



**LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
FINANCE COMMITTEE
AGENDA**

Regular Meeting (June Rescheduled)
July 11, 2023 – 7:30 a.m.

Directors participating telephonically:

Anthea Hansen - 17840 Ward Avenue, Patterson, California 95363

Paul Sethy - 46961 Zapotec Drive, Fremont, California 94539

Rebecca Eisenberg - 2345 Waverly Street, Palo Alto, California 94301

Michael Tognolini - EBMUD Administration Building, 375 Eleventh Street, Oakland, California
94607

This meeting will be conducted remotely and any member of the public who desires to participate in the open session items of this meeting may do so by accessing the Zoom link below without otherwise complying with the Brown Act's teleconference requirements.

Please click the link below to join the webinar:

<https://lagerlof.zoom.us/j/81912208202?pwd=dG9hdGFyOWp6L1BERktwK0MyUHVRZz09>

Passcode: 484186

Or One tap mobile:

US: +16694449171,,81912208202#,,, *484186#

or Telephone: 1-669-444-9171

Meeting ID: 819-1220-8202

Passcode: 484186

Any member of the public wishing to make any comments to the Committee may do so by accessing the above-referenced link where they may select the option to join via webcam or teleconference. Members of the public may also submit written comments to the Clerk by 4:00 p.m. on the business day prior to the meeting for the Clerk to read into the record (subject to three-minute limitation). The meeting Chair will acknowledge such individual(s) at the appropriate time in the meeting prior to making their comment. Members of the public will be disconnected from the meeting prior to any Closed Session, if applicable.

NOTE: *To comply with the Americans with Disabilities Act, if you need special assistance to*

participate in this Committee meeting, please contact the Authority's Clerk at rperea@lagerlof.com by 4:00 p.m. on July 10, 2023 to inform the Authority of your needs and to determine if accommodation is feasible. Each item on the Agenda shall be deemed to include any appropriate motion, resolution, or ordinance, to take action on any item. Materials related to items on this Agenda are available for public review at: www.losvaquerosjpa.com/board-meetings.

CALL TO ORDER

ROLL CALL OF COMMITTEE MEMBERS

Anthea Hansen – Chair, San Luis & Delta-Mendota Water Authority
Paul Sethy – Vice Chair, Alameda County Water District
Michael Tognolini – East Bay Municipal Utility District
Rebecca Eisenberg – Santa Clara Valley Water District

PUBLIC COMMENT ON NON-AGENDA ITEMS

Any member of the public wishing to address the Finance Committee regarding items not on the Agenda should do so at this time. The Committee welcomes your comments and requests that speakers present their remarks within established time limits and on issues that directly affect the Authority or are within the jurisdiction of the Authority.

DISCUSSION ITEMS (may include action to recommend forwarding items to Board of Directors for adoption or approval)

- 1.1 May 25, 2023 Finance Committee Meeting Summary**
- 1.2 Review of Draft Audit Policy**
- 1.3 Review and Discussion regarding Clean Energy Capital Invoices**
- 1.4 Draft Treasurer's Report – Month Ended May 31, 2023**

FUTURE AGENDA ITEMS

ADJOURNMENT

ITEM 1.1: MAY 25, 2023 FINANCE COMMITTEE MEETING SUMMARY

RESPONSIBLE/LEAD STAFF MEMBER:

James Ciampa, General Counsel

DISCUSSION:

Attached for the Committee's information is the summary prepared for the May 25, 2023 Finance Committee meeting.

ALTERNATIVES:

Any suggested revisions to the attached summary will be considered.

FISCAL ANALYSIS:

Not applicable

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Summary from May 25, 2023 Finance Committee meeting.



SUMMARY OF REGULAR MEETING OF FINANCE COMMITTEE

May 25, 2023 – 1:00 p.m.

Meeting called to order at 1:02 p.m.

Participating Telephonically:

Chair Anthea Hansen

Vice Chair Paul Sethy

Committee Member Rebecca Eisenberg (arrived at 1:04 p.m.)

Committee Member Michael Tognolini

Staff and approximately 17 others attended the meeting.

1.1 April 27, 2023 Finance Committee Meeting Summary. The draft summary of the April 27, 2023 Finance Committee meeting was presented for the Committee's review and discussion. The draft summary was deemed approved by the Committee, as presented.

1.2 Discussion of 2024 Fiscal Year Budget, Draft Budget Book and Cost Sharing Agreement Amendment No. 5. Taryn Ravazzini, Executive Director, noted that as previously presented to the Finance Committee and to the Board of Directors, JPA staff along with CCWD's staff, have been working to develop the Authority's Fiscal Year 2024 Budget. Executive Director Ravazzini then introduced Charles Gardner from the Hallmark Group, the Authority's new Program Manager.

Maureen Martin reviewed the revised Budget Book for FY 24, with an emphasis on recent changes made to the Budget Book and related budget figures. The draft budget includes sources and uses of funds totaling \$19,073,000, with \$8,673,000 to be contributed by the Authority's members through Amendment No. 5 to the Multi-Party Cost Share Agreement. Ms. Martin pointed out that no capital reserves will be funded in FY 24 because no construction activities are anticipated during that fiscal year. However, the contingency was increased from 10% to 17% of service costs to provide additional cushion for unexpected occurrences. Ms. Martin also advised that the Board of Directors had requested at the May 19 Board meeting that the budget figures be presented in millions, rather than in thousands. Ms. Martin then reviewed the additional detail provided for the CCWD Services items, which had been requested by the Board at the May 19 Board meeting.

Vice Chair Sethy asked whether the various project component designs were being done at CCWD or by subcontractors. Ms. Martin advised that outside consultants were handling the design work for various project components and the Design Review Team, consisting of

representatives from the Members, reviews design materials on a regular basis. Committee member Tognolini asked for clarification of the item under “Environmental Planning – Program (not facility specific).” Ms. Martin advised that term refers to items such as system integration and modeling and power across the whole program that are not specific to any single facility. Committee member Tognolini also requested a more detailed breakdown under the CCWD labor category so those costs can be allocated among the separate line items, similar to what was done under the CCWD services category. Ms. Martin advised that CCWD can provide that information.

Chair Hansen thanked staff for reformatting the numbers in millions of dollars. However, she prefers whole numbers without decimal points. The Committee supported that proposed format change.

Executive Director Ravazzini advised that changes to Multi-Party Cost Sharing Agreement Amendment No. 5 were presented to the member agencies’ staff and will be brought back to the Board in June for approval. She anticipates Amendment No. 5 will be fully approved and executed by all members by July or August.

1.3 Consideration of Extension of Standard Services Agreement with Clean Energy Capital for Financial Consulting Services for 2024 Fiscal Year (not to exceed \$535,000.00 through June 30, 2024). Executive Director Ravazzini advised that Clean Energy Capital has been providing financial consulting services to the Project through Contra Costa Water District for many years. At the November 9, 2022 Authority Board of Directors’ meeting, the Authority engaged Clean Energy Capital to provide financial advisory services for the remainder of the 2023 Fiscal Year. This item would extend the Authority’s agreement with Clean Energy Capital for the 2024 Fiscal Year and would provide a revised scope of work related to those services.

Executive Director Ravazzini acknowledged the tremendous work Clean Energy Capital has done in addressing financial issues on the Project, as well as in preparing the term sheet for the Service Agreement, developing various Service Agreement work groups and leading the negotiating teams for the Service Agreement. Clean Energy Capital also played a significant role in obtaining the indicative credit rating for the Authority in connection with the anticipated WIFIA Loan and in the ongoing process to procure accounting and financial services and banking services. Moving into Fiscal Year 2024, Clean Energy Capital is expected to play a large role in the WIFIA Loan and bridge financing processes, while continuing to provide advisory services in the development of the Service Agreement.

Given Clean Energy Capital’s experience in working on the Project and understanding the Authority’s and respective Members’ needs, it is uniquely qualified to provide the financial advisory services for Fiscal Year 2024. This item is being brought before the Finance Committee for discussion concerning the continuation of these professional services through Clean Energy Capital and the proposed scope of work, including the concept of transaction (“success”) fees to minimize budget impacts.

Executive Director Ravazzini stated she met yesterday with Clean Energy Capital and the Hallmark Group to discuss financing and program management issues. From that meeting, some items relating to development of the Service Agreement and JPA financial administration will be shifted to the Program Manager, so that will result in revision to Clean Energy Capital’s scope of work that is included with the meeting materials, as well as in a reduction of costs. Those changes

will be reflected in revised documents to be presented to the Authority's Board at its June 14 meeting, assuming the Committee approves moving this item to the Board.

Vice Chair Sethy stated the sole source award to Clean Energy Capital is acceptable to him but expressed his concern about possible duplication of services between Clean Energy Capital and Khadam Consulting, Inc. Executive Director Ravazzini advised the entities provide complementary services, with Khadam Consulting focusing on technical and operational issues and Clean Energy Capital providing financially-related services. Chair Hansen understood Vice Chair Sethy's concern but confirmed the complementary nature of the two consulting firms' services.

Committee member Tognolini appreciates the work done by Clean Energy and feels the sole source approach is appropriate and approves of the not-to-exceed amount. Committee member Tognolini posed a question regarding the possible "success" fee and Chair Hansen stated from her prior experience, it is important to address contractually any Authority obligations in the event the transaction fails. Committee member Eisenberg concurred with the other Committee members' comments and was comfortable moving this item to the Board for consideration at its June 14 meeting.

1.4 Review of Draft Fiscal Year 2022 Audit Report. Executive Director Ravazzini introduced David Alvey, audit partner with Maze & Associates, who reviewed with the Committee the draft Fiscal Year 2022 Audit Report and Memorandum of Internal Control and Required Communications. He advised the Authority has received a "clean" audit opinion, which concludes that the financial statements are prepared, in all material respects, in accordance with the applicable financial reporting framework and is the highest rating provided. Also, no deficiencies or material weaknesses were identified. The final audit report will be presented to the Authority's Board of Directors for approval at the June 14, 2023 meeting.

1.5 Update on Accounting Services Request for Proposals. Executive Director Ravazzini informed the Board that as part of the transition of the Authority's financial management from Contra Costa Water District to the Authority, it is necessary for the Authority to engage an accounting firm to provide accounting and financial management services. In early April, the Authority distributed a request for proposals to potentially qualified accounting firms and received two proposals, one from Eide Bailly and one from Clifton Larson Allen.

A review panel consisting of finance staff from the Members is in the process of conducting interviews of the two firms and a recommendation will be presented to the Board at the June 14 Board meeting. Vice Chair Sethy advised that he reviewed the websites of both firms and is impressed with each firm.

1.6 Update on Banking Services. Executive Director Ravazzini advised staff is in the process of procuring banking services for the Authority as part of the financial transition from Contra Costa Water District. Clean Energy Capital has assisted in this process and received recommendations from several Members for possible financial institutions. On May 18, Clean Energy Capital interviewed two banks, JP Morgan Chase and Central Valley Community Bank. David Moore of Clean Energy Capital provided a PowerPoint presentation and advised that JP Morgan Chase emerged as staff's recommendation for the necessary banking services based in part on its financial strength and experience with public agency clients. JP Morgan Chase's annual fees are estimated to be approximately \$3,500 for FY24 and as the JPA grows, that fee will increase.

Committee member Eisenberg noted the importance of having a strong personal relationship with the bank's Relationship Manager. Vice Chair Sethy advised that he has reviewed the websites of the two banks and is concerned with Central Valley Community Bank's financial strength, liquidity and ability to comply with collateralization requirements. Vice Chair Sethy also noted that if the Authority issues bonds, the JP Morgan Chase relationship will be beneficial.

1.7 Draft Treasurer's Report – Month Ended April 30, 2023. Executive Director Ravazzini presented the draft Treasurer's Report for the month ended April 30, 2023 for review and discussion. General Counsel James Ciampa noted a correction in the report presented to the Board today, which differs from the report in the meeting packet. Mr. Ciampa stated the cash on hand figure was revised from \$13,138,626 to \$12,875,908 to reflect further expenses that have been paid.

FUTURE AGENDA ITEMS:

- Follow up on Financial Transition plan.

Next Meeting: June 22, 2023, 1:00 p.m.

The meeting adjourned at 2:20 p.m.

James D. Ciampa

James D. Ciampa
General Counsel

ITEM 1.2: REVIEW OF DRAFT AUDIT POLICY

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

In connection with the Board of Directors' action to engage the Authority's auditor for the 2022 Fiscal Year audit, the Board discussed establishing an Audit Policy for future years. General Counsel Ciampa has prepared the attached draft Audit Policy for the Committee's review and comment.

