchange PFAS Treatment	37
Wondrous World of Water - Ozone Treatment	34
Zone 7 Chain of Lakes Conveyance System Project	21
Chain of Lakes Conveyance Project	15

Insights & Opportunities

Website Summary

April experienced a notable decline in website traffic compared to March, with total views dropping to 11,962 (-31.2%) and sessions decreasing to 6.1K (-32.8%). New users also declined significantly to 3,393 (-49.1%), while total users fell to 3,781 (-45.5%). Despite the drop in traffic volume, engagement rate improved substantially to 54.11% (+26.4%), indicating that users visiting the site were more engaged and spending more intentional time on content.

• Traffic Drivers:

Direct traffic remained the leading source with 2,728 sessions, followed by Google Organic with 1,958 sessions. Educational traffic from [humble.schoology.com](https://www.humble.schoology.com) (341 sessions) became a major contributor, highlighting strong classroom engagement with educational resources.

• **Education Content Performance:** “Lessons Middle School - Groundwater” became the top-performing page with 1,752 views, surpassing the homepage. Additional education pages such as “Explore Permeability” and “Crossword Puzzle” also ranked highly, reinforcing strong demand for student and teacher-focused content.

• **Technical Concern:** The “Page Not Found” page remained among the top visited pages with 628 views. While improved from March’s 4,474 views, broken links and outdated redirects continue to impact user experience and should remain a priority

Social Media Summary

April saw a significant reduction in paid and organic social performance compared to March, driven largely by fewer posts and reduced paid campaign activity.

• **Lower Reach:** Total Reach declined to 2,240 (-68.0%) with Paid Reach dropping to 1,673 (-73.2%) and Organic Reach decreasing to 570 (-63.3%). This reflects the reduced emphasis on paid promotion following March’s campaign-heavy month.

• **Reduced Posting Volume:** Total Posts fell to 17 (-26.1%), resulting in Engagement dropping to 132.43 (-27.7%). Lower posting frequency naturally contributed to lower overall visibility and interaction.

• **Stable Audience Base:** Facebook page followers remained highly stable at 1,352 (-0.1%), showing the audience base remains consistent despite reduced campaign activity.

Mailchimp Summary

Email performance remained steady in April, with 6 total eblasts sent and 4,114 total deliveries. Average open rate increased slightly to 23.6%, outperforming March’s 22.7%, while total clicks remained strong at 133.

These rates are lower than our historical average most likely due to website domain and email domain mismatch for verification. Potential workaround solution would be to develop an email address with a matching domain.

YouTube Summary

Video performance declined from March but continued to support educational outreach efforts. Total views reached 329, with 382.52 minutes of watch time and an average view duration of 1:14—an improvement in watch quality despite lower overall views.

Top Videos: Groundwater Recharge – Wondrous World of Water led performance with 116 views, followed by PFAS and ozone treatment educational videos. Educational and infrastructure-focused content continues to perform strongest.

Opportunities for April 2026

1. Strengthen Education Content Conversion—Since educational pages are now driving the majority of traffic, stronger calls-to-action should be added to these pages to guide users toward broader agency resources, newsletter signups, and conservation programs.

2. Continue 404 Cleanup Efforts Although “Page Not Found” traffic dropped significantly, 628 visits still represent lost engagement opportunities.

3. Reintroduce Strategic Paid Social Campaigns April’s major reach decline shows how dependent visibility is on paid support. Smaller, targeted paid campaigns around rebates, conservation messaging, and seasonal water awareness can help stabilize reach without requiring March-level spend.

4. Expand Video Embedding on High-Traffic Pages Since educational content dominates both website and YouTube performance, embedding top-performing videos like Groundwater Recharge and PFAS treatment directly on lesson pages can further improve engagement and time on site.



ORIGINATING SECTION: Office of the General Manager
CONTACT: Carol Mahoney/Valerie Pryor

AGENDA DATE: May 20, 2026

SUBJECT: Legislative Update

SUMMARY:

- Zone 7 staff, with the support of Agency consultants, monitors legislation that is being considered in Sacramento, as well as other political activities of interest. This item supports Strategic Plan, Goal G – Stakeholder Engagement, engage our stakeholders to foster understanding of their needs, the Agency, and its function. **California’s Assembly, Senate, and Committees** began the second year of their two-year legislative cycle on January 5, 2026.
- The last day for fiscal bills to be referred out of policy committees to their respective **house’s fiscal committees** was April 24, 2026. The last day for fiscal committees to review and **pass bill to their respective house’s floor for consideration** was May 15, 2026. The last day for bills to pass out of their house of origin for consideration in the opposite house is May 29, 2026 (e.g., an Assembly bill moving to the Senate for consideration). This update takes into account actions as of May 11, 2026. The Legislative Committee met on May 14, 2026.
- Zone 7, along with organizations such as the Association of California Water Agencies (ACWA), California Municipal Utilities Association (CMUA) and California Special Districts Association (CSDA), continues to review amendments and legislative actions. The attached list of bills is a synopsis of those identified to have a nexus to Zone 7 interests. Other bills of potential interest are monitored on behalf of Zone 7 by SKV Associates and reviewed with staff regularly for consideration of positions – including bills reviewed by the organizations mentioned above.
- Of note, one bill received a support position from Zone 7 in accordance with the Legislative Platform:
 - SB952 (Laird) regarding State Water Project renewable energy resources and zero-carbon resources. This bill provides flexibility in procurement of renewable and zero-carbon resources by the Department of Water Resources thereby allowing for more fiscal control of future billing to contractors.

RECOMMENDED ACTION: Information Only

ATTACHMENT: Zone 7 Water Agency Board Report

AB 35 (Alvarez, D) Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024: Administrative Procedure Act: exemption: program guidelines and selection criteria.

Current Text: 01/14/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 01/14/2026

Status: 05/06/2026 - Referred to Com. on N.R. & W.



Location: 05/06/2026 - Senate Natural Resources and Water

Summary: The Safe Drinking Water, Wildfire Prevention, Drought Preparedness, and Clean Air Bond Act of 2024, approved by the voters as Proposition 4 at the November 5, 2024, statewide general election, authorized the issuance of bonds in the amount of \$10,000,000,000 pursuant to the State General Obligation Bond Law to finance projects for safe drinking water, drought, flood, and water resilience, wildfire and forest resilience, coastal resilience, extreme heat mitigation, biodiversity and nature-based climate solutions, climate-smart, sustainable, and resilient farms, ranches, and working lands, park creation and outdoor access, and clean air programs. Current law authorizes certain regulations needed to effectuate or implement programs of the act to be adopted as emergency regulations in accordance with the Administrative Procedure Act, as provided. Current law requires the emergency regulations to be filed with the Office of Administrative Law and requires the emergency regulations to remain in effect until repealed or amended by the adopting state agency. This bill, notwithstanding the above, would exempt the adoption of regulations needed to effectuate or implement programs of the act from the requirements of the Administrative Procedure Act, as provided. The bill would require a state entity that receives funding to administer a competitive grant program established using the Administrative Procedure Act exemption to do certain things, including develop draft project solicitation and evaluation guidelines and to submit those guidelines to the Secretary of the Natural Resources Agency, except as provided. The bill would require the Secretary of the Natural Resources Agency to post an electronic form of the guidelines submitted by a state entity and the subsequent verifications on the Natural Resources Agency's internet website. (Based on 01/14/2026 text)

Position: Support

AB 259 (Rubio, Blanca, D) Open meetings: local agencies: teleconferences.

Current Text: 04/21/2025 - Amended [HTML](#) [PDF](#)

Last Amended: 04/21/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was JUD. on 5/14/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Senate 2 YEAR

Summary: The Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Current law, until January 1, 2026, authorizes the legislative body of a local agency to use alternative teleconferencing if, during the teleconference meeting, at least a quorum of the members of the legislative body participates in person from a singular physical location clearly identified on the agenda that is open to the public and situated within the boundaries of the territory over which the local agency exercises jurisdiction, and the legislative body complies with prescribed requirements. Current law requires a member to satisfy specified requirements to participate in a meeting remotely pursuant to these alternative teleconferencing provisions, including that specified circumstances apply. Current law establishes limits on the number of meetings a member may participate in solely by teleconference from a remote location pursuant to these alternative teleconferencing provisions, including prohibiting such participation for more than 2 meetings per year if the legislative body regularly meets once per month or less. This bill would extend the alternative teleconferencing procedures until January 1, 2030. (Based on 04/21/2025 text)

Position: Watch

Notes:

CSDA = Sponsor

AB 638 (Rodriguez, Celeste, D) Stormwater: uses: irrigation.

Current Text: 07/03/2025 - Amended [HTML](#) [PDF](#)

Last Amended: 07/03/2025

Status: 08/29/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/18/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Senate 2 YEAR

Summary: The Stormwater Resource Planning Act requires the State Water Resources Control Board, by July 1, 2016, to establish guidance for purposes of the act. This bill would require the board, by December 1, 2026, to develop recommendations for stormwater capture and use for the irrigation of urban public lands, as defined. The bill would require the recommendations to address, but not be limited to, opportunities for the use of captured stormwater for irrigation to offset the use of potable water, as specified, and recommendations for, among other things, pathogens and pathogen indicators and total suspended solids. Prior to approving the recommendations, the bill would require the board to solicit and receive written public comment on proposed recommendations. (Based on 07/03/2025 text)

Position: Watch

AB 1632 (Johnson, R) Trespass.

Current Text: 03/19/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 03/19/2026

Status: 05/07/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 63. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.



Location: 05/07/2026 - Senate Rules

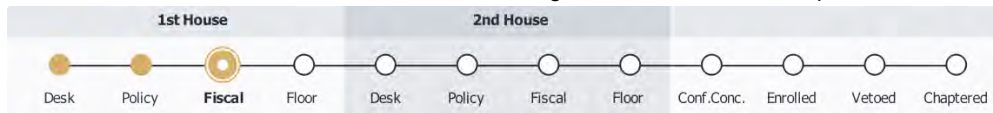
Summary: Existing law makes it a misdemeanor to commit the crime of trespass, which includes refusing or failing to leave land, real property, or structures belonging to, or lawfully occupied by, another and not open to the general public upon being requested to leave by a peace officer at the request of the owner, the owner’s agent, or the person in lawful possession and upon being informed by the peace officer that they are acting at the request of the owner, the owner’s agent, or the person in lawful possession. Existing law requires the owner, the owner’s agent, or the person in lawful possession to make a separate request to the peace officer on each occasion when the peace officer’s assistance in dealing with a trespass is requested, except that a single request for peace officer assistance may be made for a period not to exceed 12 months when there is a fire hazard to the premises or property, the owner is absent from the premises or property, or the premises or property is closed to the public and posted as being closed. Existing law authorizes a single request for assistance to be made and submitted electronically, in a notarized form provided by the law enforcement agency, to a peace officer, and authorizes local governments to accept electronic submissions of requests for peace officer assistance. This bill would remove the requirement that the submitted form described above be notarized. (Based on 03/19/2026 text)

Position: Monitor

AB 1752 (Lackey, R) Eminent domain: appraisals.

Current Text: 02/09/2026 - Introduced [HTML](#) [PDF](#)

Status: 04/08/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 04/08/2026 - Assembly APPR. SUSPENSE FILE

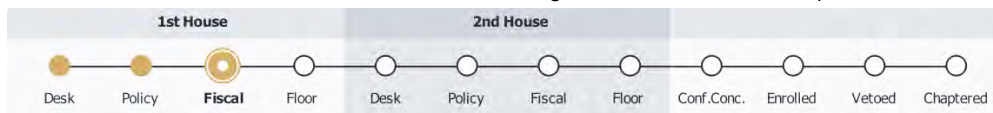
Summary: The Eminent Domain Law, authorizes a public entity to exercise the power of eminent domain to acquire property for a public use, as specified. Current law entitles the owner of a property acquired by eminent domain to specified compensation. Current law requires a public entity to pay reasonable costs, not to exceed \$5,000 of an independent appraisal ordered by the owner of a property that the public entity offers to purchase under the threat of eminent domain. This bill would require a public entity that offers to purchase property under a threat of eminent domain related to specified purposes to pay the full reasonable costs of an independent appraisal ordered by the owner. (Based on 02/09/2026 text)

Position: Monitor

AB 1754 (Pacheco, D) State general obligation bonds: requirements.

Current Text: 02/09/2026 - Introduced [HTML](#) [PDF](#)

Status: 04/15/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 04/15/2026 - Assembly APPR. SUSPENSE FILE

Summary: The State General Obligation Bond Law generally sets forth the procedures for the issuance and sale of bonds governed by its provisions and for the disbursement of the proceeds of the sale of those bonds. Current law specifies various provisions required for inclusion in a bond act. Current law requires any state bond measure approved on or after January 1, 2004, to be subject to an annual reporting process, with the head of the lead state agency administering the bond proceeds reporting certain information about the projects being funded to the Legislature and the Department of Finance. Current law permits this information to be provided on the agency’s internet website or the state’s open data portal under certain circumstances. Current law authorizes the costs of the report to be included in the cost of administering the bond act unless prohibited by the bond act. For any state general obligation bond measure that is approved by voters on and after January 1, 2027, this bill would require a bond act to include specified information about the objectives of the bond

expenditure and related data. The bill would also require the head of the lead state agency administering the bond to post on its internet website a notification that contains, among other information, details about the programs and projects authorized to be funded by the bond. The bill would require each state agency subject to these provisions to provide a written report to the Department of Finance, the Legislative Analyst, and specified legislative committees that contains certain information regarding the general obligation bond, in accordance with the above-described provision permitting this information to be provided on the agency's internet website or the state's online data portal. (Based on 02/09/2026 text)

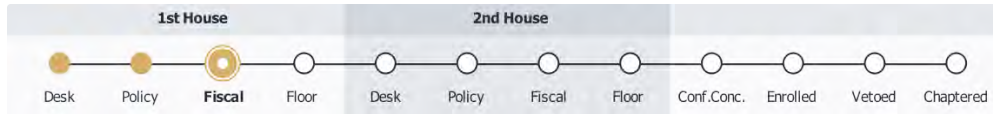
Position: Monitor

AB 1772 (Papan, D) Fish and wildlife: invasive mussels.

Current Text: 04/27/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/27/2026

Status: 04/28/2026 - Re-referred to Com. on APPR.



Location: 04/23/2026 - Assembly Appropriations

Summary: Existing law, until January 1, 2030, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water in the state, invasive mussels, and authorizes the Director of Fish and Wildlife or the director's designee to engage in various enforcement activities, including ordering the areas in conveyance that contain water be drained, dried, or decontaminated, as provided. Existing law requires a public or private agency that operates a water supply system to cooperate with the Department of Fish and Wildlife to implement measures to avoid infestation by invasive mussels and to control or eradicate any infestation that may occur in a water supply system. Existing law requires, if invasive mussels are detected, the operator of a water supply system to, in cooperation with the department, prepare and implement a plan to control or eradicate invasive mussels within the system, and eliminate or minimize any potential downstream transport of an invasive mussel. Existing law requires, on or before December 31, 2026, the department to review all approved plans and require all plans that do not specifically address all invasive mussel species known to be present in bodies of water in the state as of January 1, 2026, to be updated or revised appropriately to include all invasive mussel species, on or before September 30, 2027. Existing law requires every invasive mussel species to be addressed in a plan no later than 180 days from the date that the species is listed in a certain regulation. Existing law defines "invasive mussel" for these purposes as any nonnative detrimental mussel, as provided. Under existing law, except as otherwise provided, any violation of the Fish and Game Code, or of any rule, regulation, or order made or adopted under the code, is a crime. This bill would prohibit a conveyance from being launched until a specified drying period has completed, as provided. By expanding the scope of a crime, this bill would impose a state-mandated local program. The bill would require the department to require water supply system operators to update their plans to address all invasive mussel species present in the operator's water system as of January 1, 2026, as provided. (Based on 04/27/2026 text)

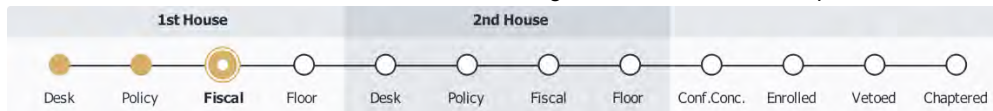
Position: Monitor

AB 1881 (Ramos, D) California Indian Freedom Act of 2026.

Current Text: 04/16/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/16/2026

Status: 05/06/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 05/06/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law establishes various protections for California Native American tribes, including prohibiting a public agency or private party using or occupying public property or operating on public property from interfering with the free expression or exercise of Native American religion as provided in the United States Constitution and the California Constitution. Existing law also requires a local government to provide formal notification to each California Native American tribe that is traditionally and culturally affiliated with the project site as an invitation to consult on the proposed project, as provided. Existing law requires the local government, during the consultation, to give deference to the tribal information, tribal knowledge and customs, and the significance of the resource to the California Native American tribe. Existing law prohibits any information, as described, that is submitted by a California Native American tribe during the environmental review process from being included in the environmental document or otherwise disclosed by the lead agency or any other public agency to the public, as specified, without the prior consent of the tribe that provided the information. This bill, the California Indian Freedom Act of 2026, would prohibit a governmental agency from substantially burdening a California Indian or California Native American tribe's exercise of religious beliefs or spiritual practices on state public lands, including their access to and use of sacred sites and objects, and their ability to perform religious ceremonies and rites, even if the burden results from a rule of general applicability, unless the governmental agency demonstrates that application of the burden is in furtherance of a compelling governmental interest and is in the least restrictive means of furthering that interest. The bill would authorize a California Indian or tribe to assert a violation of these provisions as a claim or defense in any judicial or administrative proceeding, as specified. The bill would require a governmental agency to allow California Indians access to sacred sites on state public lands, as specified. (Based on 04/16/2026 text)

Position: Monitor

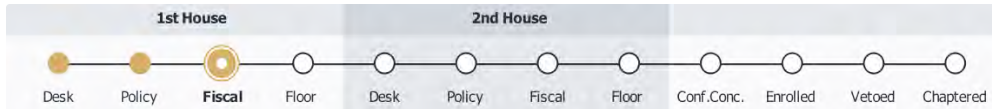
Notes:

Tribal consultations and decision making, religious resources issues

AB 1893 (Gallagher, R) Wildfire prevention: local assistance grant program: eligible activities.

Current Text: 02/12/2026 - Introduced [HTML](#) [PDF](#)

Status: 04/22/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 04/22/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law requires the Department of Forestry and Fire Protection to establish a local assistance grant program for fire prevention and home hardening education activities in California and extends eligibility for grants to specified entities, including local agencies. Existing law provides that eligible activities under the local assistance grant program include, among other things, technical assistance to local agencies to improve fire prevention and reduce fire hazards and projects to improve public safety, including, but not limited to, access to emergency equipment and improvements to public evacuation routes. Existing law makes funding for this program subject to an appropriation by the Legislature. This bill would expand eligible activities under the local assistance grant program to include projects undertaken by a local governmental entity involving the acquisition or installation of mobile rigid dip tanks or similar mobile and permanent infrastructure that is capable of providing helicopter-accessible water supplies for firefighting response or suppression purposes in very high fire and high fire hazard severity zones, as provided. (Based on 02/12/2026 text)

Position: Monitor

Notes:

CMUA bill of interest

AB 1894 (Rubio, Blanca, D) Fish and wildlife: invasive mussels: imported water.

Current Text: 04/16/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/16/2026

Status: 05/05/2026 - In Senate. Read first time. To Com. on RLS. for assignment.



Location: 05/05/2026 - Senate Rules

Summary: Existing law, until January 1, 2030, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water within the state, invasive mussels, and authorizes the Director of Fish and Wildlife, or the director's designee, to engage in various enforcement activities with regard to invasive mussels. Existing law, until January 1, 2030, requires a public or private agency that operates a water supply system to cooperate with the department to implement measures to avoid infestation by invasive mussels and to control or eradicate any infestation that occurs in a water supply system. Existing law requires any person, or federal, state, or local agency, district, or authority that owns or manages a reservoir, where specified activities are permitted, except as specified, to develop and implement a program designed to prevent the introduction of invasive mussel species, as provided. Existing law requires any entity that discovers invasive mussels within the state to immediately report the discovery to the Department of Fish and Wildlife. This bill would prohibit a public agency from prohibiting imported water deliveries, as defined, for groundwater replenishment due to invasive mussels unless there is substantial, documented evidence of a proven health and safety risk as a result of the invasive mussels. (Based on 04/16/2026 text)

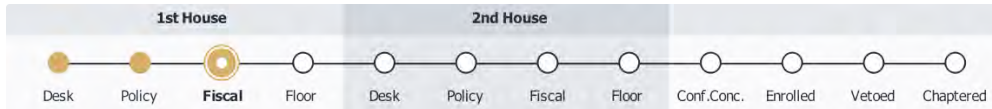
Position: Monitor

AB 1961 (Ahrens, D) Civil actions: protective orders: workplace violence.

Current Text: 04/16/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/16/2026

Status: 04/29/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 04/29/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law authorizes an employer or collective bargaining representative of an employee who has suffered harassment, unlawful violence, or a credible threat of violence from any individual, to seek a workplace violence restraining order on behalf of the employee and, at the discretion of the court, any number of other employees at the workplace or at other workplaces of the employer. Existing law authorizes one or more representative parties to bring suit for the benefit of a class of parties if the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court. This bill would authorize an employer to seek a workplace violence restraining order on behalf of all employees at the employer's workplace or a location at which a group of employees perform their primary job duties if harassment, unlawful violence or a credible threat of violence is directed at that workplace or location. (Based on 04/16/2026 text)

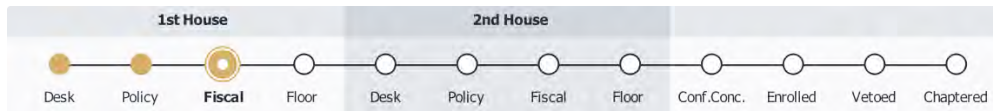
Position: Monitor

AB 2026 (Aguiar-Curry, D) Water diversion: groundwater recharge: permit.

Current Text: 04/22/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/22/2026

Status: 04/23/2026 - Re-referred to Com. on APPR.



Location: 04/21/2026 - Assembly Appropriations

Summary: Existing law declares that all water within the state is the property of the people of the state, but the right to the use of the water may be acquired by appropriation in the manner provided by law. Existing law requires the appropriation to be for some useful or beneficial purpose. Existing law provides, however, that the diversion of floodflows for groundwater recharge does not require an appropriative water right if certain conditions are met, including that a local or regional agency that has adopted a local plan of flood control or has considered flood risks as part of its most recently adopted general plan has given notice, as provided, of imminent risk of flooding and inundation of lands, roads, or structures. Existing law defines “floodflow” for these purposes to include circumstances in which flows would inundate ordinarily dry areas in the bed of a terminal lake to a depth that floods dairies and other ongoing agricultural activities, or areas with substantial residential, commercial, or industrial development. Existing law applies those requirements to diversions commenced before January 1, 2029. Existing law prohibits an entity from substantially diverting or obstructing the natural flow of, or substantially changing or using any material from the bed, channel, or bank of, any river, stream, or lake, or from depositing or disposing of certain material where it may pass into any river, stream, or lake, without first notifying the Department of Fish and Wildlife of that activity, and entering into a lake or streambed alteration agreement if required by the department to protect fish and wildlife resources, except as specified. This bill would revise and recast those conditions required for the appropriative water right exemption for a diversion of floodflows for groundwater recharge, would apply the requirements to a diversion commenced before January 1, 2034, and would further exempt those diversions from the requirements of CEQA and requirements relating to lake or streambed alteration agreements, subject to conducting tribal consultation, as provided. (Based on 04/22/2026 text)

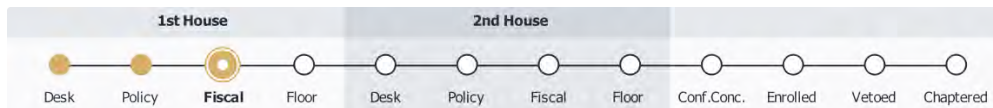
Position: Monitor

AB 2032 (Ransom, D) Fish and wildlife: golden mussels.

Current Text: 04/16/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/16/2026

Status: 04/20/2026 - Re-referred to Com. on APPR.



Location: 04/15/2026 - Assembly Appropriations

Summary: Existing law, until January 1, 2030, generally prohibits a person from possessing, importing, shipping, or transporting in the state, or from placing, planting, or causing to be placed or planted in any water within the state, invasive mussels, as defined. Existing law requires a public or private agency that operates a water supply system to cooperate with the Department of Fish and Wildlife to implement measures to avoid infestation by invasive mussels and to control or eradicate any infestation that may occur in a water supply system, and, if invasive mussels are detected, to prepare and implement a plan, as specified, to control or eradicate invasive mussels within the system. Existing law prohibits the importation, transportation, possession, or live release of specified wild animals, except under a revocable, nontransferable permit, known as a restricted species permit, issued by the department, in cooperation with the Department of Food and Agriculture, and only if certain requirements are met. Existing law authorizes the department to issue permits, commonly known as scientific collecting permits, to take or possess any form of plant or animal life for scientific, educational, or propagation purposes. This bill would exempt from the requirement to obtain a restricted species permit for golden mussels a public or private agency that operates a water supply system and has submitted a control plan to the department for maintenance and operational activities to control the spread of golden mussels in the water supply system, as specified. (Based on 04/16/2026 text)

Position: Monitor

AB 2180 (Ward, D) Local government: Proposition 218 Omnibus Implementation Act: proportional cost of service.

Current Text: 03/11/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 03/11/2026

Status: 05/06/2026 - Referred to Com. on L. GOV.



Location: 05/06/2026 - Senate Local Government

Summary: The California Constitution specifies various requirements with respect to the levying of assessments and property-related fees and charges by a local agency. As part of those requirements, the California Constitution mandates that such fees or charges that are extended, imposed, or increased satisfy certain requirements, including, but not limited to, that the amount of the fee or charge imposed upon any parcel or person as an incident of property ownership not exceed the proportional cost of the service attributable to the parcel. Existing law, known as the Proposition 218 Omnibus Implementation Act (act), prescribes specific procedures and parameters for local jurisdictions to comply with these requirements and, among other things, authorizes an agency providing water, wastewater, sewer, or refuse collection services to adopt a schedule of fees or charges authorizing automatic adjustments that pass through increases in wholesale charges for water, sewage treatment, or wastewater treatment or adjustments for inflation under certain circumstances. This bill would authorize a local government to demonstrate the proportional cost of the service attributable to the parcel by any method that

reasonably allocates the ascertainable cost of providing service to all parcels, if substantiated as provided. The bill would, however, provide that for water or sewer service fee or charge impositions, a local government is not required to provide an exact measure of the cost of the service at each parcel and may instead impose uniform or tiered rates to parcel or customer classes that are defined based on common characteristics indicative of likely water or sewer use. (Based on 03/11/2026 text)

Position: Monitor

Notes:

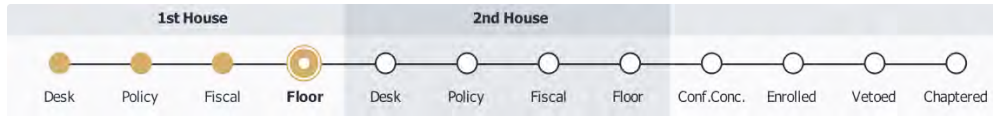
CMUA / ACWA sponsored - Prop 218 proportionality cleanup for retailers

AB 2215 (Calderon, D) Water rights: permits: State Water Project.