The draft Audit Policy provides an overview of audit tasks, as well as setting forth the timing, criteria and process in selecting the Authority's auditor. The draft policy also explains the Finance Committee's role and responsibilities in the audit process. Auditors are limited to serving for five years under this policy, in conformance with Government Code Section 12410.6(b).

ALTERNATIVES:

For discussion purposes

FISCAL ANALYSIS:

Not applicable

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Draft Audit Policy

EXHIBIT 1

LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY AUDIT POLICY

A. Purpose and Scope. Under Government Code Section 6505 and the provisions of its Joint Exercise of Powers Agreement, the Los Vaqueros Reservoir Joint Powers Authority (the “Authority”) must prepare an audit each year, which must be filed with the California State Controller within twelve (12) months of the end of the fiscal year being audited. In addition, as the recipient of funding provided by the federal government, the Authority is subject to single audit requirements.

The purpose of this policy is to ensure the Authority complies with all state and federal audit requirements, including the State Controller’s minimum audit requirements set forth at Title 2, Section 1131.2 of the California Code of Regulations (a copy of which is attached hereto as Exhibit A) and does so in a timely and efficient manner. In addition, the audit will verify the existence of adequate internal controls and attest whether financial statements are accurate, complete and fairly represent the position and performance of the Authority. This policy also establishes the Finance Committee’s role in appointing external auditors and provides the requirements and guidelines to be used in screening, engaging and monitoring the external auditor.

B. Definitions.

1. Audit: an independent and objective appraisal to examine or review the fair presentation of financial statements, economy and efficiency of operations, the compliance with laws and regulations, and/or the detection of fraudulent activities.
2. External Audit: an independent and objective appraisal performed by a non-Authority audit entity of the Authority’s financial and administrative performance.
3. Request for Proposal: an invitation for service providers to submit a proposal to perform audit activities for a specific fiscal period. The request for proposal (RFP) process brings structure to the procurement decision and is meant to allow the risks and benefits to be identified clearly upfront.

C. Policy.

1. Auditor Engagement Process: The Authority shall use a formal RFP process to seek qualified accounting firms to provide independent external audit services. The RFP shall include:
 - a. An introduction regarding the Authority, the range of services sought and a request to submit an engagement proposal;
 - b. A statement of the minimum qualifications required from any proposing firm and a requirement for the proposing firm to list by

name and experience the audit team members to be assigned to the engagement;

- c. Proposing firms are to provide a list of at least three (3) contacts with any current and/or former public agency clients for which they have performed financial audits; and
- d. A request for information on the method and basis of compensation for services. Basic audit services, preparation of the annual financial transactions report to be filed with the State Controller's Office and the preparation of any necessary tax filings will be quoted as a not-to-exceed fixed fee. Fees for any related consulting services are to be quoted at an hourly rate. Submitted proposals must include an estimated number of hours to complete the audit and annual financial transactions report work.

2. Selection Criteria:

- a. The fundamental criteria in selecting the audit firm are the firm's capability to perform the required work, prior experience with entities similar to the Authority and on work similar to the Los Vaqueros Reservoir Expansion Project, professional reputation and cost of services.
- b. The audit firm should demonstrate through the RFP process that the engagement proposal is complete, responsible and responsive to the audit specifications.

3. Timing:

- a. The Authority operates on a July 1 to June 30 fiscal year, meaning that its audit must be completed by June 30 of the year following the year under audit.
- b. When the Authority must proceed with the RFP process to engage an auditing firm (see Section 6, below, for potential continued engagement), the RFP should be completed and sent to qualified firms by no later than July 31; responses from the prospective auditing firms should be due by no later than August 31; staff and Finance Committee review of proposals to be conducted at the September Finance Committee meeting with the Finance Committee recommendation to be made at that meeting; and award of auditing contract and appointment of auditor at the October Board of Directors' meeting.

- 4. Engagement: The acceptance of the independent audit services proposal shall be by motion passed by the Board of Directors and confirmed in writing to the firm selected. The selected firm will work with Authority staff in conducting

the audit and will present its initial report to the Finance Committee and final report to the Board of Directors.

5. Post-Audit Performance Review: Following the completion and acceptance by the Authority of the audit report for each fiscal year, the Finance Committee will evaluate the performance of the audit firm, including:
 - a. Did the firm meet all requirements for the audit and related annual financial transactions report?
 - b. Did the firm maintain and meet the audit schedule?
 - c. Were reports and recommendations timely, clear and complete?
 - d. Were the firm's personnel assigned to the audit those identified in the firm's proposal?
 - e. Did the firm's personnel perform their duties in a professional manner?
 - f. Was the firm responsive to the Authority's auditing and related needs?

6. Continued Engagement:
 - a. Based upon a favorable post-audit performance review by the Finance Committee, the Board of Directors may consider continued engagement of the auditing firm for multiple years. The RFP shall address this potential for multiple-year services conditioned upon a satisfactory post-audit performance review.
 - b. Pursuant to Government Code section 12410.6(b), the Authority will limit any engagement term by one auditing firm to not more than five (5) years. A sixth-year extension may be considered by the Finance Committee, to be recommended to the Board of Directors, based upon exemplary performance by the engaged auditing firm.
 - c. An audit firm engaged by the Authority in a prior term is eligible to respond to an RFP for a subsequent term after a five-year waiting period.

D. Responsibilities. The Finance Committee will also serve as the Authority's audit committee. The Finance Committee will: (1) review and approve the RFP that Authority staff prepares; (2) screen and recommend for appointment to the Board of Directors the final candidate(s) to serve as the Authority's auditor to prepare the audit report and related filings; (3) review the draft audit report and recommend the draft audit report for approval by the Board of Directors; (4) ensure Authority staff implements any actions recommended by the auditor; (5) conduct the post-audit performance review of the auditor; and (6) perform other related duties as directed by the Board of Directors.

EXHIBIT A

§ 1131.2. Minimum Audit Requirements.

(a) The audit shall be made in accordance with generally accepted auditing standards. Various auditing procedures are suggested and described on pages 41 through 69 of the American Institute of Certified Public Accountants publication Audits of State and Local Governmental Units. No hard and fast rules can be set down as to the specific procedures that should be taken. Professional judgment must be exercised. Following are general statements that the county auditor or independent accounting firm should consider in preparing an audit program in connection with the audit of a California special district.

(1) A proper study and evaluation of the existing internal control and the financial organizational structure should be made. The extent to which an auditor should go in testing the evidential matter supporting his opinion on the financial statements depends on the effectiveness of the district's system of internal control. Sufficient competent evidential matter is to be obtained through inspection, observation, inquiries, and confirmations to afford a reasonable basis for an opinion regarding the financial statements under examination. If the internal control is so deficient that an auditor must disclaim his opinion in this regard, the reason for this disclaimer must be set forth in the audit report.

(2) The auditor should review the laws applicable to the financial transactions of the district. For instance, all special districts are subject to a uniform accounting system prescribed by the State Controller. Should there be indications that the district may have failed to comply with legal requirements, the transactions may be referred to proper legal counsel for interpretation of the applicable law. Noncompliance should be commented upon in the report and, if necessary, the auditor's opinion should be qualified, disclaimed or adverse.

(3) The district's report of financial transactions to the State Controller should be reviewed to see that it agrees with the official records of the district for the period. The State Controller should be informed of any material difference.

(4) A review should be made of the previous audit report workpapers and program if available.

(5) The auditor should ascertain what funds are maintained and by what authority or under what circumstances each fund maintained was created.

(6) The auditor should ascertain the basis of accounting, that is, cash, accrual or modified accrual. Accrual is the basis for enterprise funds and modified accrual is the basis for non-enterprise funds. The cash basis is no longer approved for special districts.

(7) The auditor should take a trial balance of the accounts of each fund and should list both opening and closing balances. The opening balances should be compared with the amounts shown in the audit report for the previous period, if any, and any difference should be investigated and reconciled.

(8) A summary of the financial data included in the minutes or other official

records of the proceedings of the legislative body should be prepared. Expenditure authorizations and the appropriations made to cover the authorizations should be confirmed.

(9) The auditor should verify the balance of cash on hand.

(10) The auditor should reconcile bank accounts including cash on deposit with county treasurer as of the balance sheet date and such other times as is necessary. He should obtain confirmation from depositories for (1) all bank accounts, time certificates or savings and loan accounts, and (2) collateral securing such accounts, if applicable. Collateral should be examined or confirmed with the depository holding the collateral as trustee. The auditor should determine the adequacy and propriety of the collateral pledged.

(11) The auditor should test the tax levy, tax collection and delinquencies whether processed by the district or the county.

(12) The collection and recording of all ascertainable revenues should be tested during the period under audit. The test should be sufficient to determine that receipts have been recorded in the proper funds and period.

(13) The auditor should determine:

(A) That the expenditures were properly authorized and incurred and are proper charges to the fund and appropriation against which they have been charged.

(B) That the expenditures are supported by the proper documents and that the documents are so marked as to prevent their reuse. In this connection, it should be ascertained whether noncash expenditures, that is, interdepartmental transactions are supported by adequate documentation and were properly recorded.

(14) A review should be made of nonrevenue receipts and nonexpense disbursements to determine if they were legal and properly recorded.

(15) All other assets such as investments, accounts receivable, inventories, paid expenses, fixed assets and similar items should be verified in accordance with generally accepted auditing standards.

(16) All liabilities such as accounts payable, notes payable, contracts payable, judgments and similar items should be verified in accordance with generally accepted auditing standards. Proper authorities should be contacted to ascertain existence of any possible contingent liabilities.

(17) The auditor should verify the fund balance and reserve accounts of all funds.

ITEM 1.3: REVIEW AND DISCUSSION REGARDING CLEAN ENERGY CAPITAL INVOICES

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

That the Finance Committee make a formal recommendation to the Board of Directors to authorize payment from Fiscal Year 2023 contingency amounts to Clean Energy Capital Securities, LLC (“Clean Energy Capital”) for services rendered in the following manner. Approve: 1) to revise the start date of the Authority’s contract with Clean Energy Capital to August 25, 2022, 2) to direct staff to negotiate a reduction in cost with Clean Energy Capital for the overages, and 3) to increase the Authority’s contract amount to cover the negotiated amount [Option 2 under the alternatives listed below].

DISCUSSION:

Clean Energy Capital has been providing financial consulting services to the Project through Contra Costa Water District (CCWD) for many years. At the November 9, 2022 Authority Board of Directors’ meeting, the Authority engaged Clean Energy Capital to provide financial advisory services to the Authority for the remainder of the 2023 Fiscal Year. The agreement with Clean Energy Capital was fully executed on December 5, 2022, and took effect that day.

As discussed at the June 14 Board of Directors’ meeting, two issues have arisen with respect to Clean Energy Capital’s work on behalf of the Authority. The Board requested the issues be reviewed by the Finance Committee and a recommendation be brought back to the Board at its July 12 meeting.

- 1) The first issue relates to services Clean Energy Capital (“CEC”) has provided to the Authority that are beyond CEC’s agreed upon scope work in its contract with the Authority. Those services were directed by the Executive Director since early 2023 to assist with leadership support and membership coordination concerning the Service Agreement development and key financial transition services, including work with the auditor for the Fiscal Year 2022 audit, banking services procurement, and development and coordination of the accounting and financial management services request for proposals and evaluation process. On April 5, 2023, CEC requested an amendment for out-of-scope services to add \$211,561 to the NTE of the JPA agreement. A written amendment was not provided to CEC. On June 9, 2023, CEC invoiced the JPA for May services in the amount of \$66,687.23 which exceeded the NTE by \$54,624.75. CEC has reported the total exceedance is \$124,536 for services performed through the end of June.
- 2) The other issue relates to an unpaid invoice from CEC to CCWD in the amount of \$136,776.60 for services rendered to the Authority from August 25, 2022 to December 4, 2022. At that time, CCWD transferred the direction of CEC’s work over to the Authority while retaining management of the contract. The invoiced amount for work within scope exceeded the not-to-exceed amount of CEC’s contract with CCWD of \$1.7 million. A written authorization was not provided to CEC to exceed the NTE.

For Finance Committee consideration is the question of payment of the outstanding CEC invoices for services rendered and, if approved, then by which contract mechanism. Staff will provide the Board with further details regarding this issue based upon the Finance Committee's recommendation.

ALTERNATIVES:

Staff propose several options for remedy for the Committee's consideration, as follows:

- 1) A) JPA does not pay the overage that was incurred while CEC was under contract to CCWD; B) JPA negotiates a reduction to the CEC overage that was incurred under the JPA contract; and C) a contract amendment is entered into for the negotiated amount.
- 2) A) JPA agrees to amend the JPA's contract with CEC to an August 25th start date to provide coverage to CCWD; B) negotiates a reduction for both CEC overages; and C) a contract amendment is entered into to cover the overages.
- 3) JPA does not pay CEC either overage.

FISCAL ANALYSIS:

Regardless of whether CCWD or the Authority were to pay the subject amount (in whole or as reduced), funds for payment would come from the same source – contingency monies left from the Authority's Fiscal Year 2023 Budget. If such payment is made, the Authority would remain under budget for FY23.

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Clean Energy Capital contracts with CCWD and the Authority and related Clean Energy Capital invoices

**CONTRA COSTA WATER DISTRICT
PROFESSIONAL/TECHNICAL CONTRACTUAL SERVICES
INVOICE SUMMARY**

Consultant Firm/Vendor: Clean Energy Capital Securities LLC		Project No. 401100
Address: PO Box 841855 Pearland, TX 77584		Phone No. 713.574.1853
Invoice No. 1775	Invoice Date: 10/6/22	C.S.O./PO No. C02673
Svc Period: 8/1/2022 to 8/30/2022		
(A) Contract Dates:		
Board Managerial Approval:	4/4/18	
Contract Start Date	3/1/18	
Approved Time Extensions		
Contract Completion	6/30/23	
(B) Contract Cost:		
Total Contract Amount:	\$1,700,000.00	
Cumulative Amount Invoiced:	\$1,699,922.47	
Remaining Contract Amount	\$77.53	% Cost Expended: 100%
	Previous To Date	This Period
	Current To Date	
Invoice Amounts	\$1,664,258.72	\$35,663.75
Less Disputed Amounts	\$0.00	\$0.00
Subtotal	\$1,664,258.72	\$35,663.75
Less Retention	\$0.00	\$0.00
Total Paid	\$1,664,258.72	\$35,663.75
Net Payment this Invoice		\$35,663.75
(C) Account #:	60.1400.419003050.8433	\$35,663.75
(D) Check to be mailed out:	<u> X </u>	<u> </u>
	YES	NO
(E) If not mailed, return check to:	<u> </u>	<u> </u>
(F) Is this the final invoice?	<u> </u>	<u> X </u>
	YES	NO
<i>If this is the FINAL invoice, please advise purchasing to close CSO after warrant payment.</i>		
Maureen Martin, Special Projects Manager		Date:
<i>See Attached Email</i>		
Marguerite Patil, Assistant General Manager		Date:
<i>MGP</i>		10/24/2022

INVOICE APPROVAL CHECKLIST:

- a) Is the work invoiced within the scope of services specified in the contract?
- b) Are the units, rates and any miscellaneous charges billed in accordance with the contract provisions?
- c) Is the invoice mathematically correct?
- d) Has the invoice been reviewed by the designated Project/Contract Manager or Department/Division Manager as specified on the Purchase Requisition?

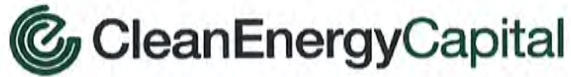
CSO Balance Sheet

Please approve by _____
for the next Warrant payment

CONSULTANT: Clean Energy Capital
 ATTN:
 PROJECT NO. 401100
 PROJECT NAME: LV Expansion Fed/State Studies
 PROJECT MANAGER: Marguerite Patil

CSO No. C02673
 Contract AMT: \$150,000.00
 CONTINGENCY: \$0.00
 Revised Contract AMT: \$1,700,000.00

No.	Invoice No.	Period Covered by Invoice	Authorized Payment	Cumulative Authorized Payment	Contract Balance	Percent Spent
					\$150,000.00	
1	1361	3/1/2018 to 5/31/2018	\$84,816.57	\$84,816.57	\$65,183.43	57%
2	1363	6/1/2018 to 6/30/2018	\$28,376.25	\$113,192.82	\$36,807.18	75%
3	1373	7/1/2018 to 7/31/2018	\$31,587.50	\$144,780.32	\$5,219.68	97%
Increase contract by \$800,000					\$805,219.68	
4	1381	8/1/2018 to 8/31/2018	\$43,426.25	\$188,206.57	\$761,793.43	11%
5	1387	9/1/2018 to 9/30/2018	\$58,021.25	\$246,227.82	\$703,772.18	14%
6	1399	10/1/2018 to 10/31/2018	\$45,876.25	\$292,104.07	\$657,895.93	17%
7	1404	11/1/2018 to 11/31/2018	\$46,062.15	\$338,166.22	\$611,833.78	20%
8	1417	12/1/2018 to 12/31/2018	\$47,740.00	\$385,906.22	\$564,093.78	23%
9	1418	1/1/2019 to 1/31/2019	\$45,465.00	\$431,371.22	\$518,628.78	25%
10	1430	2/1/2019 to 2/28/2019	\$28,980.00	\$460,351.22	\$489,648.78	27%
11	1472	3/1/2019 to 3/31/2019	\$35,201.25	\$495,552.47	\$454,447.53	29%
12	1473	4/1/2019 to 4/30/2019	\$55,046.25	\$550,598.72	\$399,401.28	32%
13	1474	5/1/2019 to 5/31/2019	\$48,063.75	\$598,662.47	\$351,337.53	35%
14	1475	6/1/2019 to 6/30/2019	\$42,665.00	\$641,327.47	\$308,672.53	38%
15	1494	7/1/2019 to 7/31/2019	\$53,690.00	\$695,017.47	\$254,982.53	41%
16	1495	8/1/2019 to 8/31/2019	\$65,638.75	\$760,656.22	\$189,343.78	45%
17	1496	9/1/2019 to 9/30/2019	\$22,271.25	\$782,927.47	\$167,072.53	46%
18	1522	10/1/2019 to 10/31/2019	\$24,900.00	\$807,827.47	\$142,172.53	48%
19	1532	11/1/2019 to 11/30/2019	\$34,320.00	\$842,147.47	\$107,852.53	50%
20	1540	12/1/2019 to 12/31/2019	\$31,166.25	\$873,313.72	\$76,686.28	51%
21	1541	1/1/2020 to 1/31/2020	\$22,462.50	\$895,776.22	\$54,223.78	53%
22	1551	2/1/2020 to 2/29/2020	\$15,007.50	\$910,783.72	\$39,216.28	54%
23	1558	3/1/2020 to 3/31/2020	\$13,272.50	\$924,056.22	\$25,943.78	54%
24	1563	4/1/2020 to 4/30/2020	\$5,941.25	\$929,997.47	\$20,002.53	55%
25	1571	5/1/2020 to 5/31/2020	\$6,131.25	\$936,128.72	\$13,871.28	55%
26	1575	6/1/2020 to 6/30/2020	\$13,280.00	\$949,408.72	\$591.28	56%
Increase contract by \$400,000					\$400,591.28	
27	1586	7/1/2020 to 7/31/2020	\$12,285.00	\$961,693.72	\$388,306.28	57%
28	1592	8/1/2020 to 8/30/2020	\$8,368.75	\$970,062.47	\$379,937.53	57%
29	1602	9/1/2020 to 9/31/2020	\$13,155.00	\$983,217.47	\$366,782.53	58%
30	1605	10/1/2020 to 10/31/2020	\$27,401.25	\$1,010,618.72	\$339,381.28	59%
31	1620	11/1/2020 to 11/30/2020	\$54,662.50	\$1,065,281.22	\$284,718.78	63%
32	1621	12/1/2020 to 12/31/2020	\$23,767.50	\$1,089,048.72	\$260,951.28	64%
33	1629	1/1/2021 to 1/31/2021	\$46,152.50	\$1,135,201.22	\$214,798.78	67%
34	1642	2/1/2021 to 2/28/2021	\$66,633.75	\$1,201,834.97	\$148,165.03	71%
35	1647	3/1/2021 to 3/31/2021	\$51,512.50	\$1,253,347.47	\$96,652.53	74%
36	1656	4/1/2021 to 4/30/2021	\$46,516.25	\$1,299,863.72	\$50,136.28	76%
37	1657	5/1/2021 to 5/31/2021	\$30,320.00	\$1,330,183.72	\$19,816.28	78%
38	1675	6/1/2021 to 6/30/2021	\$17,740.00	\$1,347,923.72	\$2,076.28	79%
Increase contract by \$350,000					\$352,076.28	
39	1685	7/1/2021 to 7/31/2021	\$8,513.75	\$1,356,437.47	\$343,562.53	80%
40	1703	9/1/2021 to 9/30/2021	\$4,997.50	\$1,361,434.97	\$338,565.03	80%
41	1711	10/1/2021 to 10/31/2021	\$13,183.75	\$1,374,618.72	\$325,381.28	81%
42	1712	11/1/2021 to 11/30/2021	\$24,407.50	\$1,399,026.22	\$300,973.78	82%
43	1713	12/1/2021 to 12/31/2021	\$27,892.50	\$1,426,918.72	\$273,081.28	84%
44	1722	1/1/2022 to 1/31/2022	\$23,088.75	\$1,450,007.47	\$249,992.53	85%
45	1727	2/1/2022 to 2/28/2022	\$37,048.75	\$1,487,056.22	\$212,943.78	87%
46	1736	3/1/2022 to 3/31/2022	\$35,085.00	\$1,522,141.22	\$177,858.78	90%
47	1746	4/1/2022 to 4/30/2022	\$39,982.50	\$1,562,123.72	\$137,876.28	92%
48	1749	5/1/2022 to 5/31/2022	\$32,450.00	\$1,594,573.72	\$105,426.28	94%
49	1756	6/1/2022 to 6/30/2022	\$35,553.75	\$1,630,127.47	\$69,872.53	96%
50	1774	7/1/2022 to 7/31/2022	\$34,131.25	\$1,664,258.72	\$35,741.28	98%
51	1775	8/1/2022 to 8/30/2022	\$35,663.75	\$1,699,922.47	\$77.53	100%



INVOICE

BILL TO

Contra Costa Water District
Accounts Payable
1331 Concord Ave
Concord, CA 94520

INVOICE # 1775

DATE 10/06/2022

DUE DATE 11/05/2022

TERMS Net 30

DESCRIPTION	AMOUNT
Los Vaqueros Reservoir Expansion Project - August 1-24, 2022 (timesheet attached)	35,663.75
<hr/>	
BALANCE DUE	\$35,663.75

APPROVED BY

accounting@cleanenergycap.com
Please make payments to:
Clean Energy Capital Securities LLC
PO Box 841855
Pearland, TX 77584
(281) 685-0445

Client: Contra Costa Water District
Project: Los Vaqueros Reservoir Expansion Project

August 1 - 24, 2022

Team Members: David Moore (Project Lead), Will Lockwood (Vice President), Saravleen Singh (Vice President),
Amanda Hanson (Associate)

Date	Description	Project Lead Hours	Will VP Hours
8/1/2022	Call with client	0.50	
8/1/2022	Prep for EPA meeting	0.50	
8/1/2022	Call with client re: JPA cashflow schedule (w/ prep)		1.25
8/1/2022	Call with client re: prep for EPA meeting, develop agenda		1.25
8/1/2022	Develop meeting agenda and materials for EPA call		2.25
8/2/2022	Host call with EPA	1.25	
8/2/2022	Prepare WIFIA LOI	1.00	
8/2/2022	Review EPA meeting agenda	1.25	
8/2/2022	Prep questions for EPA call	0.50	
8/2/2022	Call with EPA re: WIFIA introduction (w/ prep)		1.25
8/2/2022	Develop supporting materials for LVE JPA reserve policies		1.25
8/2/2022	Continue development of WIFIA proforma model, build in DSC		3.50
8/2/2022	Develop Q/A slides from EPA meeting, circulate to internal team		3.00
8/3/2022	Review WIFIA proforma model	2.50	
8/3/2022	Continue development of WIFIA proforma model, build in reserves		2.75
8/3/2022	Internal meeting re: WIFIA Proforma model review		2.25
8/3/2022	Begin development of slide deck and materials for LVE Finance Workshop		3.50
8/4/2022	Continue development of WIFIA proforma model, JPA reserves		2.25
8/4/2022	Continue development of slide deck and materials for LVE Finance Workshop		2.75
8/5/2022	Update Finance Workshop slides/materials to reflect client comments		1.25
8/5/2022	Final review of LOI materials for distribution to partners		2.25
8/5/2022	Develop Sources and Uses comparison, internal review		1.75
8/5/2022	Circulate distribution list for WIFIA LOI packet		1.00
8/5/2022	Final updates to WIFIA proforma model for distribution to partners		2.25
8/7/2022	Prepare WIFIA LOI	1.00	
8/8/2022	Review/ comment workshop slide deck	1.75	
8/8/2022	Finance workshop	1.25	
8/8/2022	Review WIFIA proforma/ respond to client emails	1.25	
8/8/2022	Internal meeting - project management	0.50	
8/8/2022	Internal review of Finance Workshop materials, implement changes		3.00
8/8/2022	LVE Finance Workshop (w/ prep)		2.25
8/8/2022	Internal meeting - project management		0.50
8/9/2022	Emails with CCWD	0.50	
8/9/2022	Respond to ACWD comments on WIFIA proforma model		1.00
8/10/2022	Develop LVE proforma modification to show capital cost calculations		2.25
8/11/2022	Call with CCWD re: WIFIA proforma	1.00	
8/11/2022	Call with client re: WIFIA modeling and cost update (w/ prep)		1.75
8/11/2022	Provide response to Zone 7 finance questions re: LVE		1.00
8/11/2022	Find source files for historical project costs in response to client request		1.00
8/11/2022	Finalize LVE proforma modification to show capital cost calculations		1.75
8/12/2022	Internal meeting re: WIFIA modeling updates		1.75
8/12/2022	Continue development of WIFIA proforma model with JPA reserves		3.00
8/15/2022	Emails with EBMUD re: WIFIA proforma	0.50	
8/15/2022	Produce updated WIFIA proforma with all tabs shown, circulate		1.00
8/15/2022	Provide response to EBMUD comments on WIFIA proforma model		1.00
8/16/2022	Respond to client comments re: cost escalation		0.50
8/16/2022	Organize Doodle polls for workshop scheduling		1.00
8/17/2022	Organize key agreement summary/ review JPA agreement	3.50	
8/17/2022	Continue development of WIFIA proforma model		2.25
8/18/2022	Develop key agreement summary	2.00	
8/18/2022	Continue development of WIFIA proforma model		2.25
8/19/2022	Review comments received from partners on WIFIA LOI packet		1.25
8/19/2022	Respond to Zone 7 questions on WIFIA proforma		1.25
8/22/2022	WIFIA LOI development	1.25	