Current Text: 04/16/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/16/2026

Status: 04/30/2026 - Read second time. Ordered to third reading.



Location: 04/30/2026 - Assembly THIRD READING

Summary: The Department of Water Resources operates the State Water Resources Development System, commonly referred to as the State Water Project.

Existing law requires that construction work for a project that will put appropriated water to beneficial use be commenced, prosecuted with due diligence, and completed within the time period specified in the water right permit. Existing law authorizes the State Water Resources Control Board to extend the deadline specified in the permit to commence or complete construction work and to put appropriated water to beneficial use for good cause shown. This bill would require that the time periods for the application of water to beneficial use and for the completion of construction work for specific water right permits held by the Department of Water Resources for the operation of the State Water Project be December 31, 2046. (Based on 04/16/2026 text)

Position: Support

Notes:

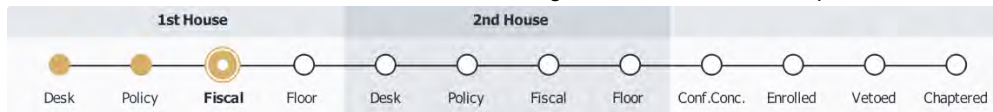
State Water Contractors' sponsored measure to statutorily extend the term of the SWP water rights permits through 2085

AB 2216 (Aguiar-Curry, D) Sacramento-San Joaquin Delta Conservancy.

Current Text: 04/06/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/06/2026

Status: 04/22/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 04/22/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law establishes in the Natural Resources Agency the Sacramento-San Joaquin Delta Conservancy. Existing law requires the conservancy to act as a primary state agency to implement ecosystem restoration in the Delta and to support efforts that advance environmental protection and the economic well-being of Delta residents. Existing law specifies the composition of the governing board of the conservancy and requires liaison advisers to serve in an advisory, nonvoting capacity. Existing law requires the conservancy to prepare and adopt a strategic plan to achieve the goals of the conservancy and requires the strategic plan to be consistent with certain plans. Existing law authorizes the conservancy to engage in partnerships with nonprofit organizations, local public agencies, and landowners, and authorizes the conservancy to provide grants and loans to state agencies, local public agencies, and nonprofit organizations to further the goals of the conservancy. Existing law establishes the Sacramento-San Joaquin Delta Conservancy Fund in the State Treasury. Existing law makes moneys in the fund available, upon appropriation by the Legislature, for purposes of these provisions. This bill would expand the area covered by the conservancy to include the Valley, as defined. The bill would rename the conservancy the Valley and Delta Conservancy, rename the Sacramento-San Joaquin Delta Conservancy Fund the Valley and Delta Conservancy Fund, and make conforming changes. (Based on 04/06/2026 text)

Position: Monitor

Notes:

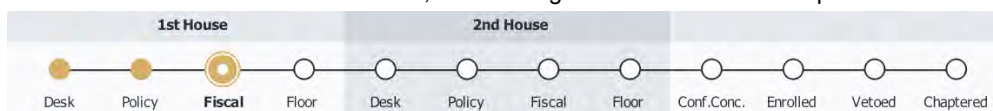
Potential impacts to SWP and SB 872

AB 2218 (Kalra, D) Water policy: California Native American tribes.

Current Text: 04/16/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/16/2026

Status: 05/06/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 05/06/2026 - Assembly APPR. SUSPENSE FILE

Summary: Would require the state government to support California Native Americans to maintain cultural and linguistic traditions, practice ecosystem stewardship, and engage in good faith government-to-government consultations with all California Native American tribes regarding policies that may affect tribal communities. (Based on 04/16/2026 text)

Position: Monitor

Notes:

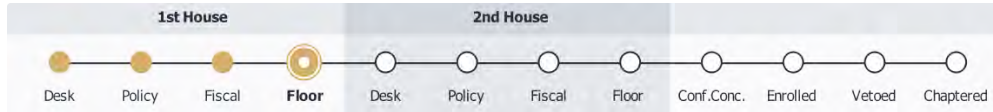
CMUA taking the lead in opposition - Andrea

AB 2322 (Papan, D) Water discharge: commercial, industrial, or institutional sites.

Current Text: 04/06/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/06/2026

Status: 04/30/2026 - Read second time. Ordered to third reading.



Location: 04/30/2026 - Assembly THIRD READING

Summary: The State Water Resources Control Board and the 9 California regional water quality control boards prescribe waste discharge requirements for the discharge of stormwater by municipalities and industries in accordance with the federal national pollutant discharge elimination system (NPDES) permit program, established by the federal Clean Water Act and the Porter-Cologne Water Quality Control Act. Under existing law, the state board and the 9 regional water quality control boards issue permits for the discharge of stormwater from municipal separate storm sewer systems (MS4s). For purposes of issuing permits for the discharge of stormwater from MS4s, this bill define “commercial, industrial, or institutional site” or “CII site” as a privately owned parcel or contiguous parcels of land that are commercial, industrial, or institutional based on the appropriate county tax assessor land use codes, as specified. (Based on 04/06/2026 text)

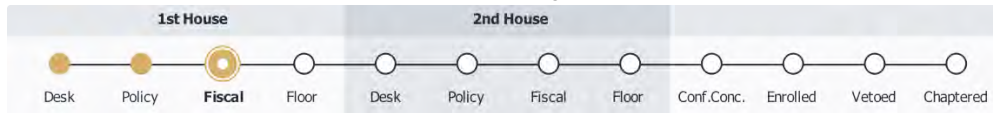
Position: Monitor

AB 2447 (Bauer-Kahan, D) Water: Nitrogen Pollution Reduction Act.

Current Text: 04/06/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/06/2026

Status: 05/06/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 05/06/2026 - Assembly APPR. SUSPENSE FILE

Summary: Under existing law, the Porter-Cologne Water Quality Control Act, the State Water Resources Control Board and the California regional water quality control boards are the principal state agencies with authority over matters relating to water quality. The act requires the state board to formulate and adopt state policies for water quality control and requires the regional boards to adopt regional water quality control plans in compliance with the state policies. Under the act, the state board and the regional boards prescribe waste discharge requirements for the discharge of waste that could affect the quality of the waters of the state. This bill would require the State Water Resources Control Board to require the regional boards to update the Irrigated Lands Regulatory Program in order to reduce nitrogen waste discharges from commercial irrigated agricultural areas, as provided. The bill would require the regional boards to adopt revised orders with waste discharge requirements on or before January 1, 2028, that are sufficient to meet certain reductions in nitrogen waste discharges. The bill would require the state board to, on or before July 1, 2027, publish both a list of standardized crop names and categories, and a statewide methodology for calculating, and field-level reporting of, nitrogen balances for croplands, including nitrogen fertilizer applications and nitrogen discharges, that account for available soil nitrogen, to be used by the regional boards and incorporated into the revised orders. (Based on 04/06/2026 text)

Position: Monitor

Notes:

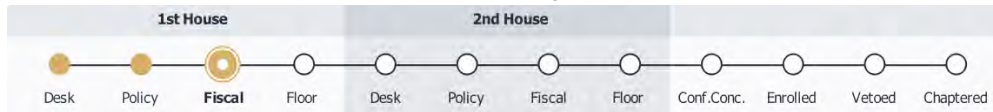
May impact ag community in tri-valley

AB 2469 (Papan, D) Data centers: water use disclosures.

Current Text: 04/08/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/08/2026

Status: 05/06/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 05/06/2026 - Assembly APPR. SUSPENSE FILE

Summary: The Planning and Zoning Law authorizes the legislative body of any county or city to adopt ordinances that, among other things, regulate the use of buildings, structures, and land as between industry, businesses, residences, and open space, as specified. This bill would prohibit a city, county, or city and county from approving a discretionary or ministerial permit or other entitlement that would result in the construction, or an expansion that increases the maximum peak water use, of a data center unless specified conditions are satisfied,

including, among others, that the applicant provides the city, county, or city and a county prescribed information. The bill would include in this prescribed information a water scarcity plan, a water supply assessment, and a water use assessment, each as provided. The bill would also include in the specified conditions that the construction or expansion is not within the boundaries of a groundwater basin designated as critically overdrafted by the Department of Water Resources, except as specified. (Based on 04/08/2026 text)

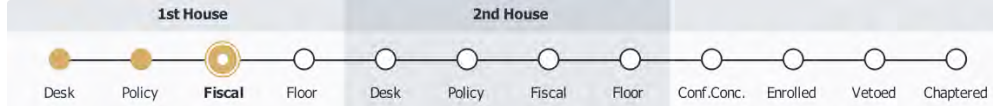
Position: Monitor

AB 2521 (Papan, D) California Council on Science and Technology: water availability study: Central Valley.

Current Text: 04/15/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/15/2026

Status: 05/06/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 05/06/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law requires the State Water Resources Control Board to administer a water rights program pursuant to which the board grants and revokes permits and licenses to appropriate water. Existing law authorizes any person who has an urgent need to divert and use water to apply for, and authorizes the board to issue, a conditional, temporary permit, as prescribed. Existing law finds and declares that the California Council on Science and Technology (CCST) was organized as a nonprofit corporation at the request of the Legislature for the specific purpose of offering expert advice to the state government on public policy issues significantly related to science and technology. This bill would, on or before January 1, 2028, require the Department of Water Resources, in consultation with the State Water Resources Control Board and the Department of Fish and Wildlife, to select 2 watersheds that are within, or drain into, the Central Valley to conduct a watershedwide water availability study. The bill would, subject to an appropriation by the Legislature, request CCST to, in consultation with the Department of Water Resources and the board, undertake and complete a comprehensive study of water availability in the selected watersheds. The bill would require the study to, among other things, determine daily flow rates in rivers, streams, and creeks in the watersheds over the past 30 years to the extent data is available. (Based on 04/15/2026 text)

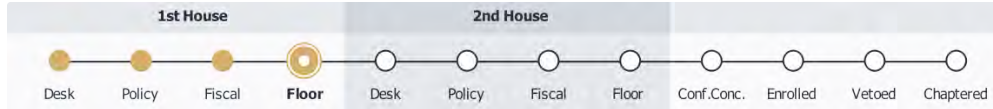
Position: Monitor

AB 2568 (Johnson, R) Water district directors: compensation.

Current Text: 04/27/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/27/2026

Status: 05/04/2026 - Read second time. Ordered to third reading.



Location: 05/04/2026 - Assembly THIRD READING

Summary: Existing law authorizes a water district, as defined, to adopt an ordinance that provides compensation to members of the governing board, as specified. Existing law prohibits a water district from adopting an ordinance that compensates members of the governing board for more than a total of 10 days in any calendar month. This bill would, until January 1, 2032, authorize a water district that has at least 90,000 residents within its jurisdiction to adopt an ordinance that compensates members of the governing board for up to a total of 15 days in any calendar month, but would require the members of the governing board of a water district that compensates its members for more than 10 days in a calendar month to annually adopt a written policy describing, based on a finding supported by substantial evidence, why providing compensation for more than 10 days per calendar month is necessary for the effective operation of the water district. (Based on 04/27/2026 text)

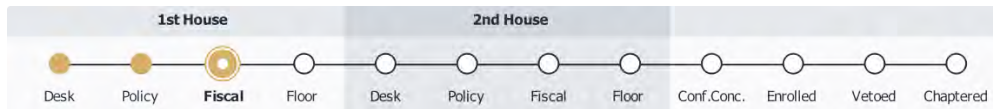
Position: Monitor

AB 2619 (Papan, D) Water resources: data centers.

Current Text: 04/08/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/08/2026

Status: 05/06/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 05/06/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law authorizes the legislative body of an incorporated city and the county board of supervisors to license businesses carried on within their respective jurisdictions and to set license fees, as specified. This bill would require a person who owns or operates a data center, prior to applying to a city or a county for an initial business license, equivalent instrument, or permit, to provide its water supplier, under penalty of perjury, an estimate of the expected water use, the anticipated source of water, and the data center's projected water use volume for the maximum day, maximum month, and average year. When applying to a city or county for an initial business license, the bill would require a person who owns or operates a data center to report, under penalty of perjury, on the application, an estimate of the expected water use, the anticipated source of water, and the data center's projected water use volume for the maximum day, maximum month, and average year. When applying to a city or county for a renewal of a business license, equivalent instrument, or

permit, the bill would require a person who owns or operates a data center to report, under penalty of perjury, on the application, the data center's annual water use for the preceding calendar year, including total water use, direct water use, and indirect water use, as prescribed. (Based on 04/08/2026 text)

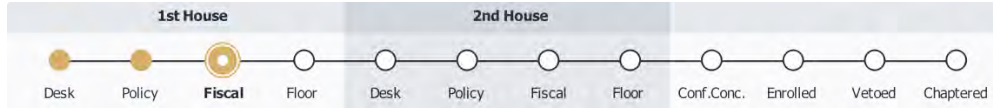
Position: Monitor

AB 2728 (Soria, D) Open and Transparent Water Data Act.

Current Text: 03/19/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 03/19/2026

Status: 04/29/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 04/29/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law, the Open and Transparent Water Data Act, requires the Department of Water Resources, the State Water Resources Control Board, and the Department of Fish and Wildlife to coordinate and integrate existing water and ecological data from local, state, and federal agencies for specified purposes, including, among others, improving the management of the state's water resources. This bill would specify for purposes of that provision that improving the management of the state's water resources includes improving the efficacy of management actions. This bill contains other related provisions and other existing laws. (Based on 03/19/2026 text)

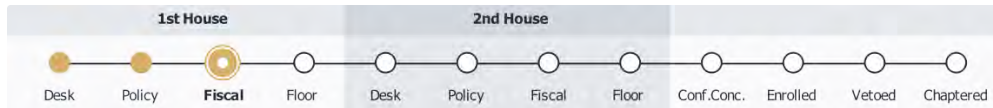
Position: Monitor

AB 2739 (Soria, D) Water: affordability and system stabilization.

Current Text: 04/06/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/06/2026

Status: 04/29/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 04/29/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law establishes in the Natural Resources Agency the Department of Water Resources. Existing law vests in the department powers, duties, purposes, responsibilities, and jurisdiction in matters pertaining to water or dams. Existing law declares the responsibility of the state to assist local governments in providing certain essential services and facilities where water resource construction projects financed, in whole or in part, by the state or by the state jointly with the federal government create an undue burden on a local area's ability to provide these services and facilities. Existing law, the California Safe Drinking Water Act, requires the State Water Resources Control Board to administer provisions relating to the regulation of drinking water to protect public health. Existing law declares it to be the established policy of the state that every human being has the right to safe, clean, affordable, and accessible water adequate for human consumption, cooking, and sanitary purposes. This bill would establish in the State Treasury the Water Affordability and System Stabilization Fund for holding the principal and income of the Water Affordability and System Stabilization Trust, which the bill would create. The bill would designate the Treasurer as trustee of the trust, as specified, and would require the trustee, among other things, to hold, manage, and invest the principal of the trust with the obligation of providing a growing perpetual source of annual funding to the Water Rate Assistance Fund, administered by the state board, and the Community Water Affordability Assistance Fund, administered by the department, beginning 25 years after the Legislature transfers funding from the General Fund to the Water Affordability and System Stabilization Fund. (Based on 04/06/2026 text)

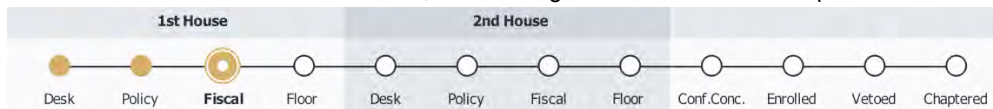
Position: Monitor

AB 2777 (Committee on Environmental Safety and Toxic Materials) State Water Pollution Control Revolving Fund program: loans: outdoor eating areas: water reuse.

Current Text: 03/26/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 03/26/2026

Status: 05/06/2026 - In committee: Set, first hearing. Referred to APPR. suspense file.



Location: 05/06/2026 - Assembly APPR. SUSPENSE FILE

Summary: Existing law establishes the State Water Pollution Control Revolving Fund program, pursuant to which state and federal funds are continuously appropriated from the State Water Pollution Control Revolving Fund to the State Water Resources Control Board for loans and other financial assistance for purposes related to the federal Clean Water Act. Existing law establishes the State Water Pollution Control Revolving Fund Administration Fund (administration fund) to provide funds, upon appropriation by the Legislature, to be expended by the state board for payment of the reasonable costs of administering the State Water Pollution Control Revolving Fund. Existing law authorizes the state board to assess an annual charge for financial assistance services, not to exceed 1% of the financial assistance repayment amount and computed according to the true interest cost method, as provided, and requires those annual charges to be

deposited into the administration fund. Existing law authorizes the financial service rate to be applied at any time during the term of the financial assistance and requires the rate to remain unchanged for the duration of the financial assistance. Existing law prohibits the financial assistance rate from increasing the financial assistance repayment amount after being applied. Existing law requires the state board to, at least once each fiscal year, adjust the financial assistance service rate. Existing law requires the state board to set the total amount of revenue collected each year through the annual charges at an amount that is equal as practicable to the appropriation amount set forth in the annual Budget Act. This bill would additionally authorize the state board to assess fees in place of an annual charge for financial assistance and would authorize the fees or annual charge to be assessed at any rate as permitted by federal law. (Based on 03/26/2026 text)

Position: Monitor

Notes:

CASA and others bill on SRF

AB 2787 (Committee on Water, Parks, and Wildlife) Water, parks, and wildlife: omnibus bill.

Current Text: 03/12/2026 - Introduced [HTML](#) [PDF](#)

Status: 05/07/2026 - Read third time. Passed. Ordered to the Senate. (Ayes 66. Noes 0.) In Senate. Read first time. To Com. on RLS. for assignment.



Location: 05/07/2026 - Senate Rules

Summary: Existing law requires the Department of Fish and Wildlife to establish the Nesting Bird Habitat Incentive Program to encourage landowners to cultivate or retain certain plants to provide waterfowl and other game bird nesting habitat cover and authorizes the department to enter into grants or contracts with landowners and other specified entities to implement the program, as specified. Existing law authorizes the department, except for specified types of contracts, to enter into contracts with, or grant funds to, public and private entities for fish and wildlife habitat preservation, restoration, and enhancement whenever the department finds that the contract will assist in meeting the department’s duty to preserve, protect, and restore fish and wildlife. Existing law, for purposes of this authorization, provides for certain public contract rules and establishes exemptions from certain labor requirements. This bill would, except as specified, apply those last described provisions to contracts and other agreements for the management and operation of department-managed lands and contracts and grants under the Nesting Bird Habitat Incentive Program, as provided. (Based on 03/12/2026 text)

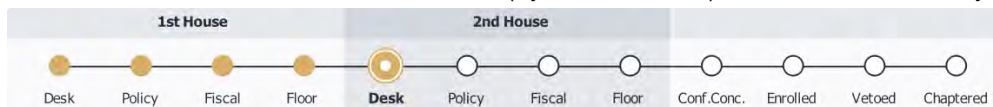
Position: Monitor

SB 239 (Arreguín, D) Open meetings: teleconferencing: subsidiary body.

Current Text: 04/07/2025 - Amended [HTML](#) [PDF](#)

Last Amended: 04/07/2025

Status: 01/27/2026 - Read third time. Passed. (Ayes 29. Noes 11.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 01/27/2026 - Assembly DESK

Summary: The Ralph M. Brown Act requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. The act generally requires for teleconferencing that the legislative body of a local agency that elects to use teleconferencing post agendas at all teleconference locations, identify each teleconference location in the notice and agenda of the meeting or proceeding, and have each teleconference location be accessible to the public. Current law also requires that, during the teleconference, at least a quorum of the members of the legislative body participate from locations within the boundaries of the territory over which the local agency exercises jurisdiction, except as specified. Current law, until January 1, 2026, authorizes specified neighborhood city councils to use alternate teleconferencing provisions related to notice, agenda, and public participation, as prescribed, if, among other requirements, the city council has adopted an authorizing resolution and 2/3 of the neighborhood city council votes to use alternate teleconference provisions, as specified. This bill would authorize a subsidiary body, as defined, to use alternative teleconferencing provisions and would impose requirements for notice, agenda, and public participation, as prescribed. The bill would require the subsidiary body to post the agenda at each physical meeting location designated by the subsidiary body, as specified. The bill would require the members of the subsidiary body to visibly appear on camera during the open portion of a meeting that is publicly accessible via the internet or other online platform, as specified. (Based on 04/07/2025 text)

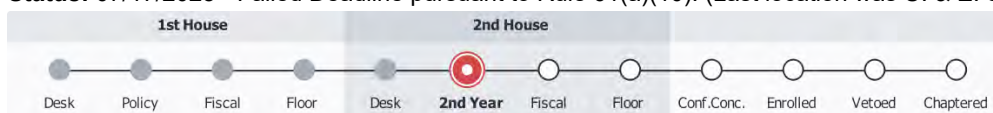
Position: Watch

SB 330 (Padilla, D) Electrical transmission infrastructure: financing.

Current Text: 06/30/2025 - Amended [HTML](#) [PDF](#)

Last Amended: 06/30/2025

Status: 07/17/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was U. & E. on 6/9/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Assembly 2 YEAR

Summary: Current law makes an environmental leadership development project, as defined, that meets specified requirements and is certified by the Governor eligible for streamlined procedures under the California Environmental Quality Act (CEQA). Current law authorizes persons proposing eligible facilities, including certain electrical transmission lines and electrical transmission projects, to file applications, on or before June 30, 2029, with the State Energy Resources Conservation and Development Commission (Energy Commission) to certify sites and related facilities as environmental leadership development projects, as specified. Current law makes a site and related facility certified by the Energy Commission as an environmental leadership development project subject to streamlined procedures under CEQA with no further action by the applicant or the Governor. Under current law, the Energy Commission's certification of sites and related facilities is in lieu of any permit, certificate, or similar document required by any state, local, or regional agency, or federal agency to the extent permitted by federal law, for the use of the sites and related facilities, and supersedes any applicable statute, ordinance, or regulation of any state, local, or regional agency, or federal agency to the extent permitted by federal law, except as specified. This bill would authorize the Governor to establish one or more pilot projects to develop, finance, or operate electrical transmission infrastructure that meets specified criteria, including, among other things, that the transmission infrastructure is identified by the Independent System Operator in its transmission planning process as a project subject to competitive bidding and necessary to support clean energy generation to meet the state's clean energy goals. The bill would require the Governor to designate existing state agencies, local public agencies, tribal organizations, or joint powers authorities to implement the pilot projects. (Based on 06/30/2025 text)

Position: Monitor

Notes:

SWC = Support

SB 540 **(Becker, D) Independent System Operator: independent regional organization: California Renewables Portfolio Standard Program.**

Current Text: 05/29/2025 - Amended [HTML](#) [PDF](#)

Last Amended: 05/29/2025

Status: 09/09/2025 - Failed Deadline pursuant to Rule 61(a)(10). (Last location was U. & E. on 7/10/2025)(May be acted upon Jan 2026)



Location: 07/17/2025 - Assembly 2 YEAR

Summary: Current law provides for the establishment of an Independent System Operator (ISO) as a nonprofit public benefit corporation and requires the ISO to ensure efficient use and reliable operation of the electrical transmission grid consistent with achieving planning and operating reserve criteria no less stringent than those established by the Western Electricity Coordinating Council and the North American Electric Reliability Council. The Clean Energy and Pollution Reduction Act of 2015 provides for the transformation of the ISO into a regional organization, with the approval of the Legislature, pursuant to a specified process. That process provides that modifications to the ISO's governance structure, through changes to its bylaws or other corporate governance documents, will not become effective until the ISO, the Public Utilities Commission (PUC), the State Energy Resources Conservation and Development Commission (Energy Commission), the State Air Resources Board (state board), the Governor, and the Legislature take specified actions on or before January 1, 2019. This bill would delete the above-described provisions providing for the transformation of the ISO into a regional organization. The bill would authorize the ISO and the electrical corporations that are participating transmission owners whose transmission systems are operated by the ISO to use voluntary energy markets governed by an independent regional organization, only if specified requirements are satisfied. The bill would authorize the ISO, on or after January 1, 2028, to implement tariff modifications accepted by the Federal Energy Regulatory Commission to operate the energy markets whose rules are governed by an independent regional organization if the governing board of the ISO adopts a resolution, as specified, finding that each of the specified requirements have been, or will be, adopted by the independent regional organization. (Based on 05/29/2025 text)

Position: Watch

Notes:

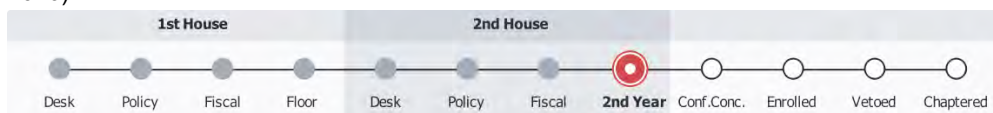
SWC = watch

SB 599 **(Caballero, D) Atmospheric rivers: research: forecasting methods: experimental tools.**

Current Text: 04/24/2025 - Amended [HTML](#) [PDF](#)

Last Amended: 04/24/2025

Status: 09/11/2025 - Failed Deadline pursuant to Rule 61(a)(14). (Last location was INACTIVE FILE on 9/10/2025)(May be acted upon Jan 2026)



Location: 09/11/2025 - Assembly 2 YEAR

Summary: Current law establishes the Atmospheric Rivers Research and Forecast Improvement Program: Enabling Climate Adaptation Through Forecast-Informed Reservoir Operations and Hazard Resiliency (AR/FIRO) Program in the Department of Water Resources. Current law requires the department to operate reservoirs in a manner that improves flood protection, and to reoperate flood control and water storage facilities to capture water generated by atmospheric rivers. This bill would, for novel forecasting methods researched, developed, and implemented by the department, require the department to include the use of experimental tools that produce seasonal and subseasonal atmospheric river forecasts, as defined. (Based on 04/24/2025 text)

Position: Watch

Notes:

SWC = watch

SB 601

(Allen, D) Water: waste discharge.

Current Text: 07/10/2025 - Amended [HTML](#) [PDF](#)

Last Amended: 07/10/2025

Status: 08/28/2025 - Failed Deadline pursuant to Rule 61(a)(11). (Last location was APPR. SUSPENSE FILE on 8/20/2025)(May be acted upon Jan 2026)



Location: 08/28/2025 - Assembly 2 YEAR

Summary: The State Water Resources Control Board and the 9 California regional water quality control boards regulate water quality and prescribe waste discharge requirements in accordance with the Porter-Cologne Water Quality Control Act (act) and the National Pollutant Discharge Elimination System (NPDES) permit program. Under the act, the State Water Resources Control Board is authorized to adopt water quality control plans for waters for which quality standards are required by the federal Clean Water Act, as specified, and that in the event of a conflict, those plans supersede regional water quality control plans for the same waters. This bill would authorize the state board to adopt water quality control plans for nexus waters, which the bill would define as all waters of the state that are not also navigable, except as specified. The bill would require any water quality standard that was submitted to, and approved by, or is awaiting approval by, the United States Environmental Protection Agency or the state board that applied to nexus waters as of May 24, 2023, to remain in effect, as provided. (Based on 07/10/2025 text)

Position: Watch

Notes:

CMUA = Opposed

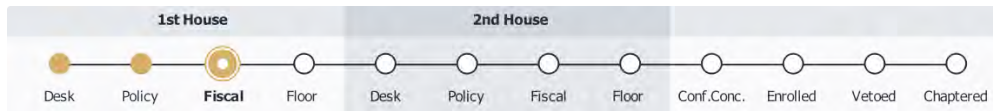
SB 872

(McNerney, D) Delta Levees and Canal Subsidence Fund.

Current Text: 04/14/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/14/2026

Status: 05/08/2026 - Set for hearing May 14.



Location: 04/27/2026 - Senate APPR. SUSPENSE FILE

Summary: The Sacramento-San Joaquin Delta Reform Act of 2009 declares that the Sacramento-San Joaquin Delta (Delta) is a critically important natural resource for California and the nation and it serves as both the hub of the California water system and the most valuable estuary and wetland ecosystem on the west coast of North and South America. Existing law establishes in the Natural Resources Agency the Department of Water Resources. Existing law requires the department and the Department of Fish and Wildlife to determine the principal options for the Delta and requires the department to evaluate and comparatively rate each option for its ability to do specified things, including, among others, to maintain Delta water quality for Delta users, and to preserve, protect, and improve Delta levees. Existing law establishes in the agency the Sacramento-San Joaquin Delta Conservancy. Existing law requires the conservancy to act as a primary state agency to implement ecosystem restoration in the Delta and to support efforts that advance environmental protection and the economic well-being of Delta residents. Existing law provides for the preservation of specified management areas of the Suisun Marsh, pursuant to a protection plan prepared and adopted by the San Francisco Bay Conservation and Development Commission, as provided. This bill would establish the Delta Levees and Canal Subsidence Fund in the State Treasury and, upon appropriation, would make the moneys in the fund available to the Secretary of the Natural Resources Agency for expenditure consistent with the allocations described below. The bill would authorize the secretary to seek out, and the fund to accept, state moneys from, among other sources, any bond funds, the General Fund, or the Greenhouse Gas Reduction Fund. The bill would authorize the fund to accept moneys from nonstate sources, including federal and private moneys, and would continuously appropriate those moneys without regard to fiscal year, for allocation as described below, thereby making an appropriation. The bill would require the secretary to allocate moneys in the fund, through the 2046–47 fiscal year, subject to funding availability, as follows: (1) in the amount of \$150,000,000, annually, to the Department of Water Resources for the purposes of supporting capital improvements to restore the original design water conveyance capacity for state water conveyance systems, as defined, impacted operationally by land subsidence, and (2) in the amount of \$150,000,000, annually, to the conservancy for projects in the Delta or Suisun Marsh to improve existing levees, as specified. (Based on 04/14/2026 text)

Position: Support

Notes:

Subsidence/conveyance funding

Delta levee repairs

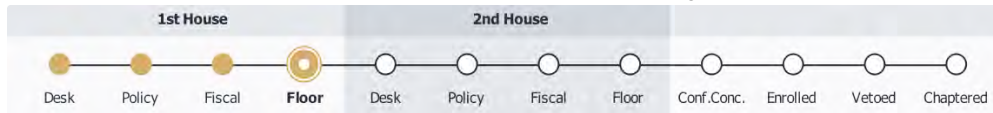
SB 952

(Laird, D) State Water Project: renewable energy resources and zero-carbon resources.

Current Text: 03/17/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 03/17/2026

Status: 04/28/2026 - Read second time. Ordered to third reading.



Location: 04/28/2026 - Senate THIRD READING

Summary: Under existing law, it is the policy of the state that eligible renewable energy resources and zero-carbon resources supply 90% of all retail sales of electricity to California end-use customers by December 31, 2035, 95% of all retail sales of electricity to California end-use customers by December 31, 2040, 100% of all retail sales of electricity to California end-use customers by December 31, 2045, and 100% of electricity procured to serve all state agencies by December 31, 2035, as specified. Existing law requires the Department of Water Resources to procure eligible renewable energy resources and zero-carbon resources to satisfy those obligations imposed on the State Water Resources Development System, commonly known as the State Water Project, pursuant to that policy. Existing law requires the department, in conducting procurement, to consider specified factors and requires that all resources procured be used first to meet the department's own electricity needs. This bill would require the department, in conducting procurement, to consider portfolio diversity, resource type, location, and hours of typical peak operation. (Based on 03/17/2026 text)

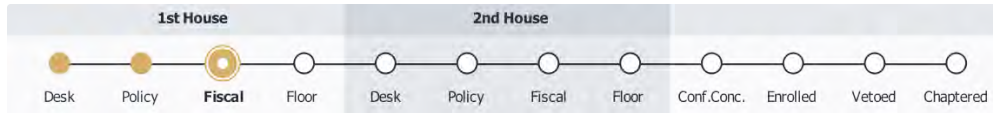
Position: Support

SB 1001 (Archuleta, D) Local agency, public utility, or mutual water company: personnel access: Personal Identity Verification-Interoperable.

Current Text: 04/21/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/21/2026

Status: 05/08/2026 - Set for hearing May 14.



Location: 04/27/2026 - Senate APPR. SUSPENSE FILE

Summary: Existing law authorizes officers of the Department of the California Highway Patrol, police departments, marshal's office or sheriff's office, and officers or employees of the Department of Forestry and Fire Protection or the Department of Fish and Wildlife designated as peace officers to close to all unauthorized persons an area where a menace to the public health or safety created by a calamity exists for the duration of the menace and the immediate area surrounding any emergency field command post or any other command post activated for the purpose of abating a calamity, riot, or other civil disturbance, as specified. Under existing law, an unauthorized person who enters or remains in a closed area, as prescribed, is guilty of a misdemeanor. This bill would, beginning on July 1, 2028, require the Office of Emergency Services, upon request, to issue a local agency, public utility, or mutual water company responsible for public works and critical infrastructure with specified credentialing to facilitate personnel access to an area during or following a natural disaster, act of terrorism, or other man-made disaster. The bill would specify that the credentialing, a Personal Identity Verification-Interoperable (PIV-I), would conform with the federal Personal Identity Verification standards pursuant to federal National Incident Management System guidelines. (Based on 04/21/2026 text)

Position: Monitor

Notes:

ACWA JPIA sponsor

SB 1005 (Caballero, D) Local agency: payment: rounding amount.

Current Text: 02/09/2026 - Introduced [HTML](#) [PDF](#)

Status: 05/04/2026 - Referred to Com. on L. GOV.



Location: 05/04/2026 - Assembly Local Government

Summary: Current law requires a public agency to accept specified methods of payment for designated obligations. This bill would authorize a local agency to round the amount of any payment made wholly or partly in cash to the local agency, or any refund or other amount tendered wholly or partly in cash by the local agency, to the nearest \$0.05. The bill would apply to a local agency only if the governing body of the local agency adopts, by majority vote, a resolution to make its provisions applicable to the local agency. The bill would define terms for its purposes. (Based on 02/09/2026 text)

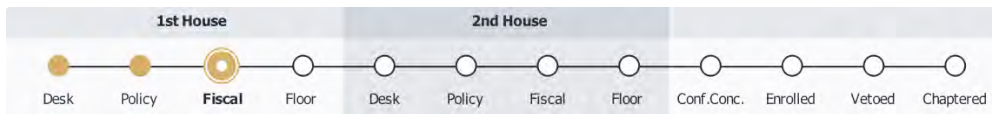
Position: Monitor

SB 1064 (Dahle, R) Heavy-Duty Vehicle Inspection and Maintenance Program: testing.

Current Text: 04/23/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/23/2026

Status: 05/04/2026 - Set for hearing May 11.



Location: 04/21/2026 - Senate Appropriations

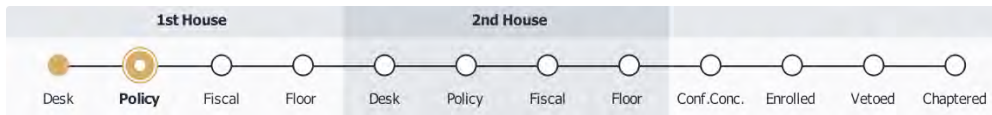
Summary: Existing law requires the State Air Resources Board to develop and implement a Heavy-Duty Vehicle Inspection and Maintenance Program for nongasoline heavy-duty onroad motor vehicles with a gross vehicle weight rating of more than 14,000 pounds. Existing law requires that the program include, among other things, test procedures for different motor vehicle model years and emissions control technologies that measure the effectiveness of the control of emissions of oxides of nitrogen and particulate matter. Existing law requires, as part of the program, the state board to develop a Heavy-Duty Vehicle Inspection and Maintenance Compliance Certificate. Existing law requires the state board to issue the certificate to the legal owner, registered owner, or designee of a vehicle that, at the discretion of the state board, meets the requirements of the program so that vehicle owners and operators may easily demonstrate proof of compliance for specified purposes. This bill would limit specified testing of all nongasoline heavy-duty onroad motor vehicles with a gross vehicle weight rating of more than 14,000 pounds that are considered low use, as defined to not more frequently than annually. (Based on 04/23/2026 text)

Position: Monitor

SB 1068 (Alvarado-Gil, R) Water appropriations.

Current Text: 02/13/2026 - Introduced [HTML](#) [PDF](#)

Status: 02/26/2026 - Referred to Com. on RLS.



Location: 02/13/2026 - Senate Rules

Summary: Current law requires the State Water Resources Control Board to consider and act upon all applications for permits to appropriate water. This bill would make a nonsubstantive change to that provision. (Based on 02/13/2026 text)

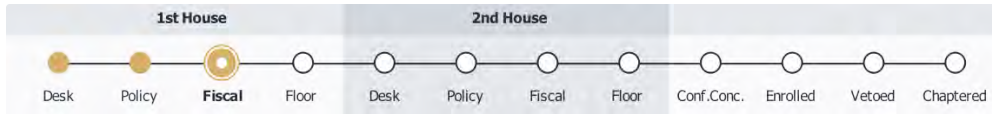
Position: Monitor

SB 1085 (Durazo, D) Water supply planning: housing developments.

Current Text: 04/23/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/23/2026

Status: 05/04/2026 - Set for hearing May 11.



Location: 04/22/2026 - Senate Appropriations

Summary: The California Environmental Quality Act (CEQA) requires a lead agency, as defined, to be responsible for determining whether a project is exempt from CEQA and whether an environmental impact report, a negative declaration, or a mitigated negative declaration is required. Existing law requires a city or county that determines a certain type of project is subject to the requirements of CEQA to identify any public water system that may supply water for the project and to request those public water systems to prepare a specified water supply assessment, as provided. This bill, among other things, would instead require a city or county, upon receipt of a preliminary application for a housing development project that meets certain conditions, or upon a development application for certain projects being determined as complete or deemed complete, to make that identification of public water systems. The bill would require a city or county, within 15 days of receiving an application that meets either of the above-mentioned criteria, to request each identified public water system to determine whether the projected water demand associated with the proposed project was included in the most recently adopted urban water management plan. (Based on 04/23/2026 text)

Position: Monitor

Notes:

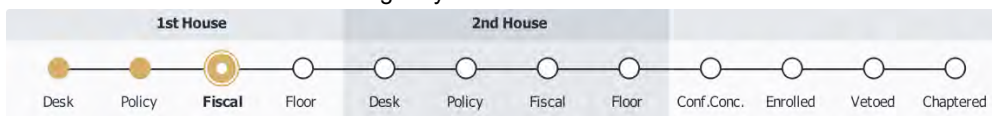
EBMUD sponsor
ACWA recommends Favor

SB 1153 (Caballero, D) Disaster preparedness: urban retail water suppliers and public water systems: wildfire.

Current Text: 04/28/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/28/2026

Status: 05/04/2026 - Set for hearing May 11.



Location: 04/21/2026 - Senate Appropriations

Summary: The California Emergency Services Act requires all public water systems, as defined, with 10,000 or more service connections to review and revise their disaster preparedness plans in conjunction with related agencies, including, but not limited to, local fire

departments and the Office of Emergency Services, to ensure that the plans are sufficient to address possible disaster scenarios. A person, as defined, who violates the provisions of this act is guilty of a misdemeanor. This bill, beginning January 1, 2028, would require all urban retail water suppliers, as defined, serving a high or very high fire hazard severity zone to include incident-specific response procedures for wildfires as part of their disaster preparedness plans, including any applicable emergency response plan as required by federal law. The bill would require these plans to include, among other things, mitigation actions, including actions, procedures, and equipment, that can obviate or significantly lessen the impact of a wildfire on the water system and the supply of drinking water provided by the water supplier. Because violation of these requirements by certain urban retail water suppliers would constitute a misdemeanor, the bill would expand the scope of a crime, thereby imposing a state-mandated local program. (Based on 04/28/2026 text)

Position: Monitor

Notes:

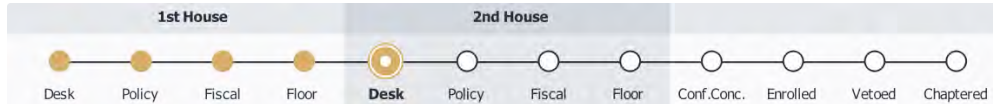
Potential impacts to retailers

ACWA Sponsored bill - provide clarity in statute to water agency responsibilities to wildfire

SB 1187 (Durazo, D) Open meetings: majority.

Current Text: 02/19/2026 - Introduced [HTML](#) [PDF](#)

Status: 05/07/2026 - Read third time. Passed. (Ayes 36. Noes 0.) Ordered to the Assembly. In Assembly. Read first time. Held at Desk.



Location: 05/07/2026 - Assembly DESK

Summary: Existing law, the Ralph M. Brown Act, requires, with specified exceptions, that all meetings of a legislative body, as defined, of a local agency be open and public and that all persons be permitted to attend and participate. Existing law defines “meetings” for these purposes to mean any congregation of a majority of the members of a legislative body at the same time and location, as specified, to hear, discuss, deliberate, or take action on any item that is within the subject matter jurisdiction of the legislative body. This bill would define “majority” for purposes of the act to mean the number of members of the legislative body equaling more than half of the total number of seats on the legislative body. The bill would specify that if a seat on the legislative body is vacant, that seat is to still be counted as a seat on the legislative body. This bill contains other related provisions and other existing laws. (Based on 02/19/2026 text)

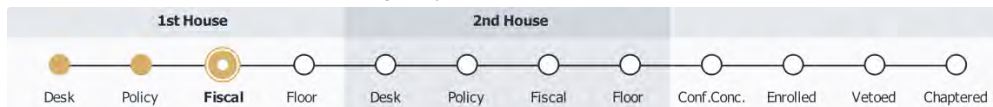
Position: Monitor

SB 1313 (McNerney, D) Drinking water: perfluoroalkyl and polyfluoroalkyl substances.

Current Text: 04/27/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/27/2026

Status: 05/04/2026 - Set for hearing May 11.



Location: 04/22/2026 - Senate Appropriations

Summary: Existing law establishes the Safe Drinking Water State Revolving Fund, and moneys in the fund are continuously appropriated to the State Water Resources Control Board for the provision of grants and revolving fund loans to provide for the design and construction of projects for public water systems that will enable suppliers to meet safe drinking water standards. Existing law provides that moneys in the fund and its special accounts may be expended for additional purposes provided in the federal Safe Drinking Water Act. This bill would provide that moneys in the fund and its special accounts may be considered eligible and expended for projects that address perfluoroalkyl and polyfluoroalkyl substances in drinking water. By expanding the purposes for which a continuously appropriated fund may be expended, the bill would make an appropriation. (Based on 04/27/2026 text)

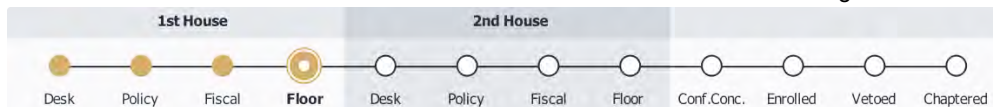
Position: Support

SB 1417 (Pérez, D) Mutual water companies: assessments and water charges: notice.

Current Text: 04/23/2026 - Amended [HTML](#) [PDF](#)

Last Amended: 04/23/2026

Status: 04/23/2026 - Read second time and amended. Ordered to third reading.



Location: 04/23/2026 - Senate THIRD READING

Summary: Existing law authorizes any corporation organized for or engaged in the business of selling, distributing, supplying, or delivering water for irrigation purposes, and requires any corporation organized for or engaged in the business of selling, distributing, supplying, or delivering water for domestic use, to provide in its articles or bylaws that water shall be sold, distributed, supplied, or delivered only to owners of its shares and that those shares are appurtenant to certain lands, as specified. Under existing law, these corporations are known as mutual water companies. This bill would prohibit a mutual water company from charging, issuing a bill, or otherwise seeking to hold tenants of shareholders responsible for the costs of water or its delivery, except for specified tenants, and would

require all notices of charges for water to be sent to the last known address of the shareholder or tenant, as applicable. This bill contains other related provisions and other existing laws. (Based on 04/23/2026 text)

Position: Monitor

Notes:

Precludes a public water system from state funding if they don't do a post-disaster report/analysis first. According to author this bill is going after Altadena post-fire small mutual water systems and huge costs to homeowners to reconnect. ACWA leaning oppose unless amended staff reco

Total Measures: 43

Total Tracking Forms: 43



100 North Canyons Parkway
 Livermore, CA 94551
 (925) 454-5000

ORIGINATING SECTION: Integrated Planning
 CONTACT: Sal Segura/Neeta Bijoor

AGENDA DATE: May 20, 2026

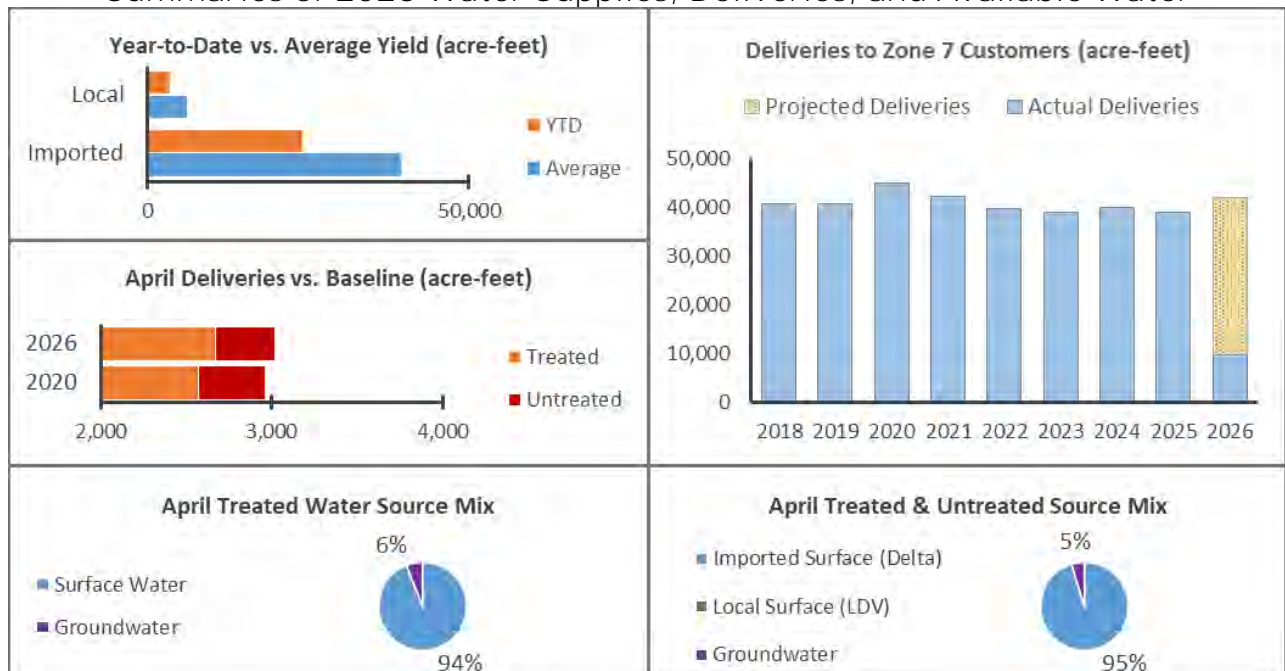
SUBJECT: Monthly Water Inventory and Water Budget Update

SUMMARY:

Zone 7 Water Agency manages its water supply portfolio to deliver safe, reliable, efficient, and sustainable water. This report summarizes current water supply, usage, and storage conditions to support Strategic Plan Goal B – Reliable Water Supply and Infrastructure, and advance Strategic Plan Initiative #5 – Develop a diversified water supply plan and implement supported projects and programs.

The 2026 Annual Review of the Sustainable Water Supply Report, which provides an overall analysis of the annual water supply, is being provided to the Board for the May 20, 2026 Board Meeting. A summary of long-term water supply planning is also included in the Urban Water Management Plan (UWMP), which is updated every five years to assess water supply reliability on a 20-year planning horizon. The next update of the UWMP is due on July 1, 2026, and will be presented to the Board on May 20, 2026. These plans and evaluations account for the various sources of supply and storage available to Zone 7 locally, in State Water Project (SWP) facilities, and Kern County storage and recovery programs.

Summaries of 2026 Water Supplies, Deliveries, and Available Water



ZONE 7 WATER INVENTORY AND WATER BUDGET (April 2026)

Supply and Demand

(See Table 3, Figure 1, Figure 2, Figure 3, and Figure 4)

- Monthly totals: 3,020 acre-feet (AF) delivered to customers (2,670 AF treated production and 350 AF estimated untreated deliveries).
- Total treated water production decreased by 3% compared to last month.
- Treated water sources were 94% surface water and 6% groundwater this month.
 - Treatment plant production was 27.4 million gallons per day (MGD).
 - Wellfield production was 1.7 MGD.

Comparison of Demands: 2026 vs 2020 baseline

(See Table 1)

- In April 2026, Zone 7's overall water demand was 2% higher than in April 2020: treated water production was 4% higher, while estimated untreated deliveries were 10% lower.

Table 1: April 2026 comparison – Treated and Untreated Demands

	Treated Production	Untreated Delivery	Total
April 2026 (AF)	2,670	350	3,020
April 2020 (AF)	2,570	390	2,960
April 2026 vs April 2020	4% higher	10% lower	2% higher

Imported Water

(See Table 2 and Table 3)

- The current 2026 State Water Project (SWP) allocation is 30%, which supplies 24,190 AF to Zone 7. Zone 7 did not use any of its Table A in April.
- As of May 1, Zone 7 has approximately 5,860 AF available classified as SWP carryover water.

Table 2: Available Water Supplies (as of May 1, 2026)

Sources of Water Supplies	Acre-Feet (AF)
Table A	24,190
Water Transfers/ Exchanges ¹	0
SWP Carryover Water	5,860
Lake Del Valle (Carryover + New Yield)	8,500
Livermore Valley Groundwater Basin (AF above Minimum Thresholds)	127,000
Kern Storage and Recovery Programs	106,400
Total	271,950

¹Includes any approved SWP purchases/exchanges, Yuba Accord Water, and Sutter Extension Water District supplies if exercised (Zone 7 entered into a 5-year option agreement to purchase up to 3,000 AF/year).

Groundwater

(See Table 3 and Figure 5)

- The Livermore Valley Groundwater Basin comprises four subbasins. The **Basin’s** estimated maximum storage capacity is 254,000 AF, including the storage capacity below the Minimum Thresholds established in the Alternative Groundwater Sustainability Plan. The estimated storage capacity above the Minimum Thresholds (operational storage) is 126,000 AF.
- Basin storage is approximately 100% of operational storage capacity.
- It is important to note that not all the storage above the Minimum Thresholds is accessible with Zone **7’s** existing wells, as 80% of Zone **7’s** groundwater facilities are in the Amador West subbasin. Furthermore, the presence of per- and polyfluoroalkyl substances (PFAS) compounds in the groundwater basin has limited the use of some wells.
- In April, the total pumping from Zone **7’s** wellfields was approximately 150 AF, making up 6% of the treated supply.
- Estimated groundwater basin outflow on the west side of the Basin was 161 AF in April. This groundwater spills into Arroyo De La Laguna due to a high groundwater table near the Arroyo.
- In April, Zone 7 released 150 AF for artificial recharge releases via Shadow Cliffs. Nevertheless, natural inflow to Arroyo Valle was sufficient to meet the water rights live-stream requirement.

Stream Outflow

(See Table 3)

- Surface runoff exceeded the 10 cubic feet per second (CFS) baseflow at Arroyo De La Laguna at the Verona stream gauge for all of April, resulting in approximately 1,300 AF of outflow.
- Note: Some surface outflow from the Livermore-Amador Valley is mandated for other downstream purposes.

Local Precipitation

(See Figure 7)

- 1.77 inches of precipitation was recorded at Livermore Airport in April.
- As of April 30, Livermore has received 11.80 inches of rain for the water year starting October 1, 2025, and is 87% of average to date.

Sierra Precipitation

(See Figure 8)

- 7.8 inches of precipitation was recorded in the Northern Sierras in April. Historical average precipitation in April is 4.3 inches.
- Cumulative precipitation in the Northern Sierra for Water Year 2026 through May 1 is 49.1 inches, or 101% of average to date.

Sierra Snowpack

(See Figure 9)

- As of May 1, Northern Sierra snow water equivalent was 1.6 inches, or 8% of average to date.

Lake Oroville

(See Figure 10)

- As of April 30, 2026, Lake Oroville storage is at 97% of total capacity, representing 121% of average storage conditions for this date of the year.
 - Storage: 3,319,917 AF
 - Storage as a percentage of total capacity increased by 7% over the month of April

San Luis Reservoir

(See Figure 11)

- San Luis Reservoir is a joint-use facility between the State Water Project and the Central Valley Project. Its total storage capacity is 2,041,000 AF, and the **SWP's** share of the total capacity is 1,062,180 AF. As of May 1, 2026, the total reservoir storage is 1,733,128 AF, of which approximately 954,000 AF belongs to SWP. The SWP's share of the reservoir capacity is 90% full.

Lake Del Valle

(See Table 3 and Figure 6)

- Lake Del Valle holds 40,300 AF as of May 1.
- Zone **7's** estimated water storage in Lake Del Valle at the end of April is approximately 8,500 AF.
- Lake Del Valle inflows peaked at approximately 14 CFS in April. The total volume of inflow in April was enough to satisfy the required releases under Zone **7's** water rights permit.

NOTE: Numbers presented are estimated and subject to refinement over the course of the year.

Table 3: Water Inventory

Water Inventory for Zone 7 Water Agency

Note: Values are rounded. All units in AF unless noted otherwise. Subject to adjustment over the year.