8/22/2022	Develop key agreement summary	2.00	
8/22/2022	Internal meeting - project management	0.50	
8/22/2022	Review updates to WIFIA packet before finalizing for Finance Committee		1.25
8/22/2022	Internal meeting - project management		0.50
8/23/2022	Coordinate with Valley Water re: workshop scheduling		0.50
8/23/2022	Respond to Zone 7 questions on WIFIA proforma		1.25
8/23/2022	Develop WIFIA Proforma version with "Zone 7" extension		3.50
8/24/2022	Revisions to key agreement summary	2.50	
8/24/2022	Finalize Zone 7 extension and circulate to client		1.75
8/24/2022	Review updated Key Project Agreements document, provide comment		3.50
Total		27.00	77.75
Rate		385	325
Billing		\$ 10,395.00	\$ 25,268.75
Invoice Total.....		<u>\$ 35,663.75</u>	

Sherri Ferronato

From: Maureen Martin
Sent: Monday, October 24, 2022 1:53 PM
To: Marguerite Patil
Cc: Sherri Ferronato; Vana Tran
Subject: FW: CEC Invoices #1774 #1775
Attachments: CEC Jul 2022 Inv., \$34,131.25.pdf; CEC Aug 2022 Inv., \$35,663.75.pdf

I approve these invoices.

Thank you,
Maureen

From: Vana Tran <VTran@ccwater.com>
Sent: Monday, October 24, 2022 1:34 PM
To: Maureen Martin <mmartin@ccwater.com>
Subject: RE: CEC Invoices #1774 #1775

Maureen,

Please review/approve, then forward with attachments to Marguerite (copy Sherri/Vana) for final review.

Clean Energy Capital Securities LLC, C02673
Inv. No. 1774, 10/6/22
July 2022 LVE
60.1400.419003050.8433
\$34,131.25

Clean Energy Capital Securities LLC, C02673
Inv. No. 1775, 10/6/22
Aug 2022 LVE
60.1400.419003050.8433
\$35,663.75

Thanks.
Vana

From: Accounting <accounting@cleanenergycap.com>
Sent: Friday, October 21, 2022 11:16 AM
To: Maureen Martin <mmartin@ccwater.com>
Cc: Marguerite Patil <mpatil@ccwater.com>; Vana Tran <VTran@ccwater.com>; David M. Moore <dmoore@cleanenergycap.com>
Subject: CEC Invoices #1774 #1775

Hello Maureen!

Please see attached invoice #1774 and #1775 for July and August.

I hope you have a great weekend!

Shannon

Shannon Keen | Accounting | Clean Energy Capital
accounting@cleanenergycap.com
Direct: (281) 685-0445



INVOICE

BILL TO

Contra Costa Water District
Accounts Payable
1331 Concord Ave
Concord, CA 94520

INVOICE # 1786**DATE** 12/31/2022**DUE DATE** 01/30/2023**TERMS** Net 30

DESCRIPTION	AMOUNT
Los Vaqueros Reservoir Expansion Project - August 25-31, 2022	5,662.50
Los Vaqueros Reservoir Expansion Project - September 2022	35,522.50
Los Vaqueros Reservoir Expansion Project - October 2022	47,002.50
Los Vaqueros Reservoir Expansion Project - November 2022	47,003.75
Los Vaqueros Reservoir Expansion Project - December 1-4, 2022	1,486.25
All timesheets attached	

BALANCE DUE**\$136,677.50**

accounting@cleanenergycap.com
Please make payments to:
Clean Energy Capital Securities LLC
PO Box 841855
Pearland, TX 77584
(281) 685-0445

Client: Contra Costa Water District
Project: Los Vaqueros Reservoir Expansion Project

August 25 - 31, 2022

**Team Members: David Moore (Project Lead), Will Lockwood (Vice President), Saravleen Singh (Vice President),
Amanda Hanson (Associate)**

Date	Description	Project Lead Hours	Will VP Hours
8/25/2022	Finalize/ send key agreement summary to client	2.75	
8/25/2022	Attend JPA Finance Committee meeting	1.25	
8/25/2022	Call with Zone 7 re: WIFIA proforma	1.00	
8/25/2022	JPA Finance Committee meeting		1.25
8/25/2022	Call with client re: review Zone 7 cost allocation modeling (w/ prep)		1.25
8/26/2022	Internal meeting re: Key Project Agreements file		1.75
8/26/2022	Develop Zone 7 extension with additional cost allocation calculations, respond to questions		3.00
8/29/2022	Develop timeline for Finance Workshop and Key Project Agreements file		1.25
8/31/2022	Update WIFIA proforma to reflect updated project costs		3.00
Total		5.00	11.50
Rate		385	325
Billing		\$ 1,925.00	\$ 3,737.50
Invoice Total.....			\$ 5,662.50

Client: Contra Costa Water District
Project: Los Vaqueros Reservoir Expansion Project

September 2022

**Team Members: David Moore (Project Lead), Will Lockwood (Vice President), Saravleen Singh (Vice President),
Amanda Hanson (Associate)**

Date	Description	Project Lead Hours	Will VP Hours
9/1/2022	Internal meeting re: WIFIA LOI status		2.25
9/1/2022	Internal meeting re: WIFIA LOI status	1.50	
9/1/2022	Update WIFIA proforma model for budget changes		4.50
9/1/2022	Review final WIFIA LOI submission materials		3.25
9/2/2022	Internal meeting re: LVE workshop materials		1.00
9/2/2022	Internal meeting re: LVE workshop materials	1.00	
9/2/2022	Continue development of Summary of Key Agreements	2.50	
9/2/2022	Continue development of Summary of Key Agreements		3.50
9/6/2022	Internal meeting re: Summary of Key Agreements		2.25
9/7/2022	Continue development of Summary of Key Agreements		2.25
9/7/2022	Call with client re: key agreements summary	1.00	
9/7/2022	Develop/ send redline of key agreements summary	3.50	
9/7/2022	Emails with JPA General Council	0.50	
9/7/2022	Emails with EBMUD	0.50	
9/7/2022	Call with client re: review Key Agreement document (w/ prep)		2.25
9/8/2022	Receive comments from General Council/ implement edits	1.25	
9/8/2022	Review power point prez/ emails with client	0.75	
9/8/2022	Receive/ implement comments from EBMUD	1.50	
9/8/2022	Internal meeting/ account management	0.75	
9/8/2022	Internal meeting - project management	0.75	
9/8/2022	Continue development of Summary of Key Agreements		2.00
9/8/2022	Internal meeting - project management		0.75
9/9/2022	Review response to client email	0.50	
9/9/2022	Review final Summary of Key Agreements for dist. to partners		3.25
9/12/2022	Revise/ distribute key agreements summary	2.25	
9/12/2022	Emails with client team	0.50	
9/19/2022	Organize comments received from partners on Summary of Key Agmts		3.25
9/19/2022	Emails with partners to answer questions and clarify next steps		2.25
9/20/2022	Internal meeting - project management	0.75	
9/20/2022	Develop summary of comments from partners		3.75
9/20/2022	Internal meeting - project management		0.75
9/21/2022	Emails with client	0.75	
9/21/2022	Finalize summary of comments from partners		1.75
9/22/2022	Review comments from partners/ organize presentation	3.00	
9/22/2022	Develop board slides re: WIFIA	2.25	
9/24/2022	Emails with WIFIA team	0.75	
9/24/2022	Develop finance committee prez	2.25	
9/24/2022	Develop finance committee prez		1.50
9/24/2022	Develop slide deck, agenda and meeting materials for finance workshop		5.50
9/25/2022	Finalize/ send finance committee prez	1.50	
9/26/2022	Scheduling emails with client	0.75	
9/26/2022	Finance committee meeting	1.50	
9/26/2022	Finance committee meeting		1.50
9/26/2022	Client meeting re: workshop	1.00	
9/26/2022	Distribute agenda to finance workgroup	0.50	
9/26/2022	Revisions to workshop materials	3.00	
9/26/2022	Call with client re: discuss workshop materials (w/ prep)		1.75
9/26/2022	Update participant lists for finance workshops		1.00
9/27/2022	Finalize workshop materials	2.00	
9/27/2022	Finalize workshop materials		1.25
9/27/2022	Finance workshop	1.50	
9/27/2022	Emails with client	0.75	
9/27/2022	LVE Finance Group workshop (w/ prep)		2.75
9/29/2022	Emails with EBMUD	0.75	
9/29/2022	Set up scheduling poll for October workshop		1.75
9/30/2022	Emails with client	0.50	
9/30/2022	Review CCWD termsheet		3.25
Total		42.25	59.25
Rate		385	325
Billing		\$ 16,266.25	\$ 19,256.25
Invoice Total			\$ 35,522.50

Client: Contra Costa Water District
Project: Los Vaqueros Reservoir Expansion Project

October 2022

**Team Members: David Moore (Project Lead), Will Lockwood (Vice President), Saravleen Singh (Vice President),
Amanda Hanson (Associate)**

Date	Description	Project Lead Hours	Will VP Hours
10/3/2022	Internal meeting re: Summary of Key Agreements		2.25
10/4/2022	Review key agreements redline/ implement changes	2.25	
10/4/2022	Revise board slides/ send to client	2.00	
10/4/2022	Organize materials for rating agency outreach		3.00
10/5/2022	Rating agency outreach/ prep	0.75	
10/5/2022	Send board slides to general council	0.50	
10/5/2022	Emails with client team	0.50	
10/5/2022	Develop redline of Summary of Key Agreements		4.00
10/10/2022	Internal meeting re: workshop planning, agreement development		3.50
10/12/2022	Board meeting	2.50	
10/12/2022	Revisions to rating agency materials	1.25	
10/12/2022	Emails with client team re: SFPUC	0.50	
10/12/2022	Scheduling emails	0.50	
10/12/2022	LVR JPA Board Meeting		3.50
10/13/2022	Emails with client team	0.50	
10/14/2022	Develop slide deck for financing briefing for JPA members		4.50
10/17/2022	Scheduling emails	0.50	
10/17/2022	Organize SFPUC/LVE Participation briefing		1.75
10/17/2022	Internal meeting re: prep for SFPUC/LVE briefing and finance workshop		3.00
10/18/2022	Develop SFPUC prez	3.50	
10/18/2022	Develop slide deck for financing briefing for JPA members		4.50
10/19/2022	Emails with client team	0.50	
10/19/2022	Develop SFPUC briefing prez/ emails	3.00	
10/19/2022	Review draft SFPUC slide deck/ provide comments	1.75	
10/19/2022	Finalize slide deck for financing briefing for JPA members		2.25
10/19/2022	Internal review of finance briefing slides		2.25
10/20/2022	Emails with client team	0.50	
10/24/2022	Call with client team	0.50	
10/24/2022	Scheduling emails	0.50	
10/24/2022	Review/ send financial briefing prez	2.50	
10/24/2022	Call with client re: planning Fin. Comm presentation (w/ prep)		2.25
10/24/2022	Draft slides for Finance Committee meeting		5.25
10/25/2022	Call with client team	1.00	
10/25/2022	Emails with client team	0.50	
10/25/2022	Emails with SFPUC	0.50	
10/25/2022	Emails re: EIL funding	0.50	
10/25/2022	Scheduling emails	0.50	
10/25/2022	Send agenda and materials to SFPUC	1.75	
10/25/2022	Finalize/ send LVE finance committee prez	3.25	
10/25/2022	Call with client re: review finance slides for Fin. Comm presentation (w/ prep)		2.25
10/25/2022	Update/finalize Finance Committee slides with client edits		3.50
10/25/2022	Rating agency outreach, organize intro meetings		3.50
10/26/2022	Presentation to SFPUC	1.75	
10/26/2022	Internal meeting re: Finance Committee presentation		3.00
10/26/2022	Call with client re: SFPUC participation in LVE financing (w/ prep)		3.00
10/27/2022	Finance committee	0.75	
10/27/2022	Emails with client team	0.50	
10/27/2022	Call with client re: discuss LVE Finance workgroup materials (w/ prep)		2.25
10/27/2022	Call with Moody's re: LVE credit rating introduction (w/ prep)		2.25
10/27/2022	Review comments on CCWD Term Sheet, begin drafting workshop materials		4.50
10/27/2022	Internal meeting re: credit rating strategy		3.00
10/27/2022	LVE Finance Committee Meeting (w/ prep)		3.50
10/28/2022	Call with client	1.00	
10/28/2022	Call with rating agency	0.75	
10/28/2022	Finalize draft workshop materials		6.00