	2025 <i>Jan-Dec</i>	2026 <i>Apr</i>	2026 - YTD <i>Jan-Dec</i>
Source			
Incoming Supplies			
State Water Project (SWP) - Table A	26,320	0	0
State Water Project - Article 21	0	0	0
Lake Del Valle Local Water, (Includes Evap Loss)	8,000	0	0
Water Transfers/Exchanges ¹	0	0	0
Subtotal	34,320	0	0
From Storage			
State Water Project - Carryover	9,160	3,020	8,160
Livermore Valley Groundwater Basin	7,520	150	1,700
Kern Storage and Recovery Programs	0	0	0
Subtotal	16,680	3,170	9,860
Total Supply	51,000	3,170	9,860
Water Use			
Customer Deliveries			
Treated Water Demand ²	34,520	2,670	9,020
Untreated Water Demand	4,360	350	690
Subtotal	38,880	3,020	9,710
To Storage			
Livermore Valley Groundwater Basin Recharge	3,120	0	0
Kern Storage and Recovery Programs	5,000	150	150
Subtotal	8,120	150	150
SWP Transfer			
Water Transfers/Exchanges ³	4,000	0	0
Total Water Use	51,000	3,170	9,860
Available Water Supplies			
Incoming Supplies	End-of-2025		
SWP - Table A (%)	50%	30%	30%
SWP - Table A Remaining	14,020	24,190	24,190
Water Transfers/Exchanges	0	0	0
Subtotal	14,020	24,190	24,190
Storage Balance	End-of-2025		
SWP Carryover	0	5,860	5,860
Lake Del Valle Local Water	4,950	8,500	8,500
Livermore Valley Groundwater Basin ⁴	123,100	127,000	127,000
Kern Storage and Recovery Programs	106,400	106,400	106,400
Subtotal	234,450	247,760	247,760
Total Available Water	248,470	271,950	271,950
Watershed Conditions	End-of-2025		
Precipitation at Livermore Station (in) ⁵	11.7	1.77	6.14
Lake Del Valle Local Water Net Yield	4,950	0	3,550
Measured Change in Groundwater Basin Storage	-900	200	3,900
Surface Water Outflow ⁶	17,990	1,300	11,720

¹ Includes any approved SWP purchases/exchanges and Sutter Extension Water District supplies if exercised.

² Includes a small amount of unaccounted-for water.

³ In 2025, Zone 7 transferred water to the Westside Districts.

⁴ Storage volume is based on most recent groundwater level data; amount shown excludes 128,000 AF of storage below the minimum thresholds.

⁵ Local precipitation reported in Table 3 for 2026YTD is reported on a calendar year basis.

⁶ Surface Water Outflow is estimated based on flow at USGS gage Arroyo De La Laguna at Verona.

Figure 1: Monthly Treated Water Production in Acre-Feet (AF)

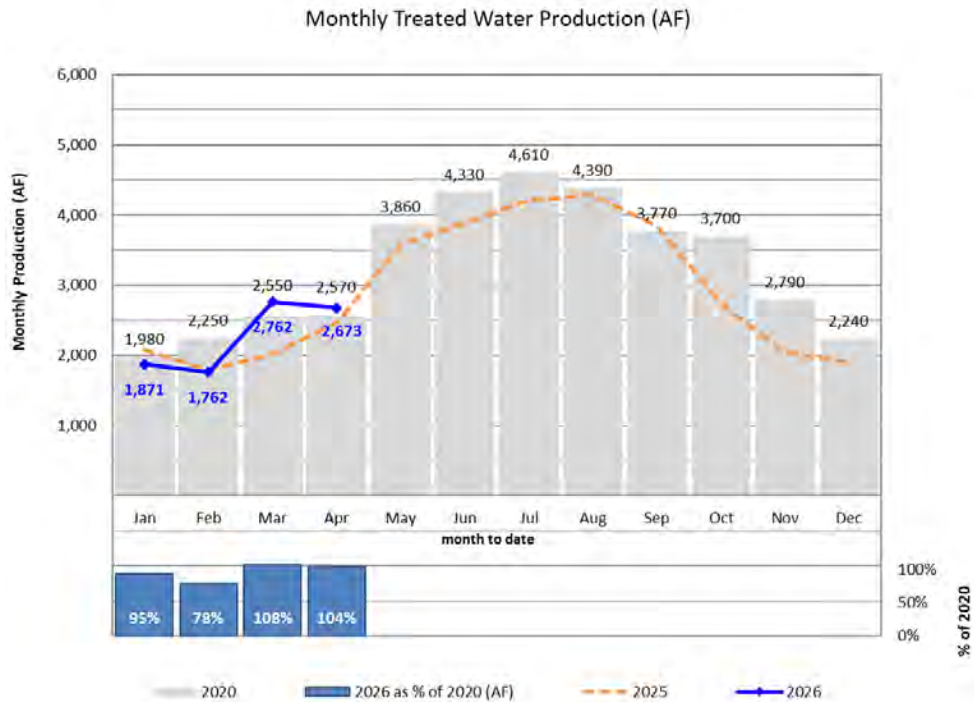
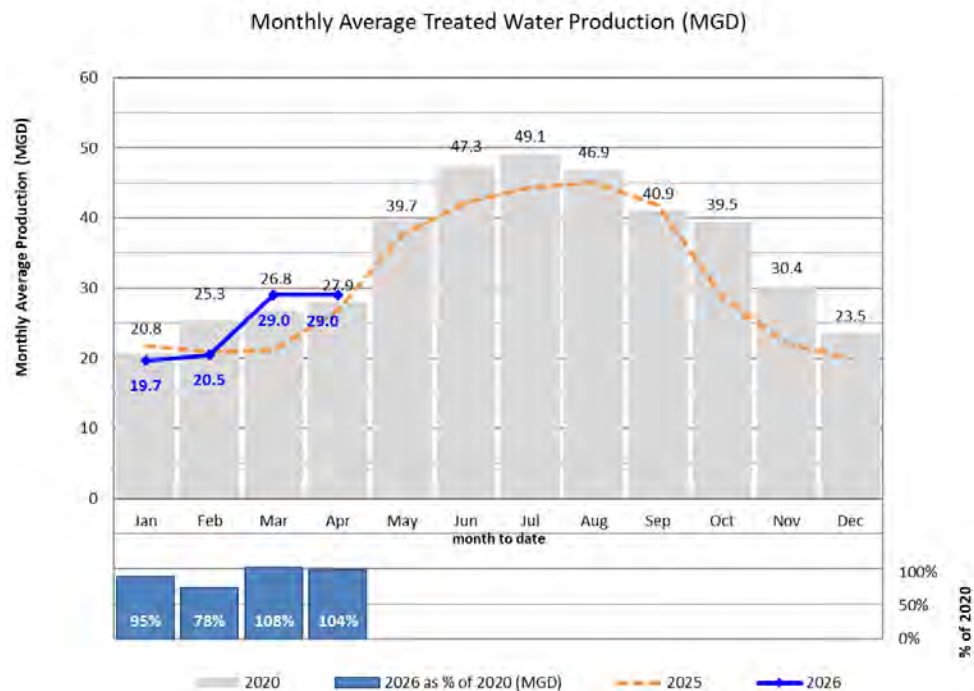
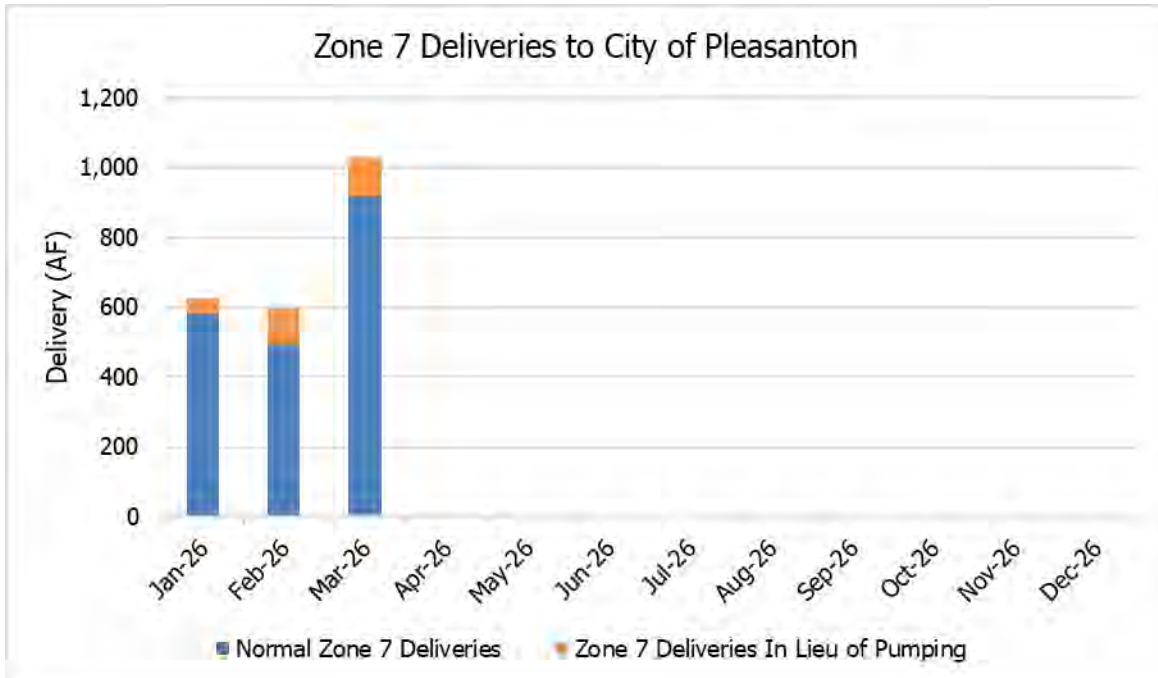


Figure 2: Monthly Treated Water Production in Average Million Gallons Per Day (MGD)

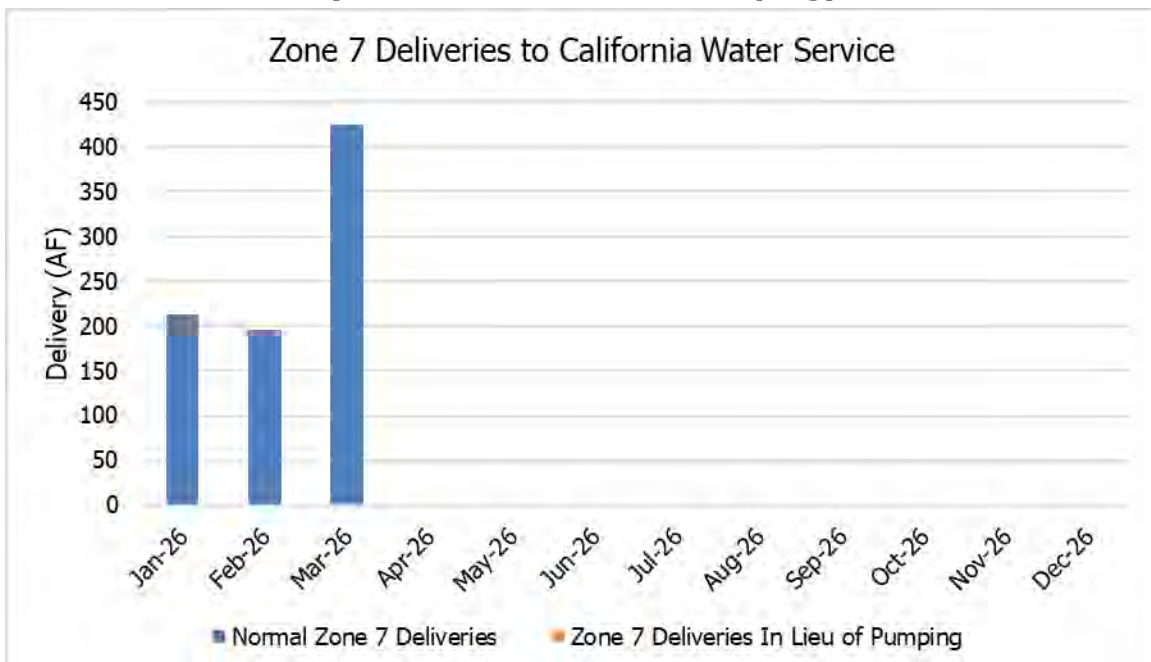


**Figure 3: Pleasanton Estimated In-Lieu Demand
(Based on 2020-2023 Pumping)**



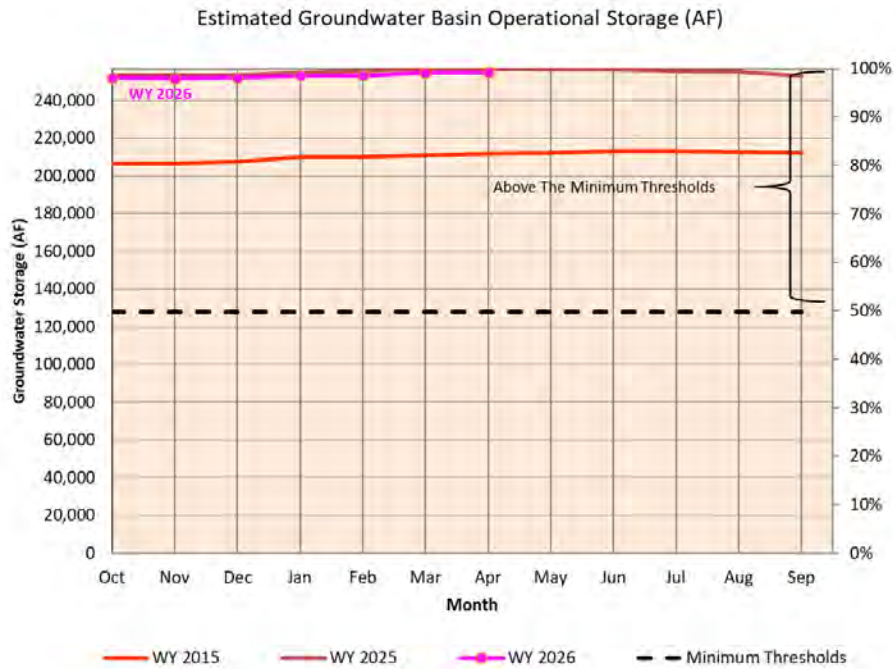
**Pleasanton's pumping data for April is not yet available and will be reflected in future inventories.*

**Figure 4: California Water Service Estimated In-Lieu Demand
(Based on 2020-2023 Pumping)**



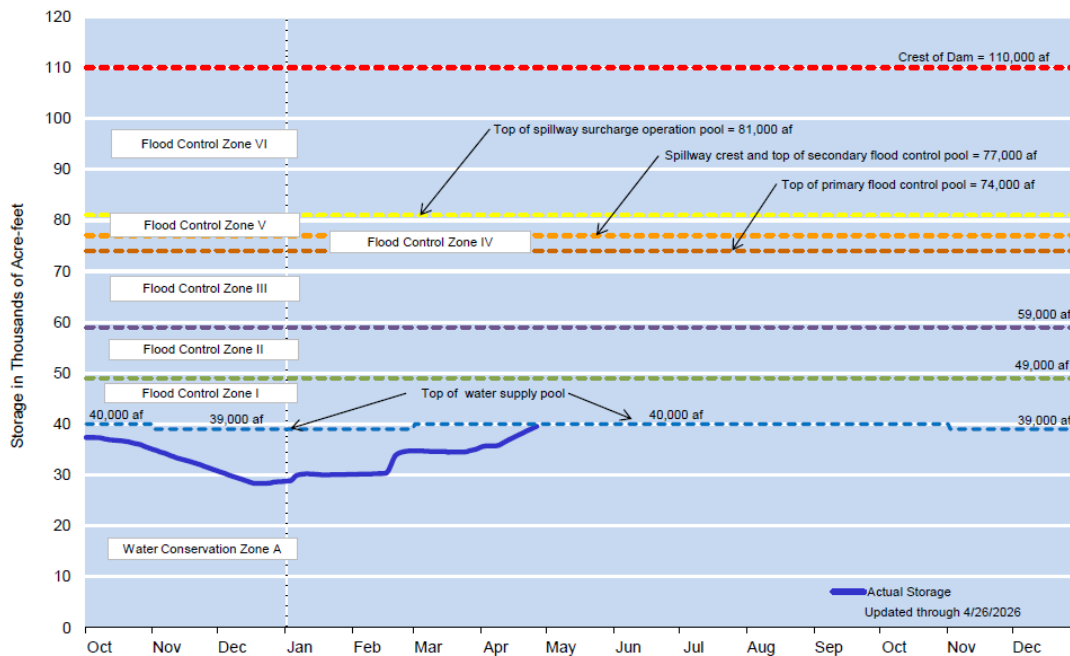
**Cal Water's pumping data for April is not yet available and will be reflected in future inventories.*

Figure 5: Livermore Valley Groundwater Basin Storage*



*The estimated groundwater basin storage represents the combined total storage from all four subbasins.

Figure 6: Lake Del Valle Storage



Source: <https://water.ca.gov/-/media/DWR-Website/Web-Pages/Programs/State-Water-Project/Operations-And-Maintenance/Files/Operations-Control-Office/Project-Wide-Operations/Del-Valle-Weekly-Reservoir-Storage-Chart.pdf>

Figure 7: Local Precipitation

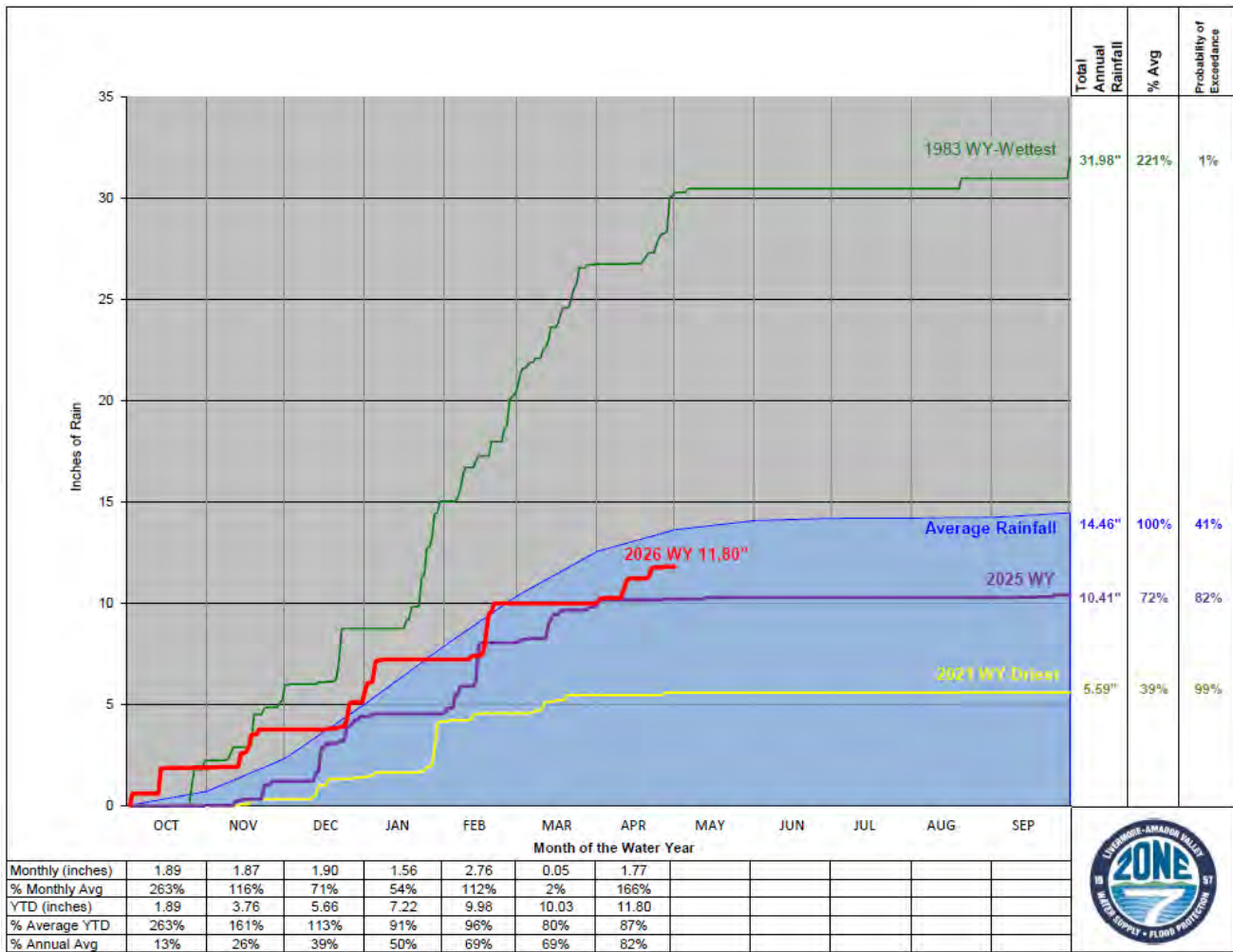
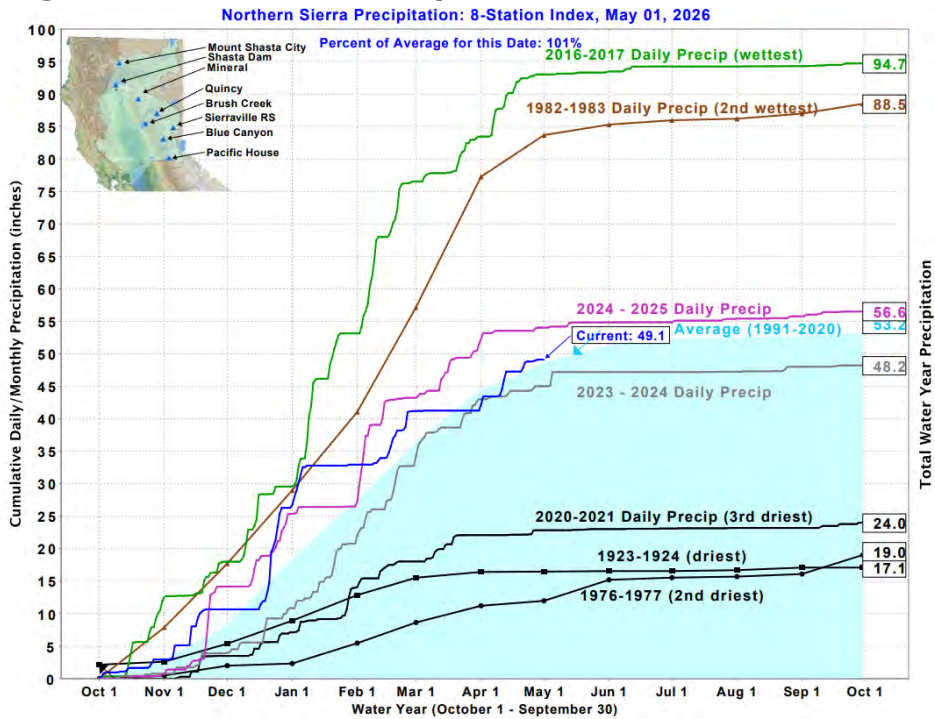


Figure 8: Cumulative Precipitation in the Northern Sierra



Source: http://cdec.water.ca.gov/cgi-progs/products/PLOT_ESI.pdf

Figure 9: Sierra Snowpack

% of April 1 Average / % of Normal for This Date



NORTH	
Data as of April 30, 2026	
Number of Stations Reporting	30
Average snow water equivalent (Inches)	1.6
Percent of April 1 Average (%)	6
Percent of normal for this date (%)	8

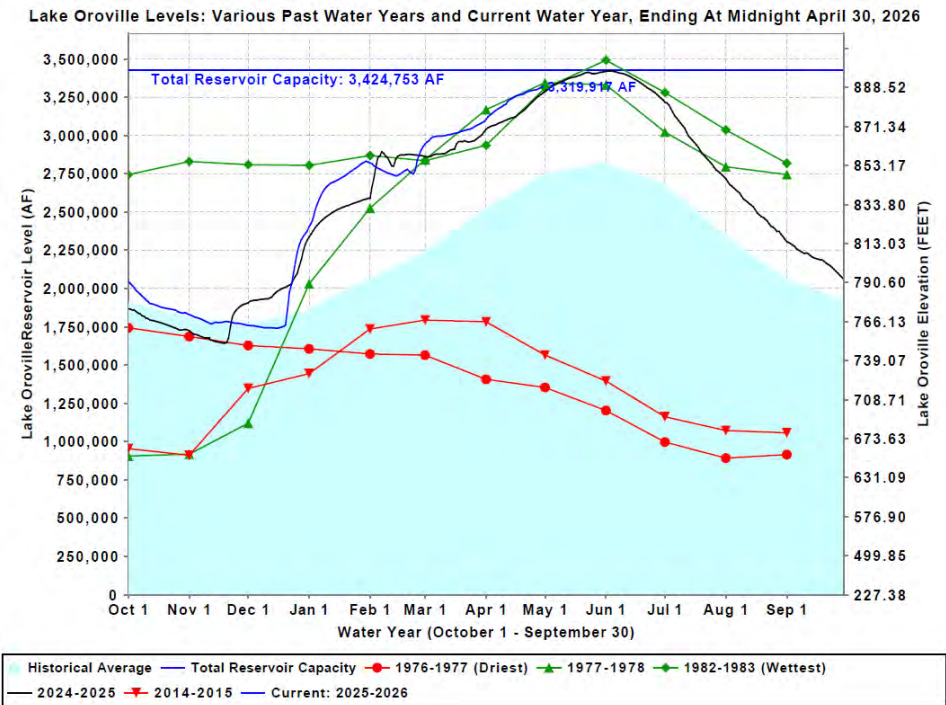
CENTRAL	
Data as of April 30, 2026	
Number of Stations Reporting	54
Average snow water equivalent (Inches)	5.6
Percent of April 1 Average (%)	20
Percent of normal for this date (%)	25

SOUTH	
Data as of April 30, 2026	
Number of Stations Reporting	25
Average snow water equivalent (Inches)	5.7
Percent of April 1 Average (%)	24
Percent of normal for this date (%)	32

STATE	
Data as of April 30, 2026	
Number of Stations Reporting	109
Average snow water equivalent (Inches)	4.5
Percent of April 1 Average (%)	17
Percent of normal for this date (%)	22

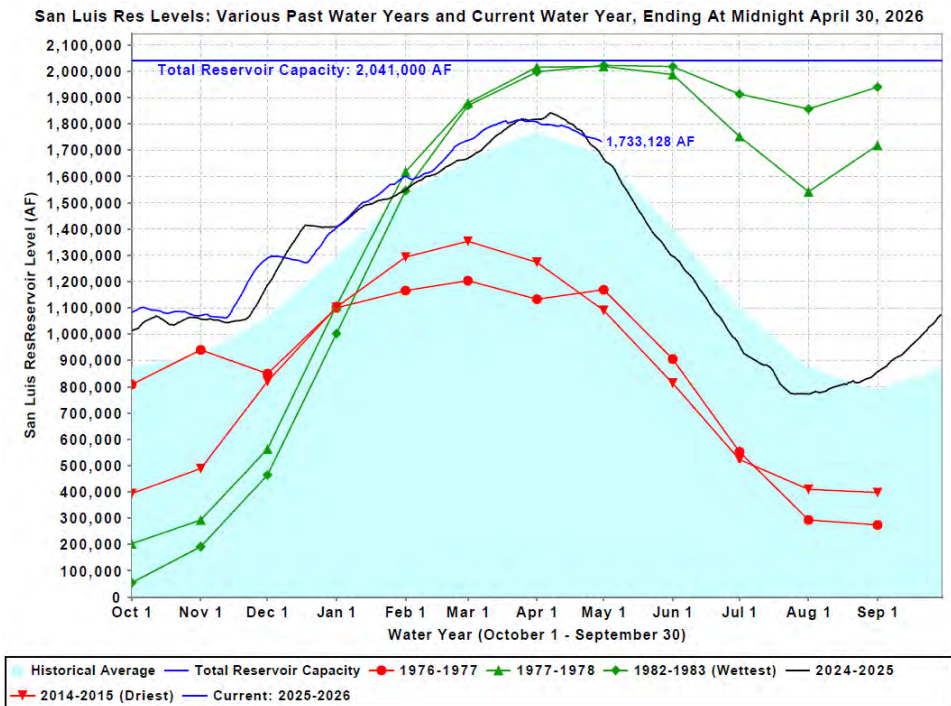
Source: <https://cdec.water.ca.gov/reportapp/javareports?name=swcond.pdf>

Figure 10: Lake Oroville Storage



Source: <https://cdec.water.ca.gov/resapp/ResDetail.action?resid=ORO>

Figure 11: San Luis Reservoir Storage



Source: <https://cdec.water.ca.gov/resapp/ResDetail.action?resid=SNL>



100 North Canyons Parkway
Livermore, CA 94551
(925) 454-5000

ORIGINATING SECTION: Integrated Planning
CONTACT: Sal Segura/Neeta Bijoor

AGENDA DATE: May 20, 2026

SUBJECT: 2026 Annual Review of the Sustainable Water Supply Report

SUMMARY:

- Zone 7 Water Agency (Zone 7) manages its water supplies to deliver safe, reliable, efficient, and sustainable water. This Annual Review of the Sustainable Water Supply Report assesses **Zone 7's ability to provide** a sustainable water supply for the next five years to support Strategic Plan Goal B - Reliable Water Supply and Infrastructure, and supports Initiative #5 – Develop a diversified water supply plan and implement supported projects and programs.
- **Zone 7's Water Supply Reliability Policy requires** the preparation of an Annual Review of the Sustainable Water Supply Report to summarize available water supply, compare current water demands with available water supplies, and discuss water conservation requirements to meet Municipal and Industrial water demands for drought conditions.
- Based on the projected operations plan and available surface water supplies, staff determined that Zone 7 will have sufficient water supplies to meet the demands and maintain **Zone 7's** water storage reserves in the local groundwater basin.
- Staff will continue to monitor both state and local hydrologic conditions and adaptively manage water operations and update projections accordingly.
- Staff concluded that Zone 7 will be able to deliver 100% of projected demands over the next five years, assuming average hydrologic conditions in 2029 and 2030. As discussed in this Report, Zone 7 will be able to meet demands without mandatory conservation under projected conditions.

FUNDING: Not applicable.

RECOMMENDED ACTION: Information only.

ATTACHMENT: Annual Review of the Sustainable Water Supply Report 2026



ANNUAL REVIEW OF THE SUSTAINABLE WATER SUPPLY REPORT 2026

BACKGROUND

To support its mission to deliver safe, reliable, efficient, and sustainable water, Zone 7 Water Agency (Zone 7) has been managing water supplies. This Annual Review of the Sustainable **Water Supply Report assesses Zone 7's ability to provide a sustainable** water supply for the next five years to support Strategic Plan Goal B - Reliable Water Supply and Infrastructure, and also to implement Initiative #5 - develop a diversified water supply plan and implement supported projects and programs.

In addition, on October 17, 2012, Zone 7 adopted the Water Supply Reliability Policy (Resolution 13-4230, see Attachment A), which requires an annual review of sustainable water supplies (Annual Review). This Annual Review of the Sustainable Water Supply Report covers the following topics:

- Key hydrologic and water supply conditions
- Projected water demands for the next five years
- Projected water supplies for the next five years
- Comparison of supplies and demands for the next five years
- Programs necessary to continue meeting water demands going forward

SUMMARY OF FINDINGS

Water Year 2025 (October 1, 2024–September 30, 2025) began with an initial State Water Project allocation of 10% in December 2024. Following a number of atmospheric rivers, conditions improved to moderate hydrologic conditions. The State Water Project experienced a total of four allocation increases and finally announced a 50% allocation in late April 2025. The Arroyo Valle watershed received a modest amount of rainfall, requiring DWR to pump Delta water into Lake Del Valle for recreation. Combined with a healthy supply of SWP carryover from 2024, Zone 7 has accumulated sufficient surface water to meet all deliveries and store water both locally and in Kern County water banks.

In 2025, Zone 7 deliveries were supplied with 80% surface water and 20% groundwater. Zone 7 artificially recharged over 3,000 AF, produced 7,500 AF of groundwater, stored 5,000 AF in the Kern Storage and Recovery Programs, and carried over 14,000 AF in San Luis Reservoir for use in 2026.

Under current 2026 calendar year conditions, **Zone 7's** planned incoming supplies for 2026 consist of the following:

- 24,200 AF from a 30% State Water Project (SWP) Table A allocation
- 3,500 AF of Lake Del Valle local water captured in 2026 as of April 1

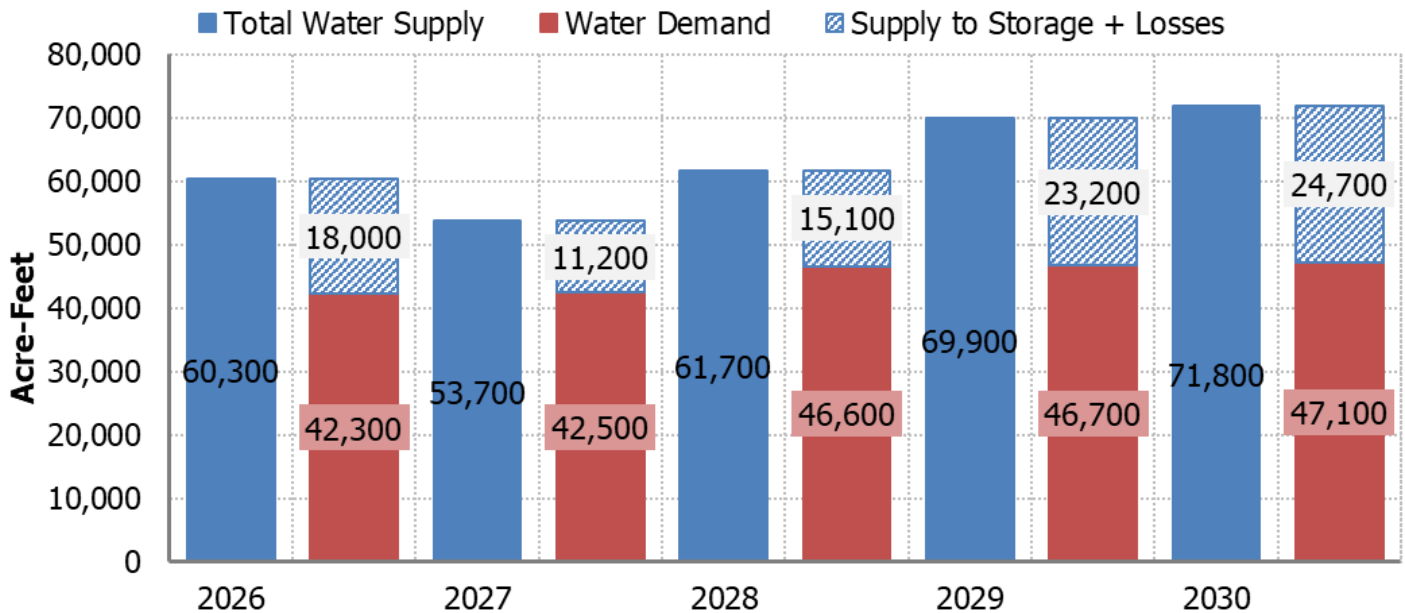
Given existing conditions and above normal incoming supplies, Zone 7 plans to draw from storage as follows:

- 14,000 AF of SWP carryover from 2025 stored in San Luis Reservoir
- 4,900 AF of Lake Del Valle local water captured in 2025
- 4,200 AF from Semitropic Bank, and
- 7,000 AF from the Livermore Valley Groundwater Basin.

Planned 2026 incoming water supplies, combined with withdrawal from various stored supplies, result in a total of 60,300 AF that could be used to satisfy customer projected demands of 42,300 AF. This is based on treated customer demand projections and untreated water demands. It is estimated that 2,000 AF of water will be used to incidentally recharge the local groundwater basin **through the local water rights’ live-stream requirement**. **As part of Zone 7’s** water management strategy, the remaining supplies (approximately 15,000 AF) will be carried over between San Luis Reservoir and Lake Del Valle for use in 2027. An estimated 5,000 AF of this will be carried over in Lake Del Valle for use in 2027. A portion of the remaining water will be unavailable as operational system losses (DWR and Zone 7 losses; 1,000 AF).

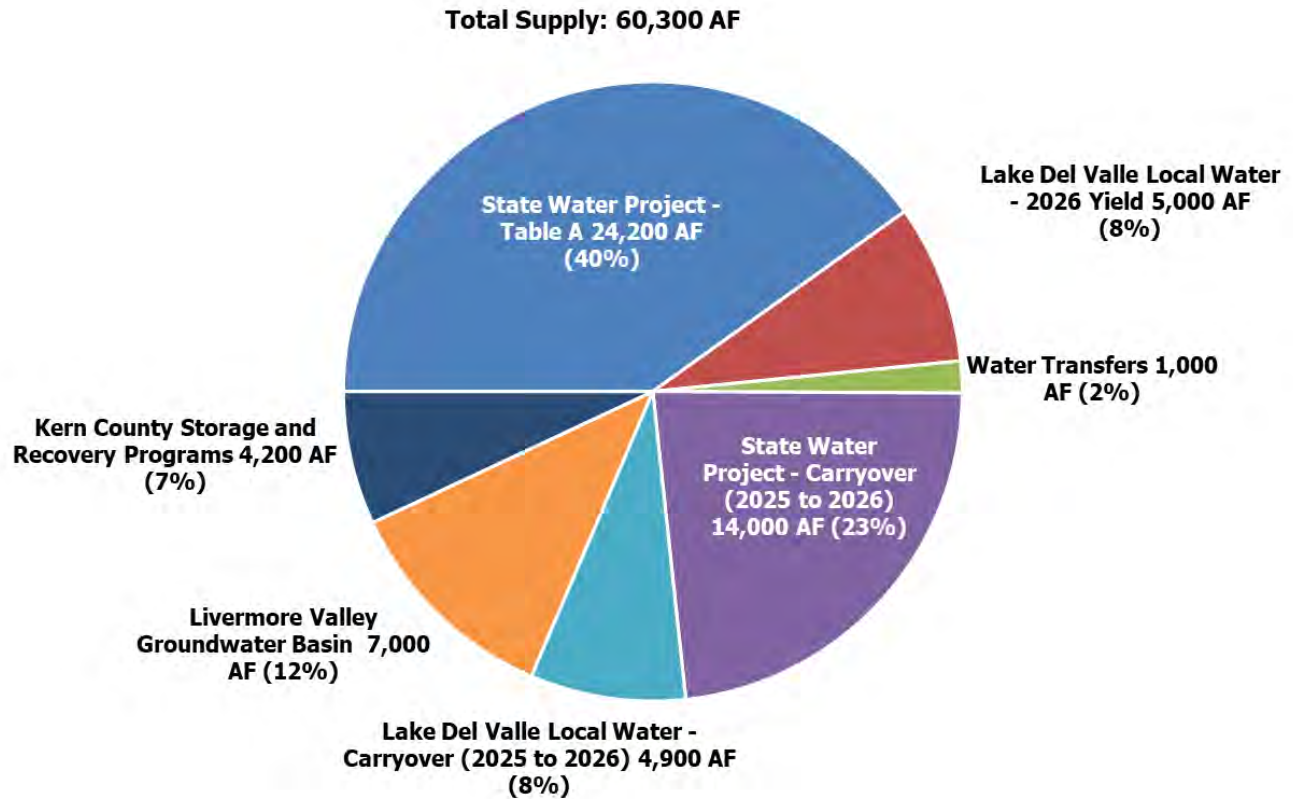
As shown in Figure 1, a comparison of projected water supply and demand indicates that Zone 7 can deliver projected demands, even if hydrologic conditions turn critically dry in 2027 and dry in 2028. Zone 7 also expects to meet demands over 2029 and 2030, assuming average hydrologic conditions in those years.

Figure 1: Water Supplies Versus Demands Based on Delivery Requests



Based on projected operations, the available surface water supply will be sufficient to meet water demands and allow replenishment of **Zone 7’s water storage reserves in the local** groundwater basin. Figure 2 below shows how Zone 7 anticipates meeting demands with its water supply portfolio during 2026.

Figure 2: Expected 2026 Water Supply Portfolio to Meet Demands



Zone 7 has been evaluating several potential future supplemental water supply and storage options to bolster long-term water supply reliability (e.g., Delta Conveyance Project, Chain of Lakes Conveyance System, Sites Reservoir, and Potable Reuse). If developed, these supplemental supplies will increase water supply reliability, and the completed Chain of Lakes will help **bolster the reliability of Zone 7’s water supply system** in the future. Furthermore, these projects will help optimize the long-term yield of Lake Del Valle local water, a key source of incoming supplies, and the use of the local groundwater basin for storage and recovery.

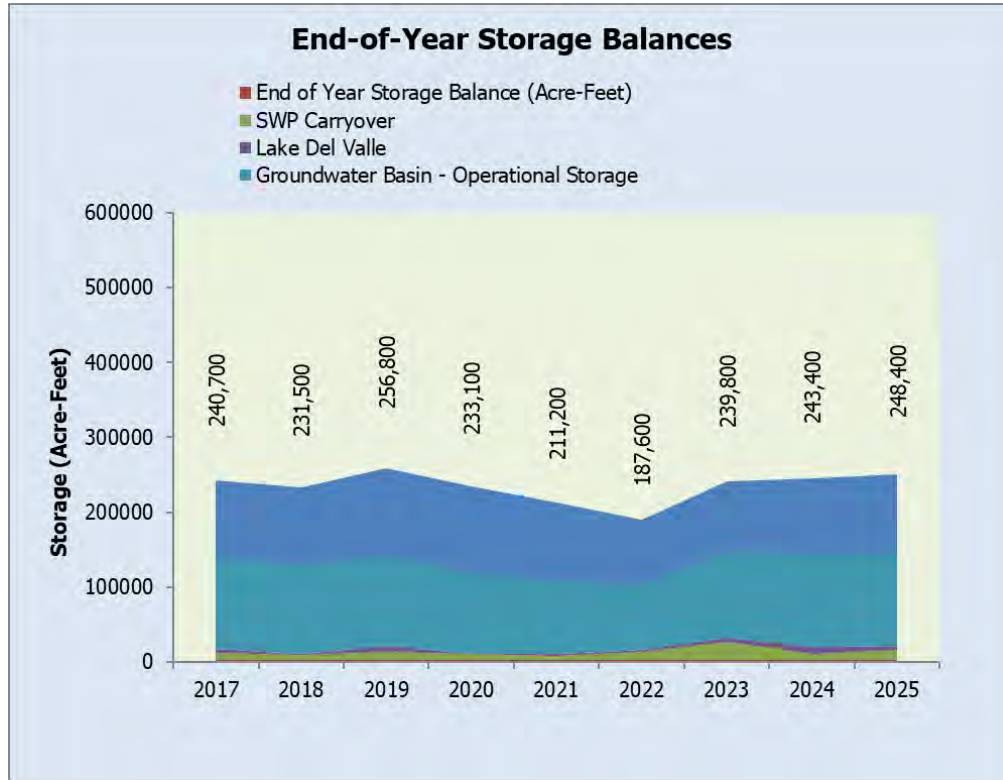
Zone 7 will continue to monitor local and statewide hydrologic conditions, adjust operations as necessary to optimize use of available resources, remain prepared for another single or multi-year drought, and continue to coordinate with the local water supply retailers, untreated water customers, and the Department of Water Resources (DWR).

KEY HYDROLOGIC AND WATER SUPPLY CONDITIONS

INITIAL STORAGE CONDITIONS (JANUARY 1, 2026)

Zone 7 started 2026 with a SWP carryover of 14,000 AF, 4,900 in Lake Del Valle local water carryover, Livermore Valley Groundwater Basin storage of 123,100 AF above the Minimum Thresholds set in the Livermore Valley Alternative Groundwater Sustainability Plan, and 106,400 AF of water stored in the Kern County Storage and Recovery Programs -- Semitropic Water Storage District (Semitropic) and Cawelo Water District (Cawelo). **Zone 7’s** storage portfolio at the beginning of 2026 had about 248,400 AF, as shown in Figure 3 below.

Figure 3: Historical Water Supply Storage Conditions, End-of-Year Storage Balances



RESERVOIR CONDITIONS

As of April 1, 2026, storage in Oroville Reservoir was at 3.1 million acre-feet (MAF), or 91% of capacity. Oroville Reservoir collects runoff from the Feather River watershed in Northern California, a main source of supply for the SWP. San Luis Reservoir, the main reservoir for the SWP south of the Delta, was at 1.8 MAF, or 89% of capacity as of April 1.

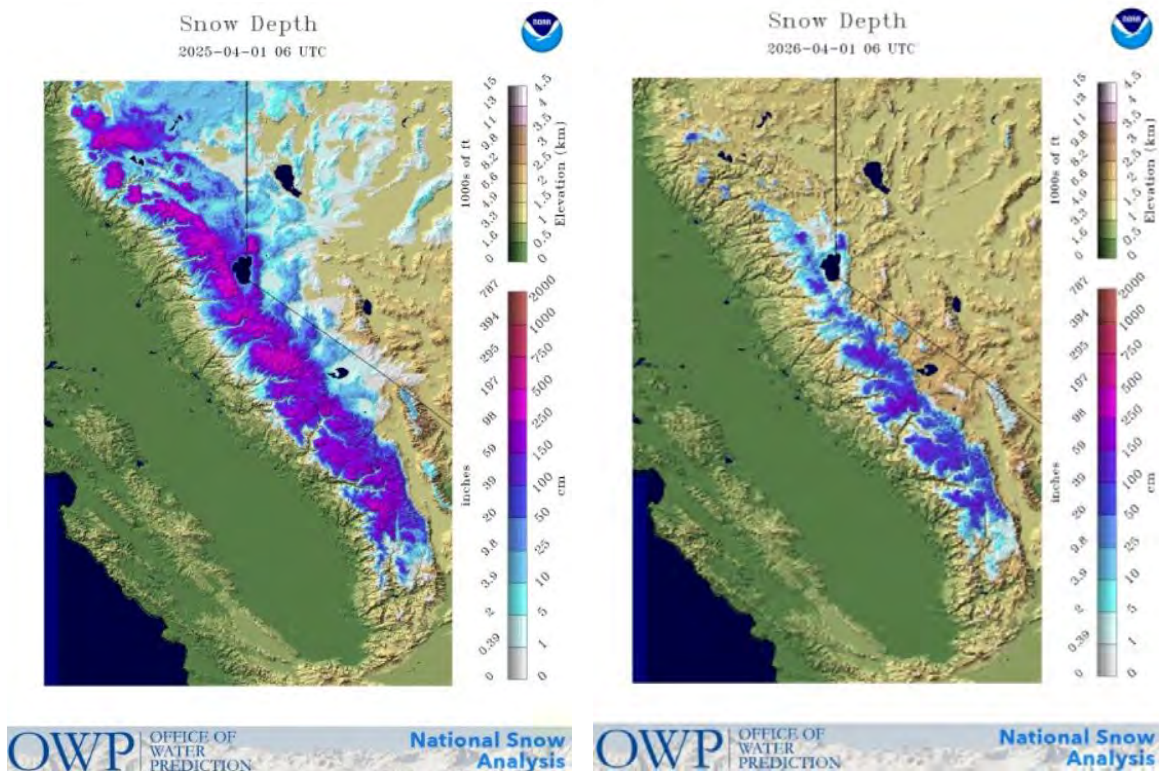
More than half of **Zone 7's this year's** SWP carryover (14,000 AF) stored in San Luis Reservoir has been used, and the remaining balance in storage will be delivered to Zone 7 this year.

SIERRA SNOWPACK AND PRECIPITATION (APRIL 1, 2026)

The statewide Sierra snowpack on April 1, 2026, was estimated at about 18% of average (see Attachment B), compared to 96% at the same time last year. Normally, April 1 is when the snowpack level peaks before the spring melt begins. The snowpack in Northern California is the main source of supply for the SWP during the spring and summer. This year, the snowpack melted in March due to dry, warm weather conditions. Figure 4 presents a comparison of snow depths in the Sierras in April 2025 versus those in April 2026. A stark contrast in snow depth was apparent between 2025 and 2026, with snow conditions shifting from normal to dry, as shown on the maps.

Northern Sierra precipitation, which is a key factor in SWP allocation, was 42.2 inches as of April 1, 2026, or 95% of average (Attachment B). This is about 10 inches (20%) less than it was a year ago.

Figure 4: Statewide Snowpack in the Sierra Nevada: 2025 versus 2026

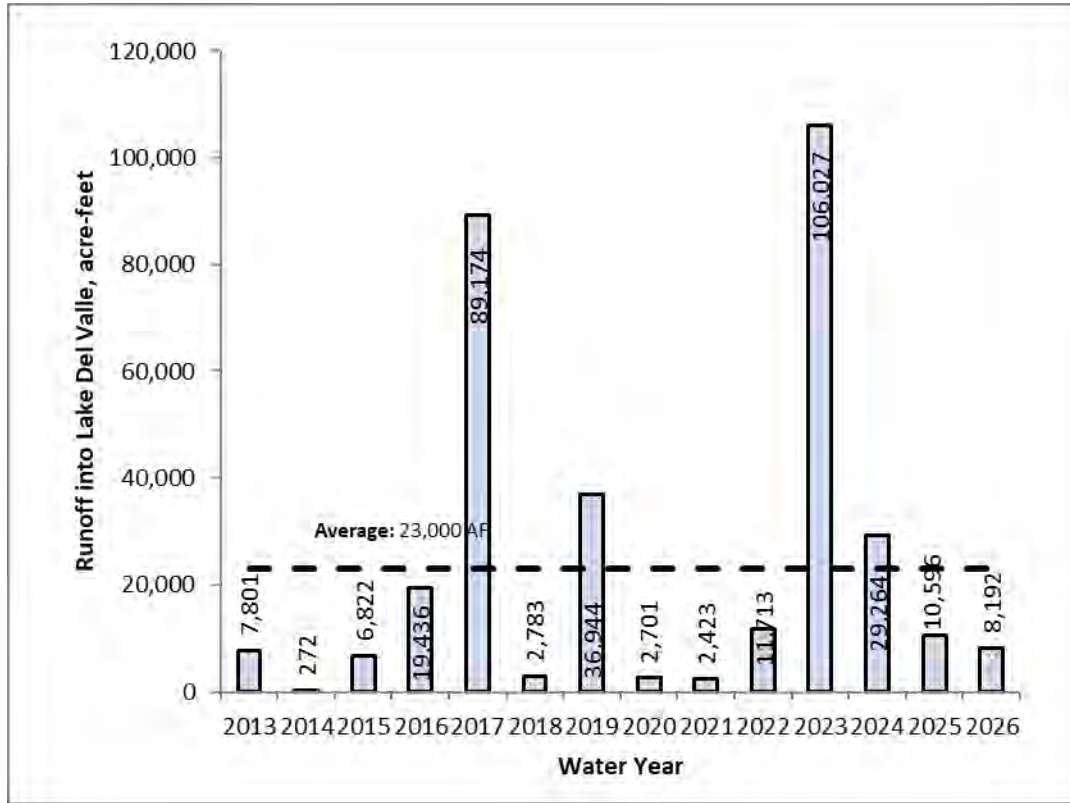


(Source: National Weather Service Remote Sensing Center, www.noahrs.noaa.gov/nsa)

LOCAL RUNOFF AND PRECIPITATION IN 2026

The Tri-Valley area has experienced significantly less runoff this year compared to the same time last year. Figure 5 shows that as of April 1, 2026, runoff into Lake Del Valle is 36% of the average (8,200 AF compared to 23,000 AF). No flood releases have been made this year. Locally captured water is shared with the Alameda County Water District (ACWD) and stored in the lake for future use in accordance with Zone 7 and ACWD's **water rights permit**. Based on DWR accounting, Zone 7 has about 8,500 AF of local water stored in Lake Del Valle as of April 1, 2026. The local precipitation total is at 80% of the average year-to-date at Livermore Airport Station for April 1, 2026 (Attachment B).

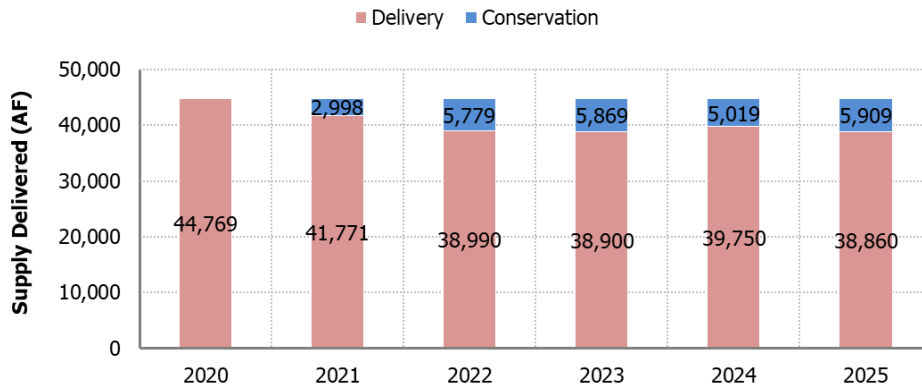
Figure 5: Runoff into Lake Del Valle (USGS Stream Gauge Arroyo Valle Below Lang Canyon)



CONSERVATION IN THE TRI-VALLEY

Zone 7 set a 5% voluntary conservation target in April 2024, which is still in effect. Since then, water demand has been slow to rebound to baseline levels following the last drought. Figure 6 shows water use and conservation between 2021 and 2025 relative to 2020. A cumulative amount of about 25,000 AF was conserved during this period by Tri-Valley treated and untreated water customers (relative to 2020). Water supply conservation preserves supplies and **supports Zone 7's ability to meet retailer** demands in current and subsequent years.

Figure 6: Conservation in the Tri-Valley (2020 Baseline)



2026 SWP TABLE A ALLOCATION: 30% AS OF APRIL 1, 2026

Per **Zone 7's** water supply contract with DWR, Zone 7 can receive up to 80,619 AF of SWP Table A water in any given year; the percent of this amount Zone 7 actually receives is referred to as **the "Table A" allocation**. The 2026 SWP Table A allocation for Zone 7 remains at 30%, equivalent to 24,200 AF.

ANNUAL REVIEW OF THE SUSTAINABLE WATER SUPPLY REPORT ASSUMPTIONS

In a normal year, the Annual Review of the Sustainable Water Supply Report **uses the retailers'** delivery requests in the analysis. Given average precipitation conditions in 2026, this report reflects retailer demands corresponding to a moderate water consumption decrease in the first two years, as water usage has thus far been slow to rebound from the last drought. It should be noted that the current 30-year water supply contracts for all four retailers are currently undergoing renewal. This report presumes those contracts will be renewed in 2026.