10/28/2022	Call with client re: Review LVE Finance Workshop materials (w/ prep)		2.25
10/31/2022	Call with rating agency	0.75	
10/31/2022	Call with rating agency	0.75	
10/31/2022	Review finance workshop prez/ provide comments	2.00	
10/31/2022	Finance workshop	2.00	
10/31/2022	Scheduling emails with client	0.50	
10/31/2022	Rating agency outreach	0.75	
10/31/2022	Call with S&P re: LVE credit rating introduction (w/ prep)		2.25
10/31/2022	Call with Fitch re: LVE credit rating introduction (w/ prep)		2.25
10/31/2022	LVE Finance Workshop (w/ prep)		3.50
10/31/2022	Finalize workshop slides based on client feedback		3.50

Total		44.00	92.50
Rate		385	325
Billing		\$ 16,940.00	\$ 30,062.50

Invoice Total..... \$ 47,002.50

Client: Contra Costa Water District
Project: Los Vaqueros Reservoir Expansion Project

November 2022

**Team Members: David Moore (Project Lead), Will Lockwood (Vice President), Saravleen Singh (Vice President),
Amanda Hanson (Associate)**

Date	Description	Project Lead Hours	Will VP Hours
11/1/2022	Prep for finance committee	1.50	
11/1/2022	Review WIFIA loan application	1.75	
11/1/2022	Rating agency interviews/ follow up	0.75	
11/1/2022	Develop rating agency presentation	1.50	
11/1/2022	Finalize/ send plan of finance presentation	2.00	
11/1/2022	Develop and circulate Rating Agency RFP		3.75
11/1/2022	Develop slide deck for Board presentation on Plan of Finance		5.50
11/1/2022	Internal meeting to review Board slides/presentation		2.25
11/1/2022	Internal meeting to review Board slides/presentation	1.50	
11/2/2022	Review rating proposal	0.75	
11/2/2022	Finalize Board slides, send to client		2.75
11/3/2022	Emails with client	0.50	
11/3/2022	Proforma model walkthrough	1.25	
11/3/2022	Develop "LVE Proforma Roadmap" for proforma review call		2.25
11/3/2022	Call with client re: review of LVE Proforma model (w/ prep)		2.75
11/4/2022	Proforma model roadmap	0.75	
11/4/2022	Follow up with credit rating agencies re: RFP responses and questions		2.75
11/4/2022	Internal meeting re: credit rating proposals and upcoming meetings	1.00	
11/4/2022	Internal meeting re: credit rating proposals and upcoming meetings		1.75
11/8/2022	Emails with client re: fiduciary duty	1.75	
11/8/2022	Prep for Board meeting presentation		2.75
11/8/2022	Internal meeting re: Board meeting prez, credit rating process		1.75
11/8/2022	Internal meeting re: Board meeting prez, credit rating process	0.75	
11/9/2022	JPA board meeting	2.25	
11/9/2022	Emails with client	1.25	
11/9/2022	Los Vaqueros JPA Board Meeting (w/ prep)		3.25
11/9/2022	Review client questions, prep for proforma review call		2.25
11/9/2022	Internal meeting re: debrief from Plan of Finance presentation		1.00
11/9/2022	Internal meeting re: debrief from Plan of Finance presentation	1.00	
11/10/2022	Call with Zone 7 team re: WIFIA proforma walkthrough/questions		2.75
11/10/2022	Organize/summarize credit rating proposals		2.25
11/11/2022	Internal meeting re: schedule for upcoming workshops/presentations		2.25
11/11/2022	Internal meeting re: schedule for upcoming workshops/presentations	1.25	
11/11/2022	Update proforma model to reflect discussion with Zone 7 team		3.25
11/11/2022	Review Board presentation language for Zone 7		1.75
11/12/2022	Review rating agency proposals/ internal meeting	1.75	
11/12/2022	Review finance committee agenda	0.50	
11/12/2022	Revisions to rating agency prez	1.25	
11/14/2022	Rating agency evaluation	1.25	
11/15/2022	Call with client/EPA re: WIFIA application walkthrough (w/ prep)		1.50
11/16/2022	LVR JPA Finance Committee meeting		2.25
11/17/2022	Internal meeting - rating prez	0.75	
11/17/2022	Internal meeting re: credit rating proposals and recommendations		2.75
11/17/2022	Develop rating agency engagement summary/recommendation prez		4.50
11/18/2022	Develop rating agency engagement summary/recommendation prez		3.25
11/18/2022	Call with client re: finance workgroup schedule		1.75
11/19/2022	Respond to client questions regarding rating proposals pricing		2.25
11/21/2022	Internal meeting re LVR workshop schedule and topics		1.75
11/22/2022	Scheduling emails with client	0.50	
11/22/2022	Update credit rating recommendation prez to reflect client comments		2.75
11/23/2022	Call with client	0.75	
11/23/2022	Review key terms summary	1.50	
11/23/2022	Emails with client	0.50	
11/23/2022	Prep for GM meeting	1.75	
11/24/2022	GM meeting	1.75	

11/27/2022	Draft GM prez	3.50	
11/27/2022	Review technical memos	2.25	
11/27/2022	Review technical memos		2.50
11/27/2022	Internal Meeting re: workshop background / terms	1.25	
11/27/2022	Internal Meeting re: workshop background / terms		1.25
11/28/2022	Scheduling emails	0.50	
11/28/2022	Finalize/ send GM prez	2.50	
11/28/2022	Revisions to GM prez	2.00	
11/28/2022	Meeting with client team	1.75	
11/28/2022	Call with client re: prep call for GM Meeting discussion (w/ prep)		2.75
11/28/2022	Review GM Meeting slide deck re: Service Agmt approach		3.25
11/29/2022	Revisions to board memo	0.75	
11/29/2022	Revisions to rating agency prez	0.75	
11/29/2022	Finalize/ send GM meeting prez	2.00	
11/30/2022	Prep for GM meeting	1.25	
11/30/2022	GM meeting	1.25	
11/30/2022	Finalize GM Meeting slide deck		1.75
Total		53.50	81.25
Rate		385	325
Billing		\$ 20,597.50	\$ 26,406.25
Invoice Total.....		<u><u>\$ 47,003.75</u></u>	

Client: Contra Costa Water District
Project: Los Vaqueros Reservoir Expansion Project

December 1 - 4, 2022

**Team Members: David Moore (Project Lead), Will Lockwood (Vice President), Saravleen Singh (Vice President),
 Amanda Hanson (Associate)**

Date	Description	Project Lead Hours	Will VP Hours
12/1/2022	Draft slide deck for Board meeting re: credit rating engagement		2.50
12/2/2022	Circulate GM meeting summary	1.75	
Total		1.75	2.50
Rate		385	325
Billing		\$ 673.75	\$ 812.50
Invoice Total.....			\$ 1,486.25

LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
Standard Services Agreement

THIS AGREEMENT for services is between Los Vaqueros Reservoir Joint Powers Authority ("JPA") and Clean Energy Capital Securities, LLC, a California limited liability company (the "Consultant"). Consultant's address is 207 Santa Rosa Avenue, Sausalito, California 94965, telephone 415-710-1350. Consultant's taxpayer's identification number is: 27-1758258.

1. The Agreement. JPA and Consultant agree that Consultant shall provide financial consulting services for the JPA and shall perform those services on the terms and conditions set forth herein. The specific scope of services, and any special performance conditions are defined in Attachment A - Scope of Work.

The following document is attached hereto and is a part of this Agreement:

Attachment A - Scope of Work / Project Schedule / Project Fees

This Agreement, including said attachment, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Agreement may be modified only by a written amendment signed by each party.

2. Time of Performance. Consultant is authorized to commence performance of this Agreement upon its execution by the JPA. Consultant shall complete all services covered by this Agreement no later than June 30, 2023, unless this date is extended by the JPA in writing. At the JPA's discretion, the JPA may extend the term of the Agreement.

3. Payment. Consultant shall at convenient intervals not more frequent than monthly submit itemized statements of services performed at the rates and charges in Attachment A. If invoices are submitted on a monthly basis, they must be submitted by the tenth (10th) day of the month for services rendered in the prior month. The JPA shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement. Without the prior written approval of the JPA, the total amount payable by JPA for Consultant's services pursuant to this Agreement shall not exceed \$390,995.00 for services rendered through June 30, 2023.

4. Consultant an Independent Contractor. Consultant shall perform the consulting services under the Agreement as an independent contractor and not as an employee of the JPA. Consultant shall be wholly responsible for the methods of performance and shall provide and use its own tools and equipment in performing those consulting services. The JPA shall have no right to supervise or control Consultant's performance but shall have the right to observe it to ensure compliance with the requirements of this Agreement. Consultant maintains its own business office, complies with all applicable business license laws, customarily engages in an independently established business the purposes of which is to perform services of the same nature as that involved in the work performed hereunder, can contract with other businesses to provide the same or similar services, maintains a clientele without restrictions from the JPA and advertises and holds itself out to the public as available to provide the same or similar services as those required hereunder. Consultant shall work closely with the JPA in performing the services.

5. Insurance.

A. Without in any way limiting Consultant's liability pursuant to the "Indemnification" section of this Agreement, Consultant must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

(1) Workers' Compensation, in not less than statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence, \$2,000,000 aggregate, for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(4) Professional liability insurance, applicable to Consultant's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to:

(1) Name as Additional Insureds, the JPA, its members and their respective directors, officers, agents, employees, and volunteers.

(2) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Regarding Workers' Compensation, Consultant hereby agrees to waive its rights to subrogation which any insurer of Consultant may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the JPA for all work performed by the Consultant, its employees, agents and subcontractors.

D. All policies shall provide thirty days' advance written notice to the JPA of reduction or nonrenewal of coverage or cancellation of coverage for any reason.

E. Should any of the required insurance be provided under a claims-made form, Consultant shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Before commencing any work under this Agreement, Consultant shall furnish to the JPA certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to the

JPA, in form evidencing all coverage set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

G. Approval of the insurance by the JPA shall not relieve or decrease the liability of Consultant hereunder.

H. If a subcontractor will be used to complete any portion of this agreement, the Consultant shall ensure that the subcontractor obtains all necessary insurance, which shall name the JPA, and its respective directors, officers, agents and employees and the Consultant as Additional Insureds.

6. [intentionally omitted]

7. Abandonment by Consultant. In the event the Consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall, without delay, deliver to the JPA all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which the JPA incurs as a result of such cessation or abandonment, such as expenses associated with obtaining substitute services.

8. Records and Documents. Upon request, and at no additional charge, Consultant shall deliver to the JPA all records, data, and reports prepared or obtained in the performance of the Agreement, which shall become and remain the property of the JPA. This includes, but is not limited to, all materials and records of a finished nature that are prepared or obtained in the performance of this Agreement, and all materials of a preliminary nature, such as computations and other data prepared or obtained in the performance of this Agreement.

9. Right to Audit. Consultant shall permit the JPA and its authorized representatives to examine, re-examine, make excerpts, transcribe and copy Consultant's books, documents, papers, materials, payrolls, records, accounts, computer disks, tapes and any and all data relevant to the Agreement at any reasonable time upon at least seventy-two (72) hours' prior written notice within three years after final payment under the Agreement. Consultant shall also permit the JPA and its authorized representatives to audit and verify statements, invoices, or bills submitted by Consultant pursuant to the Agreement. Consultant shall provide such assistance as may be reasonably required in the course of such examination and audit.

10. Compliance with Laws and Regulations. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations whether federal, state or local in origin. Consultant shall not allow its employees and/or agents to discriminate, harass, or allow harassment, retaliation, or abusive conduct by or against any person or persons. Immediate and appropriate corrective action by the JPA, up to and including termination of this Agreement, will be implemented as warranted for any and all such reported misconduct.

11. Standard of Care: Breach, Error, and Omission. In the event that Consultant fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, JPA shall have the right to pursue all remedies provided by law or equity, including termination of this Agreement in accordance with Section 17, below. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Agreement as would be exercised by a reasonable professional performing similar work under similar circumstances, and shall, at no cost to JPA, re-perform services which fail to satisfy this standard of care. In addition, any costs incurred by the JPA (including but not limited to additional administrative costs, to the

extent that such costs are recoverable under California law) and used to correct deficiencies caused by the Consultant's errors and omissions shall be borne solely by the Consultant. The JPA is relying upon the Consultant's qualifications concerning the services furnished under this agreement, and therefore the fact that the JPA has accepted or approved the Consultant's work shall in no way relieve the Consultant of these responsibilities.

12. [intentionally omitted]

13. Indemnification. If an action is filed or claim is filed in which it is claimed or alleged that any damages, injuries, or deaths arose out of, pertained to, or related to negligent acts, errors or omissions, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable), in the performance of the services for the JPA, Consultant agrees, at its own expense, to defend JPA and its Directors, officers, employees, and agents; provided, however, that no settlement of a claim shall be made without the consent of the JPA.

To the extent permitted by law, Consultant shall indemnify the JPA, its members and their respective directors, officers, employees, and agents from any and against all claims, demands, costs, including reasonable attorney's fees, and liability for any damages, injuries, or deaths arising directly or indirectly from, or connected with, the services provided under this Agreement and due to, or claimed or alleged to be due to, negligence, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable). Consultant will reimburse the JPA for any expenditures, including reasonable attorney's fees, Jthe PA may make by reason of such matters and, if requested by the JPA, will defend any such suits at the sole cost and expense of Consultant.

To the extent permitted by law, Consultant shall also indemnify the JPA, its members and their respective Directors, officers, employees, and agents, against any and all claims, demands, costs and expenses at law or in equity including reasonable attorney's fees, and liability, suffered or incurred on account of, or that may at any time arise out of, or are in any way connected with, any breach by Consultant, or its employees, agents, subconsultants, or subcontractors, of the obligations, covenants, or any other provisions of this Agreement.

This Section shall survive any expiration or termination of this Agreement.

14. Confidentiality. Consultant shall treat any information it may come to have relating to the Agreement with confidence, revealing information to third parties only with prior written approval of JPA.

15. Assignment. The Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law, or otherwise; provided, however, that Consultant with the prior written consent of the JPA may subcontract that portion of the services for which Consultant does not have the facilities to perform so long as Consultant receives written approval from the JPA of the qualifications of the subcontractor or sub-consultant qualifications prior to execution of this Agreement. Any other purported assignment, transfer, or subcontracting shall be void. Nothing in the Agreement shall be construed to give any right or benefit to anyone other than JPA and Consultant.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Termination. JPA may terminate this Agreement at any time by thirty (30) days prior written notice to Consultant. Either party may terminate this Agreement upon written notice if the other party has breached the Agreement and such breach is not remedied within at least fifteen (15) days after written notice

of that breach is provided to the breaching party, or if such breach is not capable of being remedied within that fifteen (15) day period, the breaching party fails to commence and diligently pursue that remedy within that fifteen (15) day period. Upon termination, the JPA shall pay Consultant for all amounts due for services rendered up to the date of termination.

IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year written below.

Los Vaqueros Reservoir Joint Powers Authority

By: *Taryn Ravazzini* Date: Dec 5, 2022
Taryn Ravazzini (Dec 5, 2022 12:46 HST)
Name: Taryn Ravazzini
Title: Executive Director

CONSULTANT: Clean Energy Capital Securities, LLC

By: *David M. Moore* Date: Dec 20, 2022
David M. Moore (Dec 20, 2022 14:56 PST)
Name: David M. Moore
Title: Managing Director, CEO

APPROVED AS TO FORM:

James Ciampa
James Ciampa (Dec 5, 2022 14:07 PST)
JPA Legal Counsel

Consulting Services Agreement
Between Los Vaqueros Reservoir Joint Powers Authority (“JPA”) and
Clean Energy Capital Securities, LLC (“Consultant”)

Scope of Work / Project Schedule / Project Fees

A. Scope of Work

Clean Energy Capital shall complete the following tasks, which may be performed concurrently:

1. Credit rating
 - Run procurement process to select rating agency(s) for indicative and final rating(s)
 - Prepare and submit materials and presentations
 - Organize meetings and follow-up
 - Coordinate input from Member agencies
 - Prepare and submit final ratings package

2. WIFIA loan
 - Support preparation and submittal of loan application
 - Support loan documentation and negotiation
 - Coordinate input from Member agencies
 - Facilitate financial closing
 - Provide financial modeling to the EPA

3. Proforma financial model
 - Maintain and update proforma financial model
 - Model cost allocation alternatives
 - Model implementation of WIFIA funding, WSIP and WINN Act funding, and Member cash contributions
 - Coordinate input from Member agencies
 - Provide scenario analysis

4. Service Agreements
 - Support negotiation of commercial terms for service agreement
 - Develop contract schedules
 - Integrate contract terms with proforma financial model

5. JPA Credit Facility
 - Perform cost benefit analysis
 - Present results and recommendations
 - Procure facility, negotiate terms and implement as appropriate

6. Workshops

- Develop materials for financial workshops
- Administer and lead financial workshops

7. Member Agency support

- Provide customized financial modeling and analysis to Members
- Review, revise, present results

8. Provide such other services as are reasonably requested by the JPA and its Members

B. Project Schedule

The following fee table shows our estimated scope of service for FY2023. FY2024 services will be awarded under separate contract.

C. Project Fees

Clean Energy Capital shall endeavour to complete the tasks described in this scope of work, payable based on actual hours/expenses incurred. Our estimated total compensation and proposed not-to-exceed amount is set forth in the following Fee Table.

Fee Table - FY2023 (Through June 30, 2023)

Task No.	Task Description	Project Lead	Vice President	Associate	Combined
1	Credit Rating				
	Total Estimated Hours	40	60	20	
	Billing	\$17,400.00	\$21,900.00	\$5,500.00	\$44,800.00
2	WIFIA Loan				
	Total Estimated Hours	60	40	20	
	Billing	\$26,100.00	\$14,600.00	\$5,500.00	\$46,200.00
3	Proforma Financial Model				
	Total Estimated Hours	40	120	0	
	Billing	\$17,400.00	\$43,800.00	\$0.00	\$61,200.00
4	Service Agreements				
	Total Estimated Hours	80	20	0	
	Billing	\$34,800.00	\$7,300.00	\$0.00	\$42,100.00
5	JPA Credit Facility				
	Total Estimated Hours	10	20	20	
	Billing	\$4,350.00	\$7,300.00	\$5,500.00	\$17,150.00
6	Finance Workshops				
	Total Estimated Hours	60	80	0	
	Billing	\$26,100.00	\$29,200.00	\$0.00	\$55,300.00
7	Member Agency Support				
	Total Estimated Hours	40	60	0	
	Billing	\$17,400.00	\$21,900.00	\$0.00	\$39,300.00
8	Meetings / calls				
	Total Estimated Hours	40	20	0	
	Billing	\$17,400.00	\$7,300.00	\$0.00	\$24,700.00
9	Other services				
	Total Estimated Hours	0	0	0	
	Billing	\$0.00	\$0.00	\$0.00	\$0.00
10	Scheduling and Project Management				
	Total Estimated Hours	40	20	0	
	Billing	\$17,400.00	\$7,300.00	\$0.00	\$24,700.00
	Total				\$355,450.00
	Contingency Added for Not-to-Exceed Amount				
	Percentage				10%
	Amount				\$35,545.00
	Not-to-Exceed Amount for Amendment				\$390,995.00

The above Fee Table provides an estimate of the level of effort required to complete each task and Clean Energy Capital may shift hours among tasks and personnel as circumstances change during the engagement. If hours incurred are less than anticipated, then the savings shall be passed on to client.

Any additional work beyond the services described herein are optional services that will only be performed at client's request. Optional services will be billed on a time and materials basis.

We propose the hourly rate schedule set forth below, which provides for a 3% annual escalation of our rates from the amounts set in our 2018 Standard Services Agreement with CCWD.

Hourly Rate Schedule

<i>Consultant</i>	<i>Rate</i>
Project Lead (David Moore)	\$435/Hour
Director/Vice President (Will Lockwood, Saravleen Singh)	\$365/Hour
Associate (Amanda Hanson, Jordan Decker)	\$275/Hour
Analyst (TBD)	\$235/Hour

Contract Number 18-033
Approved/Authorized 4-4-18
Executed 6-4-18

**CONTRA COSTA WATER DISTRICT
Standard Services Agreement**

THIS AGREEMENT for services is between Contra Costa Water District ("District") and Clean Energy Capital Securities LLC (the "Consultant"). Consultant's address is 600 California Street, 11th Floor, San Francisco, CA 94108, telephone (415) 710-1350, and fax number N/A. Consultant is a [X] corporation, [] partnership, [] sole proprietor, having taxpayer's identification number FEIN 27-1758258.

1. The Agreement. District and Consultant agree that Consultant shall provide financial advisory consulting services and shall perform these services for District on the terms and conditions herein set forth in connection with District's project number 401100 for the Los Vaqueros Reservoir Expansion Project. The specific scope of services, and any special performance conditions are defined in Attachment A - Scope of Work.

The following documents are attached hereto and are a part of this Agreement:

- Attachment A - Scope of Work
- Attachment B - Consultant's Rates and Charges

This Agreement, including said attachments, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Agreement may be modified only by a written amendment signed by each party.

2. Time of Performance. Unless otherwise stated in Attachment A, Consultant is authorized to commence performance of this Agreement upon its execution by District. Consultant shall complete all services covered by this Agreement no later than August 30, 2018, unless this date is extended by District in writing. At the District's discretion, the District may extend the term of the Agreement. Should the District elect to extend this Agreement through December 30, 2018, there shall be no change to the terms and conditions of this Agreement (other than to the time of performance).

3. Payment. Consultant shall at convenient intervals not more frequent than monthly submit itemized statements of services performed at the rates and charges in Attachment B. District shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement. Without the prior written approval of the District, the total amount payable by District for Consultant's services pursuant to this Agreement shall not exceed \$150,000 for the period from March 1, 2018 to August 30, 2018, and \$0 for the period from September 1, 2018 to December 30, 2018 upon extension of the Agreement.

4. Consultant an Independent Contractor. Consultant shall perform the consulting services under the Agreement as an independent contractor and not as an employee of District. Consultant shall be wholly responsible for the methods of performance. District shall have no right to supervise or control Consultant's performance, but shall have the right to observe it. Consultant shall work closely with District in performing the services.

5. **Insurance.**

A. Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverage:

(1) Workers' Compensation, in not less than statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable; and

(4) Professional liability insurance, applicable to Contractor's profession, with limits not less than \$1,000,000 each claim with respect to negligent acts, errors or omissions in connection with professional services to be provided under this Agreement.

B. Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to:

(1) Name as Additional Insureds, Contra Costa Water District and its respective Directors, Officers, Agents, and Employees.

(2) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

C. Regarding Workers' Compensation, Contractor hereby agrees to waive its rights to subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of Contra Costa Water District for all work performed by the Contractor, its employees, agents and subcontractors.

D. All policies shall provide thirty days' advance written notice to Contra Costa Water District of reduction or nonrenewal of coverage or cancellation of coverage for any reason.

E. Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of four years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

F. Before commencing any work under this Agreement, Contractor shall furnish to Contra Costa Water District certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to Contra Costa Water District, in form evidencing all coverage set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

G. Approval of the insurance by District shall not relieve or decrease the liability of Contractor hereunder.

H. If a subcontractor will be used to complete any portion of this agreement, the Contractor shall ensure that the subcontractor obtains all necessary insurance, which shall name Contra Costa Water District, and its respective directors, officers, agents and employees and the Contractor as Additional Insureds.

6. Payment of Prevailing Wages. If any personnel of Consultant or a subcontractor of Consultant performs work under the Agreement for which a general prevailing wage has been determined by the Director of the Department of Industrial Relations, Consultant or subcontractor shall pay the prevailing wage for such work and shall comply with all applicable provisions of the California Labor Code Section relating to public works (Section 1720 et. seq.). Copies of such wage rates are on file at the District's principal office. For questions regarding this section, Consultant should visit www.dir.ca.gov/oprl/pwd/index.htm or call the Department of Industrial Relations at 1-415-703-4774.