To illustrate Zone 7's ability to meet treated and untreated water demands, the analysis assumes below-normal conditions¹ (equivalent to 2009 conditions) in 2026, followed by critically dry conditions in 2027, continuing dry conditions in 2028 and normal conditions in 2029-2030. The demand trend of this Annual Review of the Sustainable Water Supply Report is reflective of the historic nature of the last drought and its anticipated long-term effects. For this Annual Review of the Sustainable Water Supply Report, projected average conditions are consistent with the 53% average Table A allocation or 42,700 AF for the existing conditions scenario in **DWR's 2023 Delivery Capability Report**². Lake Del Valle local water supply is expected to yield on average 5,500 AF per year to reflect climate change conditions. Each year, Zone 7 typically strives to carry over 10,000 AF to the following year in SWP facilities ("SWP Carryover"). Any water captured locally in Lake Del Valle is also typically carried over into the following year, whenever possible. Reserving water for future years is used as a prudent water management practice given the uncertainty and variability of hydrologic conditions from year to year.

PROJECTED WATER DEMANDS: NEXT FIVE YEARS

Each year, Zone 7 receives Municipal and Industrial (M&I) treated water delivery requests from the retailers for the next five years (Table 1 and Figure 7), which are normally used in the Annual Review of the Sustainable Water Supply Report. Zone 7 estimates demands for direct customers and untreated water customers based on recent trends. Note that while the Annual Review of the Sustainable Water Supply Report typically uses retailer's treated water delivery requests in the analysis, as noted above, retailer demands have been adjusted in 2026 and 2027 to reflect the current water usage trends. Retailer demands are assumed to increase progressively toward delivery requests by 2028. **Zone 7's** demand projections include 3,500 AF of treated water supply for the City of Pleasanton to replace their groundwater pumping quota. In 2025, Zone 7 was able

¹ Designations of hydrologic conditions are based on the Sacramento Valley Water Year Index:

<https://cdec.water.ca.gov/reportapp/javareports?name=WSIHIST>

² The 2023 Delivery Capability Report projections were used for the average SWP Table A estimate and for equivalent hydrologic conditions: <https://data.cnra.ca.gov/dataset/finaldcr2023/resource/92356681-957a-48ee-97c4-529d25b9dbb2>

to transfer 4,000 AF to another SWP contractor because it had water supplies exceeding its need and reserve. Figure 8 shows the projections of untreated water demand used in the analysis. As shown in Table 1, in addition to customer deliveries, demands also include system losses and water planned to go into storage for future use.

Table 1: Actual and Projected Five-Year Demands (Customer Deliveries), Water Planned for Storage, and System Losses

<i>DEMANDS/PLANNED FOR STORAGE^a</i> Acre-Feet	ACTUAL	PROJECTIONS				
	2025	2026	2027	2028	2029	2030
<i>Hydrologic Year Equivalent</i>	<i>2010</i>	<i>2018</i>	<i>1977</i>	<i>2018</i>	<i>Average</i>	<i>Average</i>
<i>Table A Allocation</i>	<i>50%</i>	<i>30%</i>	<i>10%</i>	<i>30%</i>	<i>53%</i>	<i>53%</i>
<i>Customer Deliveries</i>						
Treated Water Demand ^b	34,500	37,300	36,500	41,100	41,700	42,100
Untreated Water Demand ^c	4,400	5,000	6,000	5,500	5,000	5,000
<i>To Storage</i>						
State Water Project - Carryover (Current to Following Year)	14,000	10,000	10,000	10,000	10,000	10,000
Lake Del Valle Local Water - Carryover	4,900	5,000	0	4,000	8,000	8,000
Livermore Valley Groundwater Basin Groundwater Recharge	3,100	2,000	0	0	4,400	5,900
Semitropic Storage	5,000	0	0	0	0	0
Cawelo Storage	0	0	0	0	0	0
<i>System Losses</i>						
Groundwater Production (Disposal to brine)	100	0	400	400	100	100
Delta Carriage Water or SWP Transfer	4,000	300	300	300	0	0
Treated Water System Losses	100	200	200	200	200	200
Lake Del Valle Evaporation Losses	500	500	300	200	500	500
State Water Project - Carryover Spill	0	0	0	0	0	0
Total	70,600	60,300	53,700	61,700	69,900	71,800

Notes

- (a) Demands were rounded to the nearest 100 acre-feet.
- (b) Treated Water Demand = Municipal and Industrial (M&I) demands. Demands include retailer demands (including groundwater pumping quota (GPO) for Dublin San Ramon Services District and City of Pleasanton) and direct retail going forward. Incorporates 10% conservation relative 2026 and 2027 delivery requests.
- (c) **Zone 7's untreated water demand** is used primarily for agricultural and golf course irrigation; projections are based on recent past usage and projected hydrologic conditions.

Figure 7: Historical and Projected Five-Year Treated Water Demands Based on Delivery Requests

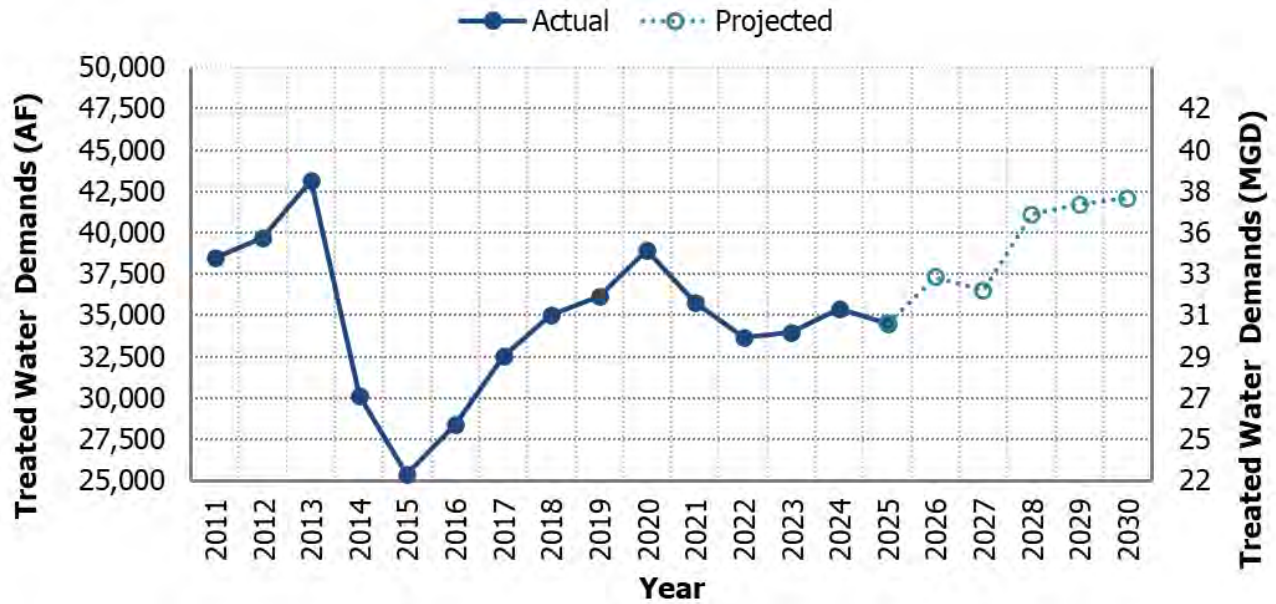
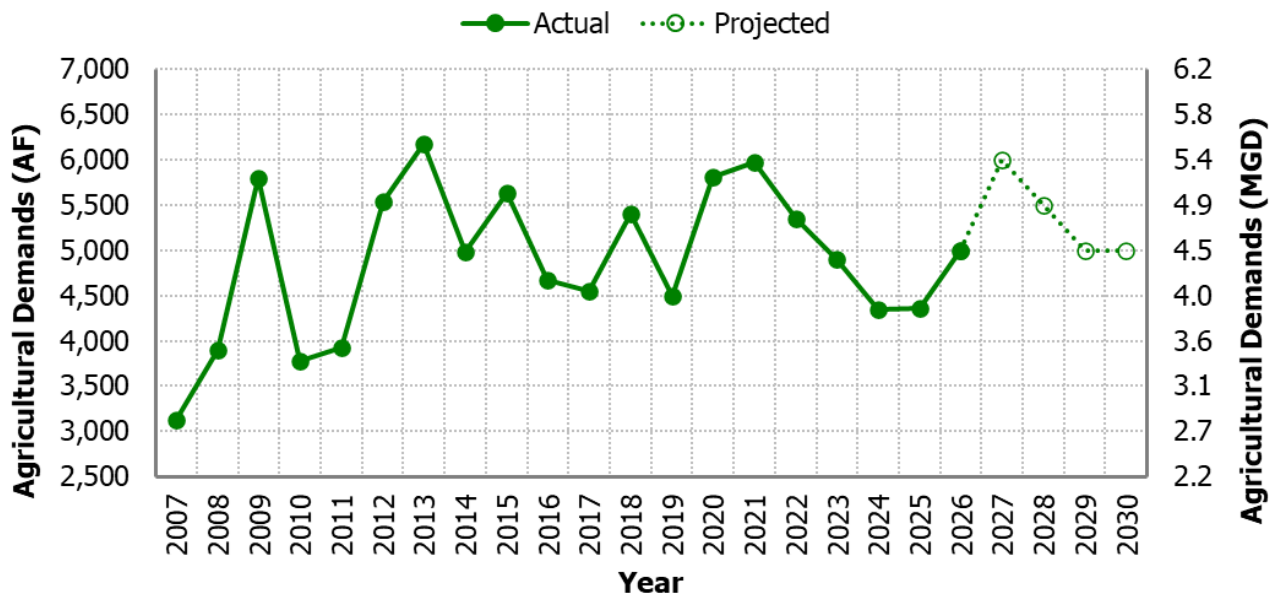


Figure 8: Historical and Projected Untreated Water Demands



The State of California has enacted several recent pieces of legislation focused on water conservation, including SB 1157, which revises indoor residential water use standards, SB 606 and AB 1668, collectively referred to as the "Making Conservation a California Way of Life" legislation, and recently AB 1572, which phases in a ban on the use of potable water to irrigate non-functional turf on certain non-residential properties. Future demands will therefore reflect a combination of water conservation and population growth in the Tri-Valley. Zone 7 will continue to work closely with the retailers to verify demands and track the effects of conservation. The 2021 Tri-Valley Municipal and Industrial Water Demand Study was

completed to improve long-term demand estimates.³ Zone 7 is currently conducting another assessment of demands to update this study.

PROJECTED WATER SUPPLIES: NEXT FIVE YEARS

INCOMING SUPPLIES

Each year, Zone 7 receives water from its contract with DWR for imported SWP Table A water⁴ and its local water right permit on Arroyo Valle (Lake Del Valle Local Water). This year, Zone 7 expects less than 1,000 AF from the Yuba Accord program. Zone 7 also has the option to purchase water from the Sutter Extension Water District up to 3,500 AF as necessary to shore up supplies. There are currently no plans to purchase water from this source in 2026.

Table 2 presents the expected yields in 2026 and estimates for 2027-2030.

WATER FROM STORAGE

Zone 7 currently stores surplus water in various storage facilities, including the Livermore Valley Groundwater Basin, San Luis Reservoir, Lake Del Valle, and the Kern County Storage and Recovery Programs (Semitropic and Cawelo), to help meet water demands during dry years. Water is recovered from storage **as needed to supplement a given year's incoming supply** and meet demand. Water may also be shifted from one type of storage to another as part of water management; during the 2022 drought, for example, water was withdrawn from storage, and a portion was redeposited in other locations to meet operational needs. As of this report, Zone 7 is not planning to store water outside its service area in the current water year.

Table 2: Projected Supply Sources: Incoming Supplies and Water from Storage

SUPPLY SOURCES Acre-Feet	ACTUAL	PROJECTIONS				
	2025	2026	2027	2028	2029	2030
<i>Hydrologic Year Equivalent</i>	<i>2010</i>	<i>2018</i>	<i>1977</i>	<i>2018</i>	<i>Average</i>	<i>Average</i>
<i>Table A Allocation</i>	<i>50%</i>	<i>30%</i>	<i>10%</i>	<i>30%</i>	<i>53%</i>	<i>53%</i>
<i>Incoming Supplies</i>						
State Water Project (SWP) - Table A	40,300	24,200	8,100	24,200	42,700	42,700
Lake Del Valle Local Water - Current Year Capture	5,000	5,000	2,000	4,000	8,000	8,000
Yuba Accord/Dry Year Transfer Program	0	1,000	1,000	1,000	0	0
SWP/Other Water Transfer	0	0	2,000	4,500	0	0
<i>From Storage</i>						
State Water Project - Carryover (Previous to Current Year)	9,200	14,000	10,000	10,000	10,000	10,000
Lake Del Valle Local Water - Carryover	8,500	4,900	5,000	0	4,000	8,000
Livermore Valley Groundwater Basin	7,500	7,000	10,000	9,600	5,000	3,000
Groundwater Brine Disposal	100	0	0	400	200	100
Semitropic Banked Water (Pumpback/Exchange)	0	4,200	9,000	6,000	0	0
Cawelo Banked Water	0	0	6,600	2,000	0	0
Total	70,600	60,300	53,700	61,700	69,900	71,800

Notes:

- (a) See Zone 7's 2022 Water Supply Evaluation Update for more details about Zone 7 supplies:
https://www.zone7water.com/sites/main/files/file-attachments/draft_zone_7_2023_wse_update_2026.03.pdf?1680823418
- (b) Zone 7 plans to obtain water transfers as needed, subject to availability.

³ 2020 Tri-Valley Municipal and Industrial Water Demand Study:

https://www.zone7water.com/sites/main/files/file-attachments/2020_tri-valley_demand_study.pdf?1627595774

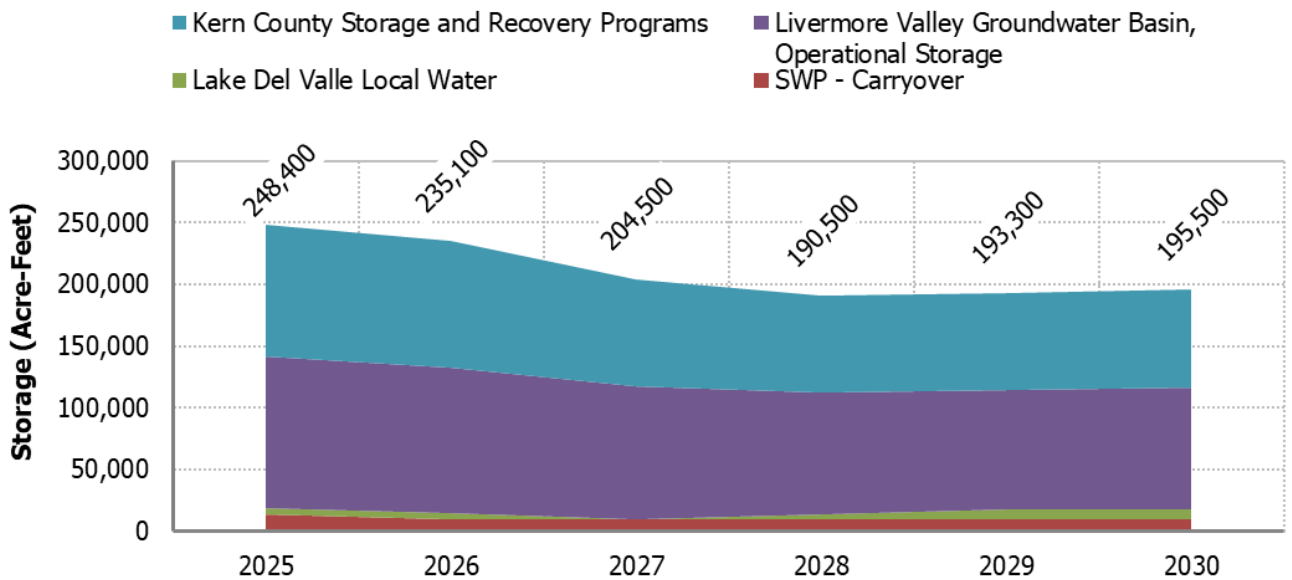
⁴ This includes Table A or SWP carryover from the previous year; the latter is discussed in the next section.

Table 3 and Figure 9 summarize the total water in storage available as of the end of 2025, and projected storage levels between 2026 and 2030. Storage projections show a decrease of about 53,000 AF over the next five years from the end of 2025 through the end of 2030 based on assumed hydrologic conditions and demands. This trend is a preliminary estimate based on projected deposits and withdrawals from the various storage categories. For example, while it accounts for 10% of groundwater loss from local storage activities, it does not account for the natural influx into storage in the local groundwater basin from rainfall runoff. The declining storage trend could be mitigated through additional water transfers. Staff will monitor conditions to determine the appropriate amounts of water transfers in future years.

Table 3: End-of-Year Storage Balances (Actual and Projected)

	ACTUAL	PROJECTIONS				
End of Year Storage Balance (Acre-Feet)	2025	2026	2027	2028	2029	2030
SWP - Carryover	14,000	10,000	10,000	10,000	10,000	10,000
Lake Del Valle Local Water	4,900	5,000	0	4,000	8,000	8,000
Livermore Valley Groundwater Basin - Operational Storage	123,100	117,900	107,900	97,900	96,700	98,900
Kern County Storage and Recovery Programs	106,400	102,200	86,600	78,600	78,600	78,600
TOTAL STORAGE	248,400	235,100	204,500	190,500	193,300	195,500

Figure 9: End-of-Year Storage Balances (Actual and Projected)



COMPARISON OF SUPPLY AND DEMAND: NEXT FIVE YEARS

As shown in Table 4, Zone 7 can supply 100% of customer demand based on adjusted retailer demand levels for 2026 and 2027, with demand expected to ramp up to delivery request levels by 2028 under the assumed hydrology.

Table 4: Comparison of Supplies and Demands: Next Five Years

SUPPLIES VS DEMANDS	ACTUAL	PROJECTIONS				
	2025	2026	2027	2028	2029	2030
Acre-Feet	2025	2026	2027	2028	2029	2030
<i>Hydrologic Year Equivalent</i>	<i>2010</i>	<i>2018</i>	<i>1977</i>	<i>2018</i>	<i>Average</i>	<i>Average</i>
<i>Table A Allocation</i>	<i>50%</i>	<i>30%</i>	<i>10%</i>	<i>30%</i>	<i>53%</i>	<i>53%</i>
Incoming Supplies ^(a)	45,300	30,200	13,100	33,700	50,700	50,700
Water Supply from Storage ^(b)	25,300	30,100	40,600	28,000	19,200	21,100
Total Water Supply	70,600	60,300	53,700	61,700	69,900	71,800
Customer Deliveries ^(c)	38,900	42,300	42,500	46,600	46,700	47,100
Supply to Storage ^(d)	27,000	17,000	10,000	14,000	22,400	23,900
System Losses ^(e)	4,700	1,000	1,200	1,100	800	800
% of Demand Delivered (Customer Deliveries)	100%	100%	100%	100%	100%	100%
TOTAL STORAGE	248,400	235,100	204,500	190,500	193,300	195,500

Notes:

- (a) From Table 2: SWP - Table A, Lake Del Valle Local Water, and water transfers.
- (b) From Table 2: SWP - Carryover, Lake Del Valle Local Water - Carryover, Livermore Valley Groundwater Basin, and Semitropic/Cawelo.
- (c) From Table 1: Treated and Untreated Water Demands.
- (d) From Table 1: Water stored in Lake Del Valle and SWP as carryover, Livermore Valley Groundwater Basin recharge, and water stored in Semitropic/Cawelo.
- (e) Operational losses: storage losses, evaporation, other system losses.

PROGRAMS NECESSARY TO MEET WATER DEMANDS GOING FORWARD

The Annual Review of the Sustainable Water Supply Report indicates that Zone 7 has enough water supplies to meet projected water demands over the next five years based on current projected demands (reflecting 10% decreased usage for retailers for 2026 and 2027) and assumed hydrology. To achieve long-term water supply reliability through buildout while accounting for hydrologic uncertainties, Zone 7 has been evaluating several potential future water supply and storage options.

The 2022 Water Supply Evaluation Update (WSE) Update analyzed several portfolios containing a combination of the following water supply and storage alternatives:

- Annual Water Transfers
- Chain of Lakes Conveyance System
- Sites Reservoir
- Delta Conveyance Project
- Bay Area Regional Desalination Project
- Potable Reuse
- Los Vaqueros Expansion

The 2022 WSE Update found that simulated portfolios containing more new water supply and storage projects performed better than portfolios with fewer new water supply and storage projects at reducing Zone 7's shortage probability. No single project would effectively reduce the shortage probability enough to meet Zone 7's reliability goals. Zone 7 continues to track and evaluate potential water supply and storage alternatives and will utilize its advanced water supply management model to evaluate the alternatives further as more information becomes available. Additionally, Zone 7 continues to refine its advanced water supply management model to better represent and optimize Zone 7's water supply system for future analyses and an upcoming water supply status report as required by the water supply reliability policy.

Zone 7 also continues to evaluate and optimize the long-term local water yield from the Arroyo Valle. Several planned capital projects (e.g., new wells, the Chain of Lakes Conveyance System) **will help bolster the reliability of Zone 7's water supply** system. The reconveyance of the lakes in the Chain of Lakes for Zone 7's operation **continues to be a component of Zone 7's** long-term reliability.

Zone 7 staff will also continue to monitor local and statewide conditions, adaptively modify operations as necessary to optimize use of available resources, remain prepared for continuing drought conditions, and continue to coordinate regularly with its local water supply retailers, untreated water customers, and with DWR. In June 2026, staff will provide an updated Operations Plan to the Water Resources Committee; this plan will reflect the latest actual **supply and demand conditions and Zone 7's most feasible operational scenario** for the remainder of 2026.

This Annual Review of the Sustainable Water Supply Report indicates that Zone 7 is able to meet demands without mandatory conservation. To promote conservation, Zone 7 will continue to implement rebates and public outreach programs in partnership with the retailers.

ATTACHMENTS:

1. Water Supply Reliability Policy
2. Hydrologic Conditions

Attachment A

Water Supply Reliability Policy

ZONE 7

ALAMEDA COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

BOARD OF DIRECTORS

RESOLUTION NO 13-4230

INTRODUCED BY DIRECTOR QUIGLEY
SECONDED BY DIRECTOR STEVENS

Water Supply Reliability Policy

WHEREAS, the Zone 7 Board of Directors desires to maintain a highly reliable Municipal and Industrial (M&I) water supply system so that existing and future M&I water demands can be met during varying hydrologic conditions; and

WHEREAS, the Board has an obligation to communicate to its M&I customers and municipalities within its service area the ability of Zone 7's water supply system to meet projected water demands; and

WHEREAS, the Board on August 18, 2004 adopted Resolution No. 04-2662 setting forth its Reliability Policy for Municipal & Industrial Water Supplies; and

WHEREAS, the Board desires to revise the Reliability Policy to reflect recent data, analysis, and studies.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby rescinds Resolution No. 04-2662 adopting the August 18, 2004 Reliability Policy for Municipal & Industrial Water Supplies; and

BE IT FURTHER RESOLVED that the Board hereby adopts the following level of service goals to guide the management of Zone 7's M&I water supplies as well as its Capital Improvement Program (CIP):

Goal 1. Zone 7 will meet its treated water customers' water supply needs, in accordance with Zone 7's most current Contracts for M&I Water Supply, including existing and projected demands as specified in Zone 7's most recent Urban Water Management Plan (UWMP), during normal, average, and drought conditions, as follows:

- At least 85% of M&I water demands 99% of the time
- 100% of M&I water demands 90% of the time

Goal 2: Provide sufficient treated water production capacity and infrastructure to meet at least 80% of the maximum month M&I contractual demands should any one of Zone 7's major supply, production, or transmission facilities experience an extended unplanned outage of at least one week.

BE IT FURTHER RESOLVED that to ensure that this Board policy is carried out effectively, the Zone 7 General Manager will provide a water supply status report to the Board every five years with the Zone 7 Urban Water Management Plan that specifies how these goals will be, or are being, achieved.

If the General Manager finds that the goals cannot be met during the first five years of the Urban Water Management Plan, then the Board will hold a public hearing within two months of the General Manager's finding to consider remedial actions that will bring Zone 7 into substantial compliance with the stated level of service goals. Remedial actions may include, but are not limited to, voluntary conservation or mandatory rationing to reduce water demands, acquisition of additional water supplies, and/or a moratorium on new water connections. After reviewing staff analyses and information gathered at the public hearing, the Board shall, as expeditiously as is feasible, take any additional actions that are necessary to meet the level of service goals during the following five-year period; and

BE IT FURTHER RESOLVED that the Zone 7 General Manager shall prepare an Annual Review of the Sustainable Water Supply Report which includes the following information:

- (1) An estimate of the current annual average water demand for M&I water as well as a five-year projection based on the same information used to prepare the UWMP and CIP;
- (2) A Summary of available water supplies to Zone 7 at the beginning of the calendar year;
- (3) A comparison of current water demand with the available water supplies; and
- (4) A discussion of water conservation requirements and other long-term supply programs needed to meet Zone 7 M&I water demands for single-dry and multiple-dry year conditions, as specified in the Zone 7's UWMP.

A summary of this review will be provided to M&I customers.

Definitions

Level of Service for Annual Water Supply Needs—the level of service is the percent of existing or projected water demand that Zone 7's water supply system can meet during two key conditions: (1) during various hydrologic conditions and (2) during unplanned outages of major facilities.

Capital Improvement Program (CIP)—the CIP is Zone 7's formal program for developing surface and ground water supplies, along with associated infrastructure, including import water conveyance facilities, surface water treatment plants, groundwater wells, and M&I water transmission system to meet projected water demands.

Normal conditions—conditions that most closely represent median runoff or allocation from all normally contracted or available water supplies from the historic record.

Average conditions—conditions that most closely represent the average runoff or allocation from all normally contracted or legally available water supplies from the historic record.

Drought conditions—conditions that most closely represent reduced runoff or allocation level from the historic record from all normally contracted or legally available water supplies, including both single-dry and multiple-dry year conditions.

Single-dry year condition—a condition that most closely represents the lowest yield over a one-year period from the historic record from all normally contracted or legally available supplies.

Multiple-dry year condition—a condition that most closely represents three or more consecutive dry years from the historic record that represent the lowest yields from all normally contracted or legally available supplies.

Available water supplies—consist solely of (1) water supplies that Zone 7 has contracted for (e.g., listed under Schedule A of the State Water Contract, dry-year water options, special contracts with other water districts, etc.) and (2) water actually stored in surface and subsurface reservoirs.

Maximum Month—the largest monthly average water use.

ADOPTED BY THE FOLLOWING VOTE:

AYES: DIRECTORS FIGUERS, GRECI, MACHAEVICH, PALMER, QUIGLEY, RAMIREZ HOLMES STEVENS

NOES: NONE

ABSENT: NONE

ABSTAIN: NONE

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Directors of Zone 7 of the Alameda County Flood Control and Water Conservation District on October 17, 2012.

By 
President, Board of Directors

Attachment B Hydrologic Conditions

Figure 10: California Snow Water Content as of April 1, 2026



CURRENT REGIONAL SNOWPACK FROM AUTOMATED SNOW SENSORS

% of April 1 Average / % of Normal for This Date



NORTH	
Data as of April 1, 2026	
Number of Stations Reporting	33
Average snow water equivalent (Inches)	1.5
Percent of April 1 Average (%)	6
Percent of normal for this date (%)	6

CENTRAL	
Data as of April 1, 2026	
Number of Stations Reporting	53
Average snow water equivalent (Inches)	5.8
Percent of April 1 Average (%)	21
Percent of normal for this date (%)	21

SOUTH	
Data as of April 1, 2026	
Number of Stations Reporting	24
Average snow water equivalent (Inches)	7.6
Percent of April 1 Average (%)	32
Percent of normal for this date (%)	32

STATE	
Data as of April 1, 2026	
Number of Stations Reporting	110
Average snow water equivalent (Inches)	4.9
Percent of April 1 Average (%)	18
Percent of normal for this date (%)	18

Statewide Average: 18% / 18%

Data as of April 1, 2026

Figure 11: Northern Sierra Precipitation as of April 1, 2026

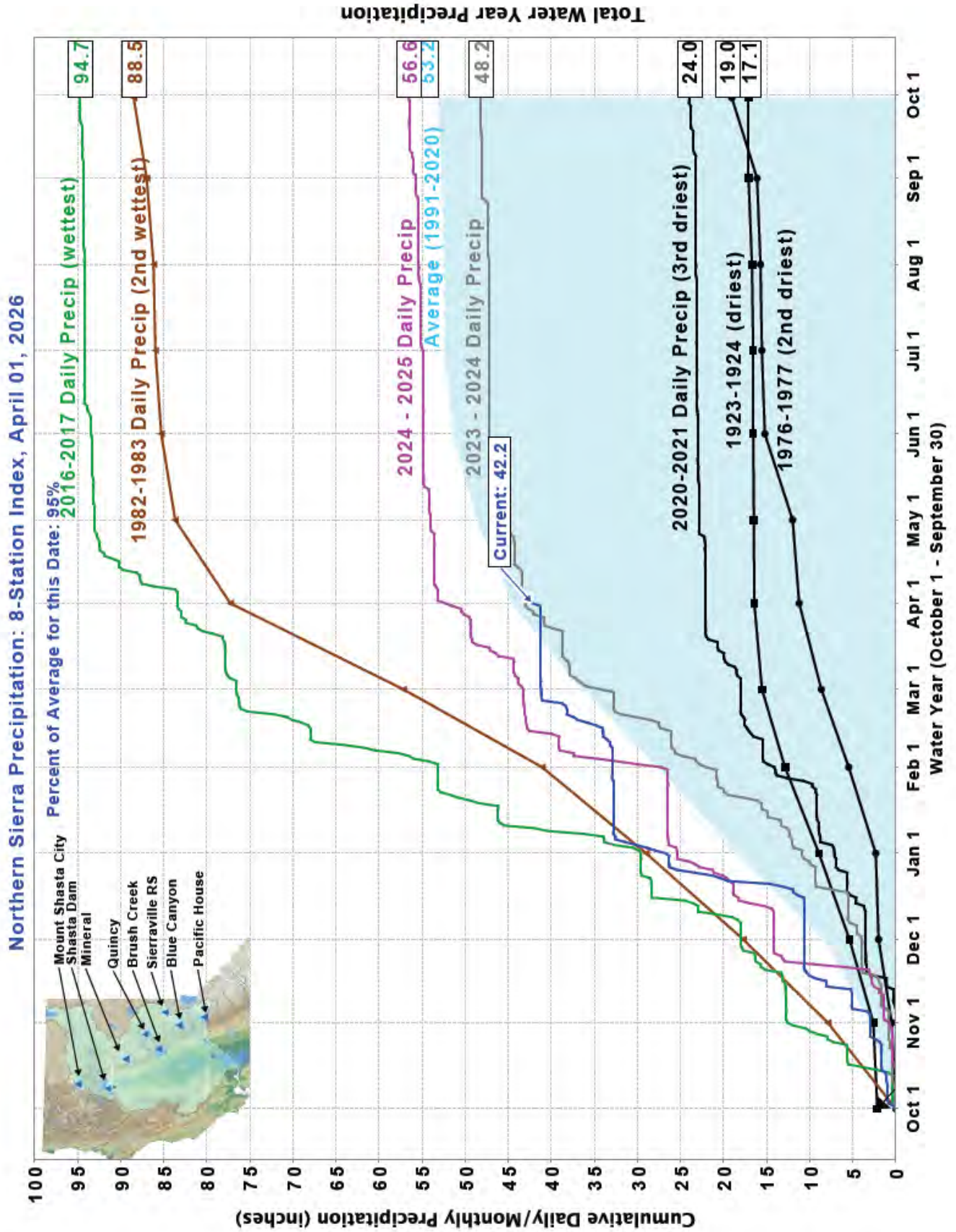


Figure 12: California Reservoir Conditions as of April 1, 2026

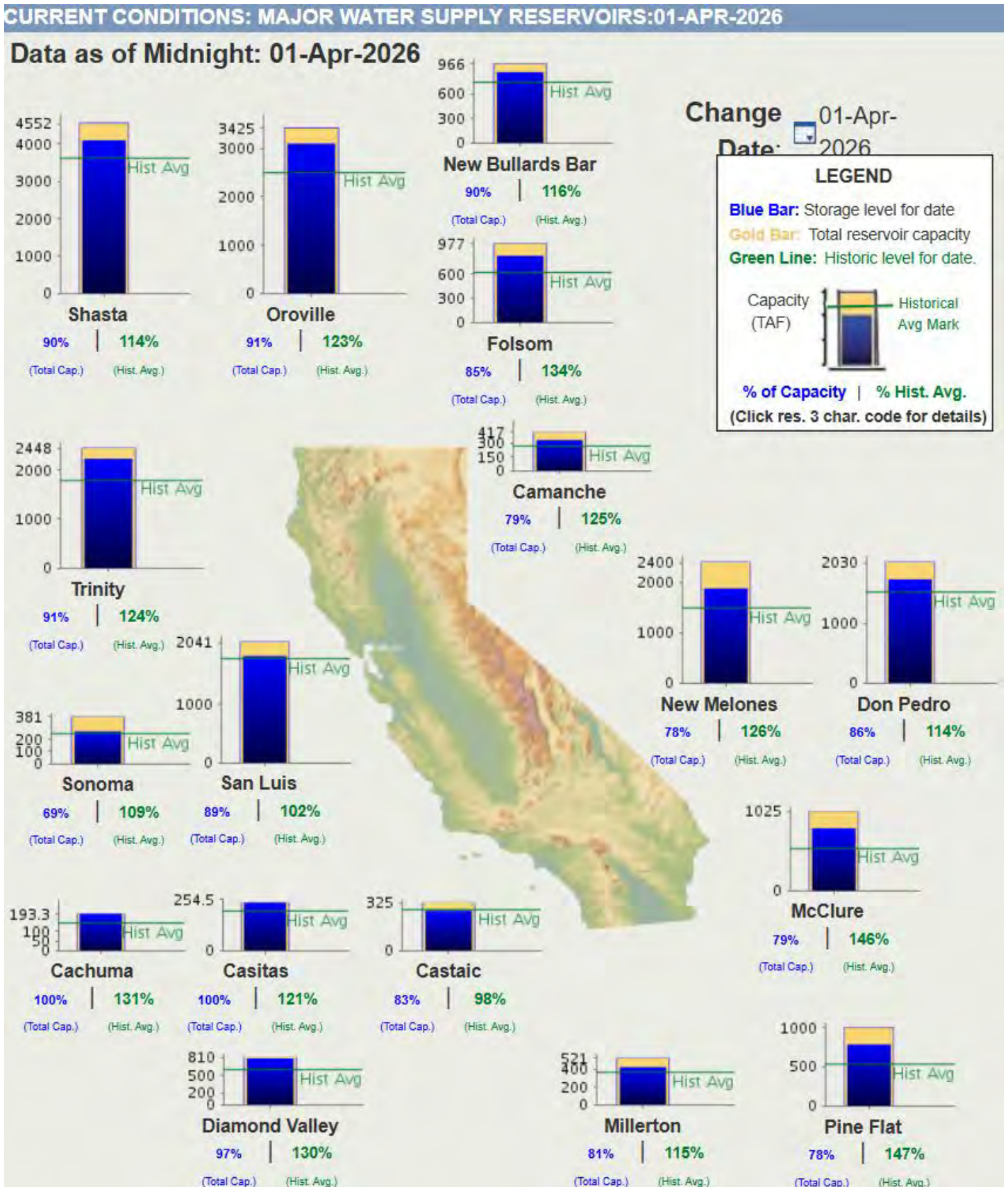
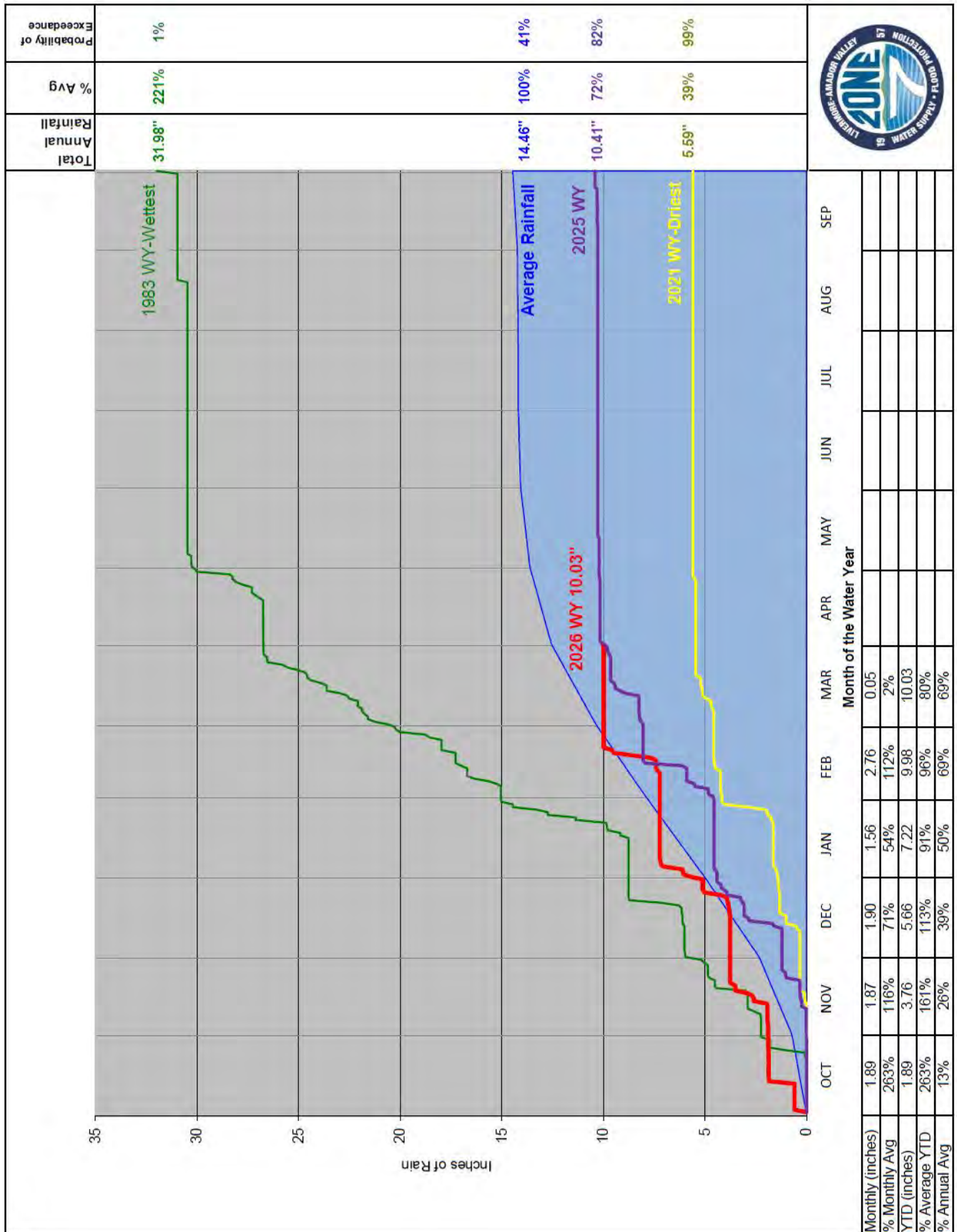


Figure 13: Local Rainfall (Livermore Station KLVK) as of April 1, 2026





ORIGINATING SECTION: Engineering

CONTACT: Mona Olmsted/Brandon Woods/Edward Reyes/Jason Ching

AGENDA DATE: May 20, 2026

SUBJECT: Capital Projects Status Report

In support of Zone 7's mission to deliver safe, reliable, efficient, and sustainable water and flood protection services, and specifically, Strategic Plan Initiatives 6, 7, 9, 10, and 13, the Engineering staff plans, performs, and manages the design and construction of water supply conveyance, production, and delivery projects, as well as flood protection capital projects included in Zone 7's Capital Improvement Program.

Attached are summaries showing the status of key Water Supply System and Flood Protection System projects managed by the Engineering staff.

Water Supply System Projects:

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status								
<p>Asset Management Plan (AMP) Update and Ten-Year Capital Improvement Plan (CIP)</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> The AMP identifies and documents system-wide near- and long-term renewal, replacement, and improvement projects and funding strategies. The CIP identifies the capital projects and programs needed to carry out the Agency's goals and policies and describes the water system projects, costs, schedules, and priorities. 	<p>Scope: Prepare the AMP Update and Ten-Year CIP documents, including:</p> <ul style="list-style-type: none"> Conduct facility condition assessments and pipeline risk analysis to prepare a prioritized list of capital projects Evaluate and recommend annual funding levels and associated impacts to Zone 7's rates Develop a CIP framework that aligns with Zone 7's vision and mission as outlined in the Strategic Plan Update project descriptions, justifications, cost estimates, project schedules, and funding sources for each project in the Ten-Year CIP <p>Funding Sources: This project is funded by a combination of water rates and new connection fees:</p> <ul style="list-style-type: none"> \$902,000, Fund 120 \$250,000, Fund 130 	<p>Original Total Estimated Cost: \$660,000</p> <p>Current Total Estimated Cost: \$850,000</p> <p>Total Budget: \$1,160,000</p> <p>Total Expenditures: \$850,000</p> <table border="1" data-bbox="942 789 1358 937"> <thead> <tr> <th colspan="2">Planning Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$1,160,000</td> </tr> <tr> <td>% Spent</td> <td>70%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table>	Planning Costs		Budget	\$1,160,000	% Spent	70%	% Complete	100%	<p>Completion: April 2026</p> <p>Projected Operating Impact: Increased operational effectiveness, reliability, safety, and cost-effectiveness.</p>	<p>The Board adopted the AMP Update and Ten-Year CIP report at the April regular Board meeting. The final report is being prepared for distribution.</p>
Planning Costs												
Budget	\$1,160,000											
% Spent	70%											
% Complete	100%											

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status																
<p>Chain of Lakes (COL) PFAS Treatment Plant</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Provide PFAS treatment for the COL wells (COL 1, 2, and 5) to meet applicable state and federal drinking water quality limits. 	<p>Scope:</p> <ul style="list-style-type: none"> Install ion exchange vessels for the removal of PFAS Piping, instrumentation, electrical, concrete, underground pile foundation system, and other site improvements <p>Funding Sources:</p> <ul style="list-style-type: none"> 100% of design cost is funded from Fund 120 – Renewal/ Replacement and System-Wide Improvements Construction cost (approximately \$22M) is financed through bonds 	<p>Original Total Estimated Cost: \$25,800,000</p> <p>Current Total Estimated Cost: \$22,500,000</p> <p>Total Budget: \$24,400,000</p> <p>Total Expenditures: \$21,980,000</p> <table border="1" data-bbox="850 714 1276 896"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$2,300,000</td> </tr> <tr> <td>% Spent</td> <td>80%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table> <table border="1" data-bbox="850 933 1276 1079"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$22,100,000</td> </tr> <tr> <td>% Spent</td> <td>90%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table>	Planning & Design Phase Costs		Budget	\$2,300,000	% Spent	80%	% Complete	100%	Construction Phase Costs		Budget	\$22,100,000	% Spent	90%	% Complete	100%	<p>Completion: May 2025</p> <p>Projected Operating Impact: Improved water quality, improved reliability, and increased operational flexibility. Increased operating costs, with an annual average cost of approximately \$300,000.</p>	<p>Construction is complete. The contractor submitted a Government Code Claim related to project delays. Staff, in coordination with legal counsel, have responded to the claim and the matter is being processed in accordance with applicable law.</p>
Planning & Design Phase Costs																				
Budget	\$2,300,000																			
% Spent	80%																			
% Complete	100%																			
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% Spent	90%																			
% Complete	100%																			

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status								
<p>Chain of Lakes Chromium-6 Removal Study</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Evaluate strategies to optimize removal of both PFAS and hexavalent chromium (Cr6) in a cost-effective manner. 	<p>Scope:</p> <ul style="list-style-type: none"> Evaluate treatment media performance, alternative treatment approaches, and lifecycle costs to support informed decision-making and minimize long-term operational and capital expenditures. <p>Funding Source:</p> <ul style="list-style-type: none"> 100% from Fund 120 – Renewal/Replacement and System-Wide Improvements 	<p>Original Total Estimated Cost: \$350,000</p> <p>Current Total Estimated Cost: \$350,000</p> <p>Total Budget: \$350,000</p> <p>Total Expenditures: \$10,000</p> <table border="1" data-bbox="852 751 1276 899"> <thead> <tr> <th colspan="2">Planning Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$350,000</td> </tr> <tr> <td>% Spent</td> <td>3%</td> </tr> <tr> <td>% Complete</td> <td>3%</td> </tr> </tbody> </table>	Planning Costs		Budget	\$350,000	% Spent	3%	% Complete	3%	<p>Completion: June 2027</p> <p>Projected Operating Impact: Improve reliability of PFAS and Cr6 removal while optimizing media lifecycle costs.</p>	<p>A Request for Proposals was advertised in April. Proposals were received in early May and are currently being evaluated. The contract is expected to be brought to the Board for approval in June.</p>
Planning Costs												
Budget	\$350,000											
% Spent	3%											
% Complete	3%											

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status																
<p>Del Valle (DWWTP) and Patterson Pass (PPWTP) Water Treatment Plant HVAC and Improvements</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Replace aging and obsolete heating, ventilation, and air conditioning (HVAC) equipment and improve various plant facilities and processes at DWWTP and PPWTP to improve working conditions, increase system reliability, reduce maintenance costs, and improve plant operational reliability. 	<p>Scope:</p> <ul style="list-style-type: none"> Replace HVAC systems at DWWTP and PPWTP Improve PPWTP facilities including clarifiers, chlorine contact basin, clearwell, washwater recovery system, and operations building Replace fire control panel at DWWTP <p>Funding Source:</p> <ul style="list-style-type: none"> 100% from Fund 120 – Renewal/ Replacement and System-Wide Improvements 	<p>Original Total Estimated Cost: \$12,060,000</p> <p>Current Total Estimated Cost: \$12,060,000</p> <p>Total Budget: \$12,060,000</p> <p>Total Expenditures: \$250,000</p> <table border="1" data-bbox="852 712 1274 904"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$1,120,000</td> </tr> <tr> <td>% Spent</td> <td>22%</td> </tr> <tr> <td>% Complete</td> <td>22%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 943 1278 1089"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$10,940,000</td> </tr> <tr> <td>% Spent</td> <td>0%</td> </tr> <tr> <td>% Complete</td> <td>0%</td> </tr> </tbody> </table>	Planning & Design Phase Costs		Budget	\$1,120,000	% Spent	22%	% Complete	22%	Construction Phase Costs		Budget	\$10,940,000	% Spent	0%	% Complete	0%	<p>Completion: June 2028</p> <p>Projected Operating Impact: Improved operational reliability and reduced maintenance costs of the treatment plant.</p>	<p>Design of a new HVAC system for PPWTP has been completed, with installation expected within the next 6 to 9 months. Design for remaining project elements at both PPWTP and DWWTP is expected to be completed in early 2027, with construction completion anticipated in Summer 2028.</p>
Planning & Design Phase Costs																				
Budget	\$1,120,000																			
% Spent	22%																			
% Complete	22%																			
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% Spent	0%																			
% Complete	0%																			

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status																
<p>Del Valle Water Treatment Plant Booster Pump Station Variable Frequency Drives (VFDs) and Underdrain Pump Station Replacement</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Replace aging and obsolete inlet booster pump station VFDs and sludge basin pump station to increase plant reliability and avoid untimely and expensive repairs. 	<p>Scope:</p> <ul style="list-style-type: none"> Replace the two existing booster pump VFDs; replace four underdrain pumps with two vertical turbine pumps; upgrade the local control panel, power and control wiring, and other mechanical improvements; weld and re-coat the clearwell drainpipe support bracket. <p>Funding Source:</p> <ul style="list-style-type: none"> 100% from Fund 120 – Renewal/ Replacement and System-Wide Improvements 	<p>Original Total Estimated Cost: \$1,250,000</p> <p>Current Total Estimated Cost: \$1,910,000</p> <p>Total Budget: \$1,910,000</p> <p>Total Expenditures: \$1,710,000</p> <table border="1" data-bbox="852 712 1274 907"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$180,000</td> </tr> <tr> <td>% Spent</td> <td>100%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 946 1278 1094"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$1,730,000</td> </tr> <tr> <td>% Spent</td> <td>90%</td> </tr> <tr> <td>% Complete</td> <td>99%</td> </tr> </tbody> </table>	Planning & Design Phase Costs		Budget	\$180,000	% Spent	100%	% Complete	100%	Construction Phase Costs		Budget	\$1,730,000	% Spent	90%	% Complete	99%	<p>Completion: May 2026</p> <p>Projected Operating Impact: Improved operational flexibility and reliability of the treatment plant, reducing untimely future repair costs.</p>	<p>The new underdrain pump station is fully functional. Remaining punch list items are being addressed, and the project is in closeout.</p>
Planning & Design Phase Costs																				
Budget	\$180,000																			
% Spent	100%																			
% Complete	100%																			
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% Spent	90%																			
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Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status								
<p>Del Valle Water Treatment Plant (DWWTP) Master Plan</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Provides Zone 7 with a plan for long-term improvements to meet the water treatment, operations, maintenance, and administrative needs at the treatment plant. 	<p>Scope:</p> <ul style="list-style-type: none"> Conceptual space planning for future treatment processes, office spaces, maintenance and storage yard, and fleet and equipment storage Analysis and recommendations for booster pumps, sludge drying beds, chemical storage, and dissolved air flotation building Cost estimates and funding source allocation <p>Funding Source:</p> <ul style="list-style-type: none"> 100% from Fund 120 – Renewal/ Replacement and System-Wide Improvements 	<p>Original Total Estimated Cost: \$688,000</p> <p>Current Total Estimated Cost: \$688,000</p> <p>Total Budget: \$688,000</p> <p>Total Expenditures: \$190,000</p> <table border="1" data-bbox="852 712 1274 873"> <thead> <tr> <th colspan="2">Planning Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$688,000</td> </tr> <tr> <td>% Spent</td> <td>30%</td> </tr> <tr> <td>% Complete</td> <td>30%</td> </tr> </tbody> </table>	Planning Phase Costs		Budget	\$688,000	% Spent	30%	% Complete	30%	<p>Completion: October 2026</p> <p>Projected Operating Impact: Improved ability to plan for and implement infrastructure projects at DWWTP.</p>	<p>The consultant is developing conceptual building and treatment facility site layouts. Concurrently, work has begun on a prioritization framework to rank and prioritize future project needs and long-term facility planning.</p>
Planning Phase Costs												
Budget	\$688,000											
% Spent	30%											
% Complete	30%											

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status																
<p>Mocho PFAS Treatment Plant</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Remove PFAS from the Mocho wellfield to meet drinking water standards, restore production capacity and water supply reliability, restore salt removal at MGD, and replace aging electrical switchgear. 	<p>Scope:</p> <ul style="list-style-type: none"> Install ion exchange PFAS treatment plant, including site improvements and a pipeline to convey treated water from the new treatment plant to MGD and the transmission system Replace aging well pumps in the Mocho wellfield Electrical switchgear replacements at Mocho Wells 3 and 4 MGD capacity upgrades <p>Funding Source:</p> <ul style="list-style-type: none"> 100% from Fund 120 – Renewal/Replacement and System-Wide Improvements 	<p>Original Total Estimated Cost: \$35,500,000</p> <p>Current Total Estimated Cost: \$35,500,000 - \$54,400,000</p> <p>Total Expenditures: \$1,625,000</p> <table border="1" data-bbox="852 597 1276 781"> <thead> <tr> <th colspan="2">Conceptual Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$500,000</td> </tr> <tr> <td>% Spent</td> <td>100%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 818 1276 967"> <thead> <tr> <th colspan="2">Design-Build Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$53,900,000</td> </tr> <tr> <td>% Spent</td> <td>2%</td> </tr> <tr> <td>% Complete</td> <td>2%</td> </tr> </tbody> </table>	Conceptual Design Phase Costs		Budget	\$500,000	% Spent	100%	% Complete	100%	Design-Build Phase Costs		Budget	\$53,900,000	% Spent	2%	% Complete	2%	<p>Completion: July 2028</p> <p>Projected Operating Impact: Improved water quality, restored reliability, enhanced operational flexibility, increased salt management, and extended life of well facilities. Increased operating costs are expected associated with ion exchange media replacement and additional power costs.</p>	<p>Design workshops are ongoing with participation from Operations, Engineering, and Maintenance staff to finalize design criteria and alternatives selection. An early works package for long-lead electrical items is expected for Board award in late summer 2026. On March 31, a \$25 million grant application was submitted to the State Water Resources Control Board to support project funding.</p> <p>The final Initial Study/Mitigated Negative Declaration (IS/MND) has been prepared and is scheduled for Board adoption at this meeting. (See Agenda Item 8a)</p> <p>Staff are continuing to coordinate with the City of Pleasanton to secure the remaining land rights for the project site.</p>
Conceptual Design Phase Costs																				
Budget	\$500,000																			
% Spent	100%																			
% Complete	100%																			
Design-Build Phase Costs																				
Budget	\$53,900,000																			
% Spent	2%																			
% Complete	2%																			