The general prevailing wage rates for such work which establish minimum wages for this Agreement shall be posted by Consultant in a prominent place at the site where such work is performed. Consultant shall comply with all of the provisions of Section 1775 of the Labor Code relative to penalties paid to the District regarding wage under- payments to workers employed under this Agreement, and Consultant shall comply with all of the provisions of Section 1776 of the Labor Code regarding payroll records requirements.

7. Abandonment by Consultant. In the event the consultant ceases performing services under this Agreement or otherwise abandons the project prior to completing all of the services described in this Agreement, Consultant shall, without delay, deliver to District all materials and records prepared or obtained in the performance of this Agreement, and shall be paid for the reasonable value of the services performed up to the time of cessation or abandonment, less a deduction for any damages or additional expenses which District incurs as a result of such cessation or abandonment, such as expenses associated with obtaining substitute services.

8. Records and Documents. Upon request, and at no additional charge, Consultant shall deliver to District all records, data, and reports prepared or obtained in the performance of the Agreement, which shall become and remain the property of District. This includes, but is not limited to, all materials and records of a finished nature, such as final plans, specifications, and maps prepared or obtained in the performance of this Agreement, and all materials of a preliminary nature, such as survey notes, sketches, preliminary plans, computations and other data prepared or obtained in the performance of this Agreement.

9. Right to Audit. Consultant shall permit District and its authorized representatives to examine, re-examine, make excerpts, transcribe and copy Consultant's books, documents, papers, materials, payrolls, records, accounts, computer disks, tapes and any and all data relevant to the Agreement at any reasonable time within three years after final payment under the Agreement. Consultant shall also permit District and its authorized representatives to audit and verify statements, invoices, or bills submitted by Consultant pursuant to the Agreement. Consultant shall provide such assistance as may be reasonably required in the course of such examination and audit.

10. Safety and Compliance with Laws and Regulations. In performing this Agreement, Consultant shall comply with all applicable laws, statutes, ordinances, rules and regulations whether federal, state or local in origin, and shall also comply with the CCWD Contractor/Consultant Safe Practices Handbook at all times when present on District property or at the site(s) of public works being installed, altered, repaired or removed for the District. The signature page of the CCWD Contractor/Consultant Safe Practices handbook shall be signed by the Consultant and submitted to the District. The Consultant shall provide copies of the Handbook to all Sub-Consultants/Sub-Contractors. The Handbook is available at <http://www.ccwater.com/files/safepacticeshandbook.pdf>.

11. Breach, Error, and Omission. In the event that Consultant fails to perform any of the services described in this Agreement or otherwise breaches this Agreement, District shall have the right to pursue all remedies provided by law or equity. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Agreement as would be exercised by a reasonable professional performing similar work under similar circumstances, and shall, at no cost to District, re-perform services which fail to satisfy this standard of care. In addition, any costs incurred by the District (including but not limited to additional design and administrative costs, to the extent that such costs are recoverable under California law) and used to correct deficiencies caused by the Consultant's errors and omissions shall be borne solely by the Consultant. The District is relying upon the Consultant's qualifications concerning the services furnished under this agreement, and therefore the fact that the District has accepted or approved the Consultant's work shall in no way relieve the Consultant of these responsibilities.

12. Endorsement on Plans. All work of an engineering nature shall bear the stamp and signature of an engineer registered in the State of California.

13. Indemnification. If an action is filed in which it is claimed or alleged that any damages, injuries, or deaths arose out of, pertained to, or related to negligent acts, errors or omissions, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable), in the performance of the services for District, Consultant agrees, at its own expense, to defend District and its Directors, officers, employees, and agents; provided, however, that no settlement of a claim shall be made without the consent of District.

To the extent permitted by law, Consultant shall indemnify District and its Directors, officers, employees, and agents from any and against all claims, demands, costs, including reasonable attorney's fees, and liability for any damages, injuries, or deaths arising directly or indirectly from, or connected with, the services provided under this Agreement and due to, or claimed or alleged to be due to, negligence, recklessness, or willful misconduct of Consultant (or any person or organization for whom Consultant is legally liable). Consultant will reimburse District for any expenditures, including reasonable attorney's fees, District may make by reason of such matters and, if requested by District, will defend any such suits at the sole cost and expense of Consultant.

To the extent permitted by law, Consultant shall also indemnify the District and its Directors, officers, employees, and agents, against any and all claims, demands, costs and expenses at law or in equity including reasonable attorney's fees, and liability, suffered or incurred on account of, or that may at any time arise out of, or are in any way connected with, any breach by Consultant, or its employees, agents, subconsultants, or subcontractors, of the obligations, covenants, or any other provisions of this Agreement.

This Section shall survive any expiration or termination of this Agreement.

14. Confidentiality. Consultant shall treat any information it may come to have relating to the Agreement with confidence, revealing information to third parties only with prior written approval of District.

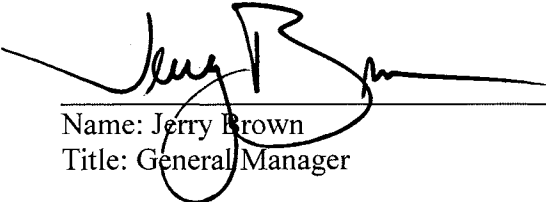
15. Assignment. The Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law, or otherwise; provided, however, that Consultant with the prior written consent of District may subcontract that portion of the services for which Consultant does not have the facilities to perform so long as Consultant receives written approval from the District of the qualifications of the subcontractor or sub-consultant qualifications prior to execution of this Agreement. Any other purported assignment, transfer, or subcontracting shall be void. Nothing in the Agreement shall be construed to give any right or benefit to anyone other than District and Consultant.

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Termination. District may terminate this Agreement at any time by thirty (30) days prior written notice to Consultant. Upon termination, District shall pay Consultant for all amounts due for services rendered up to the date of termination.


IN WITNESS THEREOF, the parties hereto have made and executed this Agreement as of the day and year written below.

CONTRA COSTA WATER DISTRICT

By: 
Name: Jerry Brown
Title: General Manager

Date: 6/4/18

CONSULTANT: CLEAN ENERGY CAPITAL SECURITIES

By: 
Name: David M. Moore
Title: Managing Director

APPROVED AS TO FORM:

N/A

District Legal Counsel

Revised 7/2014

Consulting Services Agreement
Between Contra Costa Water District (“District”) and
Clean Energy Capital Securities (“Consultant”)

SCOPE OF WORK

The primary objective of the scope of work is to assemble the significant work product that has been developed to date (such as project scope description, engineering and design work, initial costing, permitting assessment, grant applications) into an integrated proforma financial model and a first cut at a plan of finance. We see this effort as both a data assembly and modeling exercise and an initial exploration of key organization and contractual issues, such as the potential role of a joint powers agency (“JPA”) as owner of the Project.

A key aspect of the scope of work will be presentations to, and meetings with, the Local Agency Partners to identify the preferences and needs of each agency with respect to the Project’s organizational and contractual structure and associate plan of finance. These meetings are expected to facilitate collaboration and identify areas where further discussions and/or negotiations will be required. A second key aspect of the scope of work will be development of a process and timeline and milestones for potential future “finance-track” activities.

Scope of work includes:

- Receive and review information and descriptive of the Project;
- Develop a proforma financial model;
- Develop a timeline and responsibilities for subsequent finance-track activities;
- Develop PowerPoint presentations to Local Agency Partners, and to other Project stakeholders as reasonably directed;
- Participate in meetings with CCWD, Local Agency Partners, and other stakeholders as reasonably direct;
- Coordinate CWC work with other consultants and advisors; and
- Perform such other tasks as reasonably directed by CCWD and the Local Agency Partners.

CCWD approves Consultant’s release of information to third parties as necessary and appropriate to Consultant’s engagement and scope of service hereunder.

Consulting Services Agreement
Between Contra Costa Water District ("District") and
Clean Energy Capital Securities ("Consultant")

CONSULTANT'S RATES AND CHARGES

Project Lead (David Moore)	\$385 per hour
Director/Vice President	\$325 per hour
Associate	\$245 per hour
Analyst	\$210 per hour

Task	Project Lead	Director	Analyst	Combined
Data Collection/Review				
Project data	15	30	20	65
Participant data	15	15	15	45
WSIP related	15	20	15	50
Total estimated hours	45	65	50	160
Billing	\$17,325	\$21,125	\$10,500	\$48,950
Proforma Modeling				
Model definition/setup	25	25	25	75
Initial base case model	10	35	50	95
Total estimated hours	35	60	75	170
Billing	\$13,475	\$19,500	\$15,750	\$48,725
Meetings, Presentations, Misc				
Meetings / presentations (including prep)	40	20	20	80
Emails/project coordination	25	25	25	75
Total estimated hours	65	45	45	155
Billing	\$25,025	\$14,625	\$9,450	\$49,100
Travel allowance				\$3,025
Total not to Exceed				\$150,000

* If overtime is anticipated, it is assumed to be at the same hourly rate unless otherwise noted in this Attachment.

Contract Number 18-033
Approved/Authorized 11-7-18
Executed 4-17-19

**AMENDMENT NO. 1
TO
STANDARD SERVICES AGREEMENT
BETWEEN CONTRA COSTA WATER DISTRICT
AND CLEAN ENERGY CAPITAL SECURITIES LLC**


The Standard Services Agreement dated June 4, 2018, between the Contra Costa Water District ("District") and Clean Energy Capital Securities LLC ("Consultant") shall be amended as follows:

1. Section 1 - The Agreement - Scope of Work - the Scope of Work shall be amended to include the additional services set forth in Attachment A-1 attached hereto and incorporated herein as if fully set forth.
2. Section 2 - Time of Performance - time of performance is extended through June 30, 2020.
3. Section 3 - Payment - Agreement shall be amended in the amount of \$800,000 for a new total not to exceed \$950,000. The fees and costs set forth in Attachment B-1, Summary of Project Costs, which is attached hereto and incorporated herein as if fully set forth, represent the maximum amount that the District will pay for the services described in the Scope of Work associated with this Amendment (Attachment A-1) and for each respective task, subject only to the District's right to move funds from one task to another by so directing in writing.


Invoices and associated monthly progress reports shall be in a format acceptable to the District and consistent with the requirements described in Exhibit F (Report Formats and Requirements) to the Early Funding Agreement executed by the District and the California Water Commission (CWC) on December 20, 2018, attached hereto as Attachment C-1 and incorporated herein as if fully set forth, in order to maintain eligibility for reimbursement by the CWC. Consultant acknowledges and agrees that Consultant's invoices are subject to audit by the CWC as described in Attachment C-1 (Exhibit G State Audit Document Requirements).

4. Section 4 - Compliance with Laws - Consultant acknowledges and agrees that adherence to the requirements and obligations found in Attachment C-1 of this Amendment is necessary to maintain eligibility for reimbursement by the State for the work performed hereunder. To the extent applicable to Consultant, Consultant shall be in compliance with all such requirements and obligations, including, but not limited to, Sections D.4, D.5, D.8, D.11, D.12, D.15, D.20, D.21, D.22, D.24, D.31, D.33, and D.40 of Exhibit D, Exhibit F and Exhibit G of Attachment C-1 to this Amendment. Consultant further acknowledges and agrees that Consultant shall cooperate with District in meeting District's obligations pursuant to the CWC Early Funding Agreement as may be reasonably requested from time to time consistent with the Scope of Work (Attachment A-1) and the terms of the Agreement and this Amendment.

Except as specified above, all provisions of the Agreement dated June 4, 2018 between District and Consultant shall remain in full force and effect.

Approved by: 
Jerry Brown, General Manager
Contra Costa Water District

Date: 4/17/19

Accepted by: 
David M. Moore, Managing Director
Clean Energy Capital Securities LLC

Date: February 15, 2019

Approved as to Form:

By: 
District Legal Counsel

Scope of Work

Los Vaqueros Reservoir Expansion Project

Consultant: Clean Energy Capital Securities LLC

Introduction

Purpose. This scope of work (SOW) defines the required work to carry out the project management and financial advisory services for the Phase 2 Los Vaqueros Reservoir Expansion Project (Project).

Background. The U.S. Department of the Interior, Bureau of Reclamation, Mid-Pacific Region (Reclamation) is the lead agency under the National Environmental Policy Act (NEPA) for preparation of the EIS and, in conjunction with CCWD, the lead agency under CEQA. Reclamation and CCWD previously prepared a joint Final EIS/EIR in March 2010 and CCWD completed construction of the first phase of reservoir expansion from 100,000 acre-feet (100 TAF) to 160 TAF in 2012.