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status																
<p>North Canyons EV Chargers</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Install electric vehicle charging infrastructure to support transition to a zero-emission fleet in accordance with current and future regulations and for public/staff's use. 	<p>Scope:</p> <ul style="list-style-type: none"> Install electric vehicle charging infrastructure at North Canyons administrative office building <p>Funding Source:</p> <ul style="list-style-type: none"> 100% from Fund 120 – Renewal/Replacement and System-Wide Improvements 	<p>Original Total Estimated Cost: \$850,000</p> <p>Current Total Estimated Cost: \$850,000</p> <p>Total Budget: \$850,000</p> <p>Total Expenditures: \$225,000</p> <table border="1" data-bbox="852 712 1276 894"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$155,000</td> </tr> <tr> <td>% Spent</td> <td>100%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 933 1276 1079"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$695,000</td> </tr> <tr> <td>% Spent</td> <td>10%</td> </tr> <tr> <td>% Complete</td> <td>1%</td> </tr> </tbody> </table>	Planning & Design Phase Costs		Budget	\$155,000	% Spent	100%	% Complete	100%	Construction Phase Costs		Budget	\$695,000	% Spent	10%	% Complete	1%	<p>Completion: October 2026</p> <p>Projected Operating Impact: Improved Zone 7's readiness for transition to a zero-emission fleet in accordance with current and future regulations.</p>	<p>Expenditures to date reflect consultant costs associated with building permit preparation and contract development between Zone 7 and the EV charger equipment and services provider. Contractor mobilization is anticipated in June 2026, following issuance of the building permit and execution of the contract.</p>
Planning & Design Phase Costs																				
Budget	\$155,000																			
% Spent	100%																			
% Complete	100%																			
Construction Phase Costs																				
Budget	\$695,000																			
% Spent	10%																			
% Complete	1%																			

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status																
<p>North Canyons Interior Repair and Update</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Address cosmetic damage due to building settlement and update the interior finishes throughout the North Canyons administrative office building. 	<p>Scope:</p> <ul style="list-style-type: none"> Repair interior wall and flooring cracks, recoat interior walls, replace flooring finishes, and adjust ceiling tiles <p>Funding Source:</p> <ul style="list-style-type: none"> 88% from Fund 120 – Renewal/Replacement and System-Wide Improvements 12% from Fund 200 – Flood Protection Operations 	<p>Original Total Estimated Cost: \$900,000</p> <p>Current Total Estimated Cost: \$900,000</p> <p>Total Budget: \$900,000</p> <p>Total Expenditures: \$10,000</p> <table border="1" data-bbox="852 714 1276 896"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$200,000</td> </tr> <tr> <td>% Spent</td> <td>5%</td> </tr> <tr> <td>% Complete</td> <td>5%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 935 1276 1081"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$700,000</td> </tr> <tr> <td>% Spent</td> <td>0%</td> </tr> <tr> <td>% Complete</td> <td>0%</td> </tr> </tbody> </table>	Planning & Design Phase Costs		Budget	\$200,000	% Spent	5%	% Complete	5%	Construction Phase Costs		Budget	\$700,000	% Spent	0%	% Complete	0%	<p>Completion: May 2027</p> <p>Projected Operating Impact: Extend the useful life of the office building and reduce ongoing maintenance needs.</p>	<p>Staff are evaluating project delivery options. Staff expect to initiate design activities in June 2026.</p>
Planning & Design Phase Costs																				
Budget	\$200,000																			
% Spent	5%																			
% Complete	5%																			
Construction Phase Costs																				
Budget	\$700,000																			
% Spent	0%																			
% Complete	0%																			

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status								
<p>Risk and Resilience Assessment (RRA) and Emergency Response Plan (ERP) Updates</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> The 2018 America's Water Infrastructure Act requires an update to RRA and ERP every 5 years. The RRA includes assessments of natural hazards and malevolent acts, resilience of water facility infrastructure, and operations and maintenance, among other things. The ERP provides an action plan for addressing risks identified in the RRA. 	<p>Scope:</p> <ul style="list-style-type: none"> Review Zone 7's existing RRA and ERP and update the documents to meet Environmental Protection Agency (EPA) requirements. <p>Funding Source:</p> <ul style="list-style-type: none"> 100% from Fund 100 – Water Enterprise Operations 	<p>Original Total Estimated Cost: \$200,000</p> <p>Current Total Estimated Cost: \$200,000</p> <p>Total Budget: \$200,000</p> <p>Total Expenditures: \$200,000</p> <table border="1" data-bbox="850 711 1264 863"> <thead> <tr> <th colspan="2">Study Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$200,000</td> </tr> <tr> <td>% Spent</td> <td>100%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table>	Study Phase Costs		Budget	\$200,000	% Spent	100%	% Complete	100%	<p>Completion of RRA Update: March 2025 (regulatory due date)</p> <p>Completion of ERP Update: September 2025 (regulatory due date)</p> <p>Projected Operating Impact: None</p>	<p>The project is complete. The RRA and ERP were completed and certified prior to regulatory due dates.</p> <p>Following an Emergency Operations Center (EOC) overview training held last December, staff members across all departments participated in a mock tabletop exercise in March. Staff will continue to implement findings and recommendations from the assessments, as well as lessons learned from the exercise.</p>
Study Phase Costs												
Budget	\$200,000											
% Spent	100%											
% Complete	100%											

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status																
<p>Silver Oaks Pump Station</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> The existing pump station has reached the end of its useful life. The new facility will be designed with increased capacity to meet future water demands. Alternative facility locations will be evaluated to identify sites that accommodate the expanded facility and provide improved access for long-term operations and maintenance. 	<p>Scope:</p> <ul style="list-style-type: none"> Site selection, land acquisition, design, environmental review, and construction of a new pump station on a new site and demolition of the existing pump station. The new facility will include a new building to house the new pumps and electrical equipment. <p>Funding Source:</p> <ul style="list-style-type: none"> 80% from Fund 120 – Renewal/Replacement and System-Wide Improvements 20% from Fund 130 - Expansion 	<p>Original Total Estimated Cost: \$20,500,000</p> <p>Current Total Estimated Cost: \$20,500,000</p> <p>Total Budget: \$20,500,000</p> <p>Total Expenditures: \$200,000</p> <table border="1" data-bbox="852 712 1276 896"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$3,750,000</td> </tr> <tr> <td>% Spent</td> <td>5%</td> </tr> <tr> <td>% Complete</td> <td>5%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 933 1276 1081"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$17,000,000</td> </tr> <tr> <td>% Spent</td> <td>0%</td> </tr> <tr> <td>% Complete</td> <td>0%</td> </tr> </tbody> </table>	Planning & Design Phase Costs		Budget	\$3,750,000	% Spent	5%	% Complete	5%	Construction Phase Costs		Budget	\$17,000,000	% Spent	0%	% Complete	0%	<p>Completion: Fall 2031</p> <p>Projected Operating Impact: Increased operational reliability, increased operating cost.</p>	<p>Design activities have been paused to ensure that project requirements, including pump station siting and capacity, align with the findings of the upcoming Transmission System Plan and Hydraulic Model Update. This sequence is intended to ensure the new facility is appropriately sized and sited based on updated system demands and long-term planning objectives. Work is expected to resume in late 2026/early 2027. Staff are working with Operations and Maintenance to implement contingency measures to ensure continued pump station reliability until the new facility is completed.</p>
Planning & Design Phase Costs																				
Budget	\$3,750,000																			
% Spent	5%																			
% Complete	5%																			
Construction Phase Costs																				
Budget	\$17,000,000																			
% Spent	0%																			
% Complete	0%																			

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status								
<p>Stoneridge PFAS Treatment Plant</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Provide PFAS treatment for Stoneridge Well to meet applicable state and federal drinking water quality limits. 	<p>Scope:</p> <ul style="list-style-type: none"> Install three trains (6 vessels) consisting of ion exchange media and a new booster pump station. Work includes construction of the three trains of treatment pressure vessels, installation of a new rate control station on site, piping modifications to and from the well, chemical injection modifications, installation of a new electrical building, and new electrical and instrumentation for the PFAS facility. A switchover to Power and Water Resources Pooling Authority (PWRPA) power was added to reduce power costs. <p>Funding Source:</p> <ul style="list-style-type: none"> DWR grant for full project cost 	<p>Original Total Estimated Cost: \$16,300,000</p> <p>Current Total Estimated Cost: \$15,600,000</p> <p>Total Budget: \$16,300,000</p> <p>Total Expenditures: \$14,090,000</p> <table border="1" data-bbox="852 712 1278 930"> <thead> <tr> <th colspan="2">Planning, Design & Construction Phase Costs (Design-Build)</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$16,300,000</td> </tr> <tr> <td>% Spent</td> <td>86%</td> </tr> <tr> <td>% Complete</td> <td>95%</td> </tr> </tbody> </table>	Planning, Design & Construction Phase Costs (Design-Build)		Budget	\$16,300,000	% Spent	86%	% Complete	95%	<p>Functional Completion: Summer 2023</p> <p>Project Completion: September 2024</p> <p>Closeout: December 2027 (for PWRPA power switchover)</p> <p>Projected Operating Impact: Improved water quality, improved reliability, and increased operational flexibility. Increased operating costs, with an annual average of approximately \$200,000, are expected for ion exchange media replacement and booster pumping power costs.</p>	<p>The new PFAS treatment plant has been in service since September 2023.</p> <p>Consistent with the Energy Policy, staff are transitioning the Stoneridge Well site from PG&E to PWRPA. The PWRPA transition is projected to save \$300,000-\$400,000 annually, yielding a 1 to 3-year payback, and is expected to be completed by late 2027.</p> <p>Work is also in progress for the installation of a new emergency power generator that will provide backup power for site communications. Completion is expected by the end of the month.</p>
Planning, Design & Construction Phase Costs (Design-Build)												
Budget	\$16,300,000											
% Spent	86%											
% Complete	95%											

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status								
<p>Stoneridge Well Emergency Repair</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Return Stoneridge Well to service. The well is experiencing pressure fluctuations and operating at an amperage that exceeds the motor's rating. Continued operation of this well may pose a significant risk to failure of the pump and/or motor. Therefore, the well is considered to be only available for emergency operation. 	<p>Scope:</p> <ul style="list-style-type: none"> Removal of the existing motor, pump column and pump shaft, and well pump. Video and gyroscopic surveys of well casing. Rehabilitation or replacement of pump assembly and associated appurtenances based on diagnostic results. Other necessary improvements, as identified through investigations and surveys. <p>Funding Source:</p> <ul style="list-style-type: none"> 100% from Fund 120 – Renewal/ Replacement and System-Wide Improvements 	<p>Original Total Estimated Cost: \$560,000</p> <p>Current Total Estimated Cost: \$560,000</p> <p>Total Budget: \$560,000</p> <p>Total Expenditures: \$300,000</p> <table border="1" data-bbox="852 712 1276 859"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$560,000</td> </tr> <tr> <td>% Spent</td> <td>55%</td> </tr> <tr> <td>% Complete</td> <td>55%</td> </tr> </tbody> </table>	Construction Phase Costs		Budget	\$560,000	% Spent	55%	% Complete	55%	<p>Completion: June 2026</p> <p>Projected Operating Impact: Improved water production reliability and increased operational flexibility.</p>	<p>The well is available for operation following rehabilitation. Additional pump tests and other work are underway to ensure the pump will operate reliably or identify and implement further upgrades.</p>
Construction Phase Costs												
Budget	\$560,000											
% Spent	55%											
% Complete	55%											

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status								
<p>Transmission System Plan and Hydraulic Model Update</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> The hydraulic model update will provide an up-to-date model for accurate modeling of various scenarios. The transmission system plan update will use latest demand estimates and the updated hydraulic model to verify the capability of Zone 7's existing system and identify projects needed to deliver treated water at an adequate level of service and to meet the Agency's water supply reliability policy. 	<p>Scope:</p> <ul style="list-style-type: none"> Build and calibrate a new hydraulic model for the transmission system. Develop transmission system performance criteria that will be used to evaluate system performance. Develop operational scenarios and provide capital improvement recommendations. <p>Funding Source:</p> <ul style="list-style-type: none"> 75% from Fund 120 – Renewal/Replacement and System-Wide Improvements 25% from Fund 130 – Expansion 	<p>Original Total Estimated Cost: \$875,000</p> <p>Current Total Estimated Cost: \$875,000</p> <p>Total Budget: \$875,000</p> <p>Total Expenditures: \$10,000</p> <table border="1" data-bbox="852 714 1276 860"> <thead> <tr> <th colspan="2">Planning Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$875,000</td> </tr> <tr> <td>% Spent</td> <td>1%</td> </tr> <tr> <td>% Complete</td> <td>1%</td> </tr> </tbody> </table>	Planning Phase Costs		Budget	\$875,000	% Spent	1%	% Complete	1%	<p>Completion: June 2027</p> <p>Projected Operating Impact: Improved water reliability and production capacity, and improved ability for future planning using the new hydraulic model.</p>	<p>The contract was awarded at the April Board meeting.</p> <p>To prepare for the work associated with this project, an on-call consultant has provided an updated GIS database, which will form the basis for the hydraulic model update.</p>
Planning Phase Costs												
Budget	\$875,000											
% Spent	1%											
% Complete	1%											

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status								
<p>Wells & MGD Electrical Upgrades/ Replacement Project</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Replaces electrical equipment at several well sites that are at or approaching the end of its useful life. Ensures reliable water production from groundwater wells. 	<p>Scope:</p> <ul style="list-style-type: none"> Replace seven variable frequency drives (VFDs) at the Mocho Groundwater Demineralization Plant (MGDP) facility; replace two VFDs at the Chain of Lakes (COL) Wells 1 and 2; replace electrical switchgear and motor control center (MCC) at Mocho 2, Stoneridge, Hopyard 6 and Hopyard 9 wells; and replace motor soft starters at Mocho Wells 3 and 4. <p>Funding Source:</p> <ul style="list-style-type: none"> 100% from Fund 120 – Renewal/ Replacement and System-Wide Improvements 	<p>Original Total Estimated Cost: \$7,340,000</p> <p>Current Total Estimated Cost: \$7,340,000</p> <p>Total Budget: \$7,340,000</p> <p>Total Expenditures: \$6,140,000</p> <table border="1" data-bbox="852 714 1278 932"> <thead> <tr> <th colspan="2">Planning, Design & Construction Phase Costs (Design-Build)</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$7,340,000</td> </tr> <tr> <td>% Spent</td> <td>84%</td> </tr> <tr> <td>% Complete</td> <td>84%</td> </tr> </tbody> </table>	Planning, Design & Construction Phase Costs (Design-Build)		Budget	\$7,340,000	% Spent	84%	% Complete	84%	<p>Completion: April 2027</p> <p>Projected Operating Impact: Improved water production reliability and increased operational flexibility.</p>	<p>Remaining project work consists of the replacement of the medium-voltage switchgear at Hopyard 6 and Stoneridge well sites. The work is expected to begin in late 2026, with each site expected to take three months to complete.</p>
Planning, Design & Construction Phase Costs (Design-Build)												
Budget	\$7,340,000											
% Spent	84%											
% Complete	84%											

Flood Protection System Projects:

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status																
<p>2022-2023 Storm Damage High Priority Repairs</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Restore channel embankments damaged during the December 2022-January 2023 storm event. Restore channel capacity and stability and prevent further damage. 	<p>Scope:</p> <ul style="list-style-type: none"> Repair three high-priority sites that experienced damage during the 2022-2023 storm events at Golden Eagle Estates and Line G-1-1 near DSRSD. These repair sites do not qualify for the US Army Corp of Engineers (USACE) Assistance Program but may be eligible for reimbursement by the Federal Emergency Management Agency (FEMA). Improvements will include bank stabilization with rip rap, geogrids to reinforce the channel soils, and erosion control fabric on top of all new repairs and hydroseeding. <p>Funding Sources:</p> <ul style="list-style-type: none"> Fund 200 – Flood Protection Operations May be eligible for reimbursement by FEMA 	<p>Total Estimated Cost: \$2,440,000</p> <p>Total Proposed Budget: \$2,440,000</p> <p>Total Expenditures: \$578,000</p> <table border="1" data-bbox="894 597 1318 781"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$700,000</td> </tr> <tr> <td>% Spent</td> <td>83%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table> <table border="1" data-bbox="894 818 1318 967"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$1,740,000</td> </tr> <tr> <td>% Spent</td> <td>0%</td> </tr> <tr> <td>% Complete</td> <td>0%</td> </tr> </tbody> </table>	Planning & Design Phase Costs		Budget	\$700,000	% Spent	83%	% Complete	100%	Construction Phase Costs		Budget	\$1,740,000	% Spent	0%	% Complete	0%	<p>Design: Spring 2024</p> <p>Permitting: December 2025</p> <p>Construction: Summer 2026</p> <p>Closeout: Fall 2026</p> <p>Projected Operating Impact: Restore channel stability.</p>	<p>All environmental permits are secured. Construction is scheduled to begin in June 2026, with in-channel work to be completed by October 2026, consistent with the permitted construction window. Ahead of the contractor's mobilization, staff are initiating outreach to adjacent property owners to minimize potential construction impacts.</p>
Planning & Design Phase Costs																				
Budget	\$700,000																			
% Spent	83%																			
% Complete	100%																			
Construction Phase Costs																				
Budget	\$1,740,000																			
% Spent	0%																			
% Complete	0%																			

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status																
<p>2023 Storm Damage Repairs - Phase 1</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Restore channel embankments damaged during the December 2022-January 2023 storm event. Restore channel capacity and stability and prevent further damage. 	<p>Scope:</p> <ul style="list-style-type: none"> Design and environmental planning for the repair of approximately 50 out of 177 sites that experienced damage during the 2022-2023 storm events. Repairs will include stabilization of channel banks utilizing rock rip rap, bio-engineered building units, and eco-friendly crib walls. Erosion control fabric will be placed on top of all new repairs and hydroseeded. <p>Funding Sources:</p> <ul style="list-style-type: none"> Fund 200 – Flood Protection Operations Zone 7 will be seeking a federal grant for design and construction costs 	<p>Total Estimated Cost: \$24,880,000</p> <p>Total Proposed Budget: \$24,880,000</p> <p>Total Expenditures: \$1,045,000</p> <table border="1" data-bbox="852 521 1276 704"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$1,080,000</td> </tr> <tr> <td>% Spent</td> <td>94%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 743 1276 893"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$23,800,000</td> </tr> <tr> <td>% Spent</td> <td>0%</td> </tr> <tr> <td>% Complete</td> <td>0%</td> </tr> </tbody> </table>	Planning & Design Phase Costs		Budget	\$1,080,000	% Spent	94%	% Complete	100%	Construction Phase Costs		Budget	\$23,800,000	% Spent	0%	% Complete	0%	<p>Design: April 2025</p> <p>Permitting: December 2025</p> <p>Construction: Summer/Fall 2026 (Dublin) Summer/Fall 2027 (Pleasanton)</p> <p>Closeout: December 2027</p> <p>Projected Operating Impact: Restore channel stability.</p>	<p>All environmental permits are secured. Construction will span two dry seasons: Dublin sites in summer 2026 and Pleasanton sites in summer 2027. Ahead of the contractor's mobilization, staff are initiating outreach to partner agencies and adjacent property owners to minimize potential construction impacts.</p>
Planning & Design Phase Costs																				
Budget	\$1,080,000																			
% Spent	94%																			
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% Complete	0%																			

Project Name/Purpose	Scope/Funding Source	Project Cost and Budget	Target Dates / Operating Impact	Current Status																
<p>Alamo Creek Bank Stabilization Pilot Project</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> • Pilot project to test channel erosion treatments that may be proposed as part of the Flood Management Plan and other future channel improvements • Repair a section of Alamo Creek in Dublin to help restore functionality and integrity of the flood protection system using vegetation and rock • Repair areas of bank damage from the 2023 winter storms 	<p>Scope:</p> <ul style="list-style-type: none"> • Improve reach of channel downstream of the Alamo Creek and South San Ramon Creek confluence structure that experiences high velocities and toe erosion • Install five different modules (design types) designed to stabilize the toe with rock vanes, vegetated soil lifts, willow plantings, or rip rap toe trenches. <p>Funding Sources:</p> <ul style="list-style-type: none"> • Fund 200 – Flood Protection Operations • California Department of Water Resources (DWR) – \$ 3.6M grant through the Floodplain Management, Protection and Risk Awareness Grant Program • Storm damage repair expenses may be reimbursed by FEMA 	<p>Total Estimated Cost: \$6,120,000</p> <p>Total Proposed Budget: \$6,120,000</p> <p>Total Expenditures: \$975,000</p> <table border="1" data-bbox="852 521 1268 704"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$860,000</td> </tr> <tr> <td>% Spent*</td> <td>113%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 743 1268 893"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$5,700,000</td> </tr> <tr> <td>% Spent</td> <td>0%</td> </tr> <tr> <td>% Complete</td> <td>0%</td> </tr> </tbody> </table> <p><i>* Planning and design expenditures exceeded budget due to higher than anticipated staff resource requirements; consultant expenditures remained within budget.</i></p>	Planning & Design Phase Costs		Budget	\$860,000	% Spent*	113%	% Complete	100%	Construction Phase Costs		Budget	\$5,700,000	% Spent	0%	% Complete	0%	<p>Design: March 2025</p> <p>Permitting: Spring 2026 (pending permit approval)</p> <p>Construction: Summer 2026, pending permit approval</p> <p>Closeout: December 2026 pending permit approval</p> <p>Projected Operating Impact: Reduced future maintenance and repair costs.</p>	<p>Staff are actively coordinating with the Regional Water Quality Control Board and the California Department of Fish and Wildlife to secure the remaining permit approvals. Pending issuance of these permits, construction is expected to begin in June 2026.</p>
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<p>Arroyo Mocho Medeiros Reach Bank Stabilization</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Restore channel embankments damaged during the December 2022-January 2023 storm event. Restore channel capacity and stability and prevent further damage. 	<p>Scope:</p> <ul style="list-style-type: none"> Repair two storm damage sites along the Arroyo Mocho at Medeiros reach near Florence Rd and South S Street. Improvements will include bank stabilization with rip rap, revegetation planting, and erosion control fabric on top of all new repairs and hydroseeding. <p>Funding Sources:</p> <ul style="list-style-type: none"> Fund 200 – Flood Protection Operations May be eligible for reimbursement by FEMA 	<p>Total Estimated Cost: \$1,850,000</p> <p>Total Proposed Budget: \$1,850,000</p> <p>Total Expenditures: \$542,000</p> <table border="1" data-bbox="852 521 1276 704"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$550,000</td> </tr> <tr> <td>% Spent</td> <td>99%</td> </tr> <tr> <td>% Complete</td> <td>98%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 743 1276 893"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$1,300,000</td> </tr> <tr> <td>% Spent</td> <td>0%</td> </tr> <tr> <td>% Complete</td> <td>0%</td> </tr> </tbody> </table>	Planning & Design Phase Costs		Budget	\$550,000	% Spent	99%	% Complete	98%	Construction Phase Costs		Budget	\$1,300,000	% Spent	0%	% Complete	0%	<p>Design: June 2024</p> <p>Permitting: Spring/Summer 2026</p> <p>Construction: Spring/Summer 2026</p> <p>Closeout: Fall 2026</p> <p>Projected Operating Impact: Restore channel stability.</p>	<p>Design of the project is complete. Staff are actively coordinating with the Regional Water Quality Control Board to secure the remaining permit approvals. Pending issuance of these permits, construction is expected to begin in the summer of 2026.</p>
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<p>El Charro Weir Repair</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Restore concrete weir structure and channel embankments damaged during the December 2022 - January 2023 storm event. Restore weir structure and channel stability and prevent further damage. Restore maintenance access road. 	<p>Scope:</p> <ul style="list-style-type: none"> Repair damaged concrete weir and section of maintenance road at the Arroyo Las Positas near El Charro Rd. The weir allows overflow from the City of Livermore's southern conveyance facility back into the Arroyo Las Positas. Project includes construction of reinforced concrete weir and cutoff wall system, rock riprap, reconstruction of maintenance road, and repair of outfall structure. <p>Funding Sources:</p> <ul style="list-style-type: none"> Fund 200 – Flood Protection Operations May be eligible for reimbursement by FEMA 	<p>Total Estimated Cost: \$3,840,000</p> <p>Total Proposed Budget: \$3,840,000</p> <p>Total Expenditures: \$215,000</p> <table border="1" data-bbox="852 560 1276 743"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$240,000</td> </tr> <tr> <td>% Spent</td> <td>90%</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 781 1276 928"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$3,600,000</td> </tr> <tr> <td>% Spent</td> <td>0%</td> </tr> <tr> <td>% Complete</td> <td>0%</td> </tr> </tbody> </table>	Planning & Design Phase Costs		Budget	\$240,000	% Spent	90%	% Complete	100%	Construction Phase Costs		Budget	\$3,600,000	% Spent	0%	% Complete	0%	<p>Design: March 2026</p> <p>Construction: Summer 2028</p> <p>Closeout: Fall 2028</p> <p>Projected Operating Impact: Restore channel stability and maintenance access road.</p>	<p>Design is complete. Construction is scheduled for Summer 2028, reflecting the Agency's prioritization of higher-risk flood protection repairs in the near term. Staff will continue to monitor the site.</p>
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<p>US Army Corps of Engineers (USACE) Rehabilitation</p> <p>Purpose/Benefits:</p> <ul style="list-style-type: none"> Restore channel embankments damaged during the December 2022-January 2023 storm event. Restore channel capacity and stability and prevent further damage. 	<p>Scope:</p> <ul style="list-style-type: none"> Design, permitting, and construction for the repair of approximately 45 out of 177 sites that experienced damage during the 2022-2023 storm events by USACE. Repairs will include stabilization of channel banks utilizing rock rip rap, and bio-engineered building units. Erosion control fabric will be placed on top of all new repairs and hydroseeded. Zone 7 is responsible for mitigation of impacts. <p>Funding Sources:</p> <ul style="list-style-type: none"> Fund 200 – Flood Protection Operations PL 84-99 rehabilitation assistance for non-federal flood control projects including \$26.7M for construction and \$1.5M in design. Zone 7 cost share is approximately \$5.3M for construction. 	<p>Total Estimated Cost*: \$6,150,000</p> <p>Total Proposed Budget: \$6,150,000</p> <p>Total Expenditures: \$1,125,000</p> <table border="1" data-bbox="852 521 1276 704"> <thead> <tr> <th colspan="2">Planning & Design Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>n/a</td> </tr> <tr> <td>% Spent</td> <td>n/a</td> </tr> <tr> <td>% Complete</td> <td>100%</td> </tr> </tbody> </table> <table border="1" data-bbox="852 743 1276 893"> <thead> <tr> <th colspan="2">Construction Phase Costs</th> </tr> </thead> <tbody> <tr> <td>Budget</td> <td>\$6,150,000</td> </tr> <tr> <td>% Spent</td> <td>18%</td> </tr> <tr> <td>% Complete</td> <td>10%</td> </tr> </tbody> </table> <p><i>* Represents Zone 7's cost share only; excludes USACE-funded engineering and construction costs.</i></p>	Planning & Design Phase Costs		Budget	n/a	% Spent	n/a	% Complete	100%	Construction Phase Costs		Budget	\$6,150,000	% Spent	18%	% Complete	10%	<p>Design: March 2026</p> <p>Permitting: March 2026</p> <p>Construction: Summer 2026 (Pleasanton)</p> <p>Summer 2027 (Dublin)</p> <p>Closeout: December 2027</p> <p>Projected Operating Impact: Restore channel stability.</p>	<p>Phase 1 addressed four damaged sites in Pleasanton along Arroyo Mocho. These repairs were completed in November 2025.</p> <p>The Phase 2 and 3 construction contract has been advertised, a pre-bid meeting was held in April, and bids are due May 11, 2026. Construction will span two dry seasons: Pleasanton sites in summer 2026 and Dublin sites in summer 2027.</p>
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