Reclamation and CCWD are preparing a joint Supplement to the Final EIS/EIR document to support the second phase of reservoir expansion up to 275 TAF. Reclamation was directed by Federal law (P.L.108-361) to conduct a feasibility-level evaluation of the potential expansion of Los Vaqueros Reservoir. During 2016 the schedule for completion of the Final Federal Feasibility Report (Final FR) was deferred until November 2018. The Draft FR was published in January 2018, and Final FR is currently scheduled for March 2019.

CCWD is contracting separately with AECOM (formerly URS), Environmental Science Associates, MBK Engineers, and Stantec Consulting Services (formerly MWH), collectively referred to as the Technical Team, to prepare environmental, operations and engineering feasibility studies in support of the Supplement and Final FR. Reclamation is also contracting directly with Stantec Consulting Services to provide project management, conveyance engineering, economics, financial, and related technical support to prepare the Final FR and provide conveyance engineering support to the Supplement. CCWD also contracted directly with Stantec Consulting Services to provide additional support for preparation of the Funding Application for submittal to the California Water Commission (CWC Funding Application) which was submitted in August 2017. The CWC Funding Application included the Draft Supplement to the Final EIS/EIR and portions of the Draft FR as part of the submittal package. In July 2018 the CWC awarded the Project a maximum conditional eligibility of \$459 million of Proposition 1 funding. On December 20, 2018 CCWD executed an Early Funding Agreement with CWC for \$13.65 million that will provide partial funding for the Consultant and other planning activities.

CCWD internal staff will continue to support development of the Final Supplement to the Final EIS/EIR, including completing supporting tasks such as Delta hydrologic and operations

modeling, water quality modeling, Delta fisheries analyses, including completion of impacts analysis in these areas and preparation of associated sections of the Final Supplement.

The Project will continue to be closely coordinated with the local water agencies providing funding as well as in-kind services for project planning (Local Agency Partners) as well as Reclamation and DWR and other state and federal permitting agencies as required. The roles of these agencies in the project planning were formalized in the “Memorandum of Understanding among the Bay Area water agencies and the CALFED Agencies regarding the CALFED Bay-Delta Program Studies on the Expansion of Los Vaqueros Reservoir” (Los Vaqueros MOU) completed in 2001 and amended in 2003, 2004, 2006, 2008, 2011, 2015, and 2016. Although the Los Vaqueros MOU expired on December 31, 2018, the coordination among these agencies is expected to continue under other existing and future agreements. In accordance with this document, the signatories to the Los Vaqueros MOU will be provided with the opportunity to review as appropriate the Admin Final Supplement to the Final EIS/EIR and the Admin Final FR before publication. CCWD is taking the lead role in the coordination efforts with the Local Agency Partners. CCWD and the Local Agency Partners are planning to form a Joint Powers Authority (JPA) for implementation of the Project. JPA formation is currently scheduled for December 2019.

Description of Work

The Consultant shall provide financial advisory services including the continued development of the Proforma Financial Model prepared previously and support of the formation of a JPA for the Project.

This SOW is divided into the following tasks (Task 2 is not used):

Task 1 – Project Management

Task 3 – Engineering Feasibility

All work assigned by CCWD and to be performed by the Consultant shall be in accordance with the CCWD Board Principles included in CCWD Board Resolution No. 03-24.

Term

The term of this SOW is anticipated to be through June 30, 2020. Although the milestones and work products described in this SOW are anticipated to be completed prior to December 31, 2019, it is anticipated that this schedule may need to be extended in order to coordinate with the schedule for JPA formation. The termination date may be extended upon written notice from CCWD.

Team

The following summarizes key staff from the Consultant as identified. Key staff may not be substituted without the written consent of CCWD.

David Moore, Project Lead
Will Lockwood, Associate

Task Descriptions

TASK 1 – PROJECT MANAGEMENT

The Consultant will manage the scope, schedule, and budget and track project progress through regular reports and meetings as required. During the term of this SOW it is anticipated that CCWD and the Local Agency Partners will select and engage outside legal counsel to support development of the JPA governance agreement. The Consultant will coordinate with outside legal counsel as required and support CCWD and the Local Agency Partners in the formation of a JPA, including support for development of the JPA governance structure and the JPA governance agreement.

TASK 3 – ENGINEERING FEASIBILITY

The Consultant will perform a financial evaluation to assess the costs and merits of the Project including preparation of updates to the Proforma Financial Model in response to comments provided by CCWD and the Local Agency Partners and incorporation of updated operations and cost information as provided by the Technical Team. The Consultant will assist CCWD in preparation of PowerPoint presentation slides and other communications materials and in facilitation of discussions with the Local Agency Partners to support their evaluation of the Proforma Financial model and related analyses.

During the term of this SOW it is anticipated that the Local Agency Partners will select and engage an independent financial consultant to review the proposed usage fees developed previously by CCWD and the East Bay Municipal Utilities District (EBMUD). Alameda County Water District (ACWD) will manage the independent financial consultant on behalf of CCWD and the Local Agency Partners. The Consultant will coordinate with ACWD, the independent financial consultant, CCWD, and EBMUD as required and incorporate any revisions to the usage fees into future updates of the Proforma Financial Model.

The Consultant will support development of a Draft Termsheet as required in advance of JPA formation. The Consultant will develop a Draft Plan of Finance describing the proposed financing structure and key assumptions to support ongoing partnership discussions. The Consultant will support CCWD and the Technical Team in refining the timeline for Project implementation as it relates to finance-track activities. The Consultant will respond to requests for information by CCWD and the Local Agency Partners as required to advance development of the Project financing and governance structure.

Summary of Project Costs
Los Vaqueros Reservoir Expansion Project
Consultant: Clean Energy Capital Securities LLC

Amendment No. 1 Task Budgets:

Task No.	Description	Total Cost
1	Project Management	\$100,000
3	Engineering Feasibility	\$600,000
	Contingency	\$100,000
	Total	\$800,000

Existing Agreement Amount:	\$150,000
Total Amendment No. 1 Amount Not to Exceed:	\$800,000
Revised Total Agreement Amount Not to Exceed:	\$950,000

**FUNDING AGREEMENT BETWEEN THE STATE OF CALIFORNIA (CALIFORNIA WATER COMMISSION) AND
 CONTRA COSTA WATER DISTRICT
 FOR
 LOS VAQUEROS RESERVOIR EXPANSION
 WATER STORAGE INVESTMENT PROGRAM (WSIP) – EARLY FUNDING
 AGREEMENT NUMBER 4600012892
 WATER QUALITY, SUPPLY, AND INFRASTRUCTURE IMPROVEMENT ACT OF 2014
 CALIFORNIA WATER CODE 79750, ET SEQ.**

THIS FUNDING AGREEMENT is entered into by and between the California Water Commission of the State of California, herein referred to as the "State", "CWC", or "Commission" and the Contra Costa Water District, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Funding Recipient", which parties do hereby agree as follows:

- 1) PURPOSE. State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 to Funding Recipient to assist in financing planning related activities for the Los Vaqueros Reservoir Expansion Early Funding (Project) pursuant to Water Code section 79750 and California Code of Regulations, title 23, sections 6000-6015.
- 2) TERM OF FUNDING AGREEMENT. The term of this Funding Agreement begins on the date this Funding Agreement is executed by State, through final payment plus three (3) years unless otherwise terminated or amended as provided in this Agreement. However, all work shall be completed by December 31, 2022, and no funds may be requested after March 31, 2023. Execution date is the date the State signs this Funding Agreement indicated on page 6.
- 3) PROJECT COST. The reasonable cost of the Project is estimated to be \$27,300,618.
- 4) FUNDING AMOUNT. The maximum amount payable by the State under this Agreement shall not exceed \$13,650,309.
- 5) NON-PROGRAM COST SHARE. Funding Recipient agrees to fund the difference between the actual Total Project Cost, as estimated Exhibit B (Budget), and the amount specified in Paragraph 4 (Funding Amount), if any. Funding Recipient is required to provide a Non-Program Cost Share of at least 50 percent of the Total Project Cost. Non-Program Cost Share may include, but is not limited to, local, federal, or other non-WSIP State funds, as documented in Exhibit B (Budget); see Exhibit G (State Audit Document Requirements) for guidance.
- 6) FUNDING RECIPIENT'S RESPONSIBILITY. Funding Recipient and its representatives shall:
 - a) Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A (Work Plan) and in accordance with Exhibit B (Budget) and Exhibit C (Schedule).
 - b) Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Funding Agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Funding Recipient in the application, documents, amendments, and communications filed in support of its request for Water Quality, Supply, and Infrastructure Improvement Act of 2014 financing.
 - c) Comply with all applicable California laws and regulations.
 - d) Implement the Project in accordance with applicable provisions of the law.
 - e) Fulfill its obligations under the Funding Agreement and be responsible for the performance of the Project.
- 7) BASIC CONDITIONS. State shall have no obligation to disburse money for the Project under this Funding Agreement until Funding Recipient has satisfied the following conditions (if applicable):
 - a) An urban or agricultural water supplier that receives funding governed by this funding agreement shall maintain compliance with the Water Code section 10608.56.
 - b) Timely submittal of Progress Reports as specified in Paragraph 15 (Submission of Reports).

- c) Timely submittal of all deliverables as specified in Exhibit A (Work Plan).
 - d) Submittal of audited financial statements for the two most recent fiscal years.
- 8) PERMITS, LICENSES, APPROVALS, AND LEGAL OBLIGATIONS. Funding Recipient shall be responsible for obtaining any and all permits, licenses, and approvals required for performing any work under this Funding Agreement. Funding Recipient shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental, procurement, and safety laws, rules, regulations, and ordinances. Funding Recipient shall provide copies of permits and approvals to State.
- 9) RELATIONSHIP OF PARTIES. Funding Recipient is solely responsible for planning, design, and implementation of the tasks contained within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Funding Recipient under this Funding Agreement.
- 10) DISBURSEMENT OF FUNDS. State will disburse to Funding Recipient the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Funding Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to Funding Recipient under this Funding Agreement shall be deposited into a non-interest bearing account and shall be used solely to pay Eligible Project Costs.
- 11) ELIGIBLE PROJECT COST. Funding Recipient shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B (Budget). Eligible Project Costs include the activities reasonably related to the completion of environmental documentation and permitting. Reimbursable administrative expenses are the necessary costs incidentally but directly related to the Project including the portion of overhead and administrative expenses that are directly related to the Project. Work performed on the Project on or after August 14, 2017, shall be eligible for reimbursement.

Unless otherwise noted, costs that are not eligible for reimbursement with State funds cannot be counted as Non-Program Cost Share. Costs that are not eligible for reimbursement include but are not limited to the following items:

- a) Costs, other than those noted above, incurred prior to August 14, 2017.
- b) Operation and maintenance costs, including post construction performance and monitoring costs.
- c) Land acquired via eminent domain
- d) Purchase of equipment not an integral part of the Project.
- e) Establishing a reserve fund.
- f) Purchase of water supply.
- g) Monitoring and assessment costs for efforts required after project construction is complete.
- h) Replacement of existing funding sources for ongoing programs.
- i) Travel and per diem costs.
- j) Support of existing agency requirements and mandates (e.g., punitive regulatory agency requirements).
- k) Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of the Project, as set forth and detailed by engineering and feasibility studies.
- l) Overhead not directly related to project costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Funding Recipient; non-project-specific accounting and personnel services performed within the Funding Recipient's

organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; and, generic overhead or markup. This prohibition applies to the Funding Recipient and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.

- 12) METHOD OF PAYMENT. After the disbursement requirements in Paragraph 7 (Basic Conditions) are met, State will disburse the whole or portions of State funding to Funding Recipient, following receipt of a signed invoice for costs incurred, including Non-Program Cost Share, and timely Progress Reports as required by Paragraph 15 (Submission of Reports). Payment will be made no more frequently than monthly, in arrears, upon receipt of an invoice bearing the Funding Agreement number. State will notify Funding Recipient, in a timely manner, whenever, upon review of an Invoice, State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to State. Funding Recipient may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to State to cure such deficiency(ies). If Funding Recipient fails to submit adequate documentation curing the deficiency(ies), State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by Funding Recipient shall include the following information:

- a) Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.
- b) Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for the Project during the period identified in the particular invoice for the implementation of the Project.
- c) Invoices shall be submitted on forms provided by State and shall meet the following format requirements:
 - (1) Invoices must contain the date of the invoice, the time period covered by the invoice, and the total amount due.
 - (2) Invoices must be itemized based on the categories (i.e., tasks) specified in the Exhibit B (Budget). The amount claimed for salaries/wages/consultant fees must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
 - (3) One set of sufficient evidence (i.e., receipts, vendor invoices, labor summary) must be provided for all costs included in the invoice.
 - (4) Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 4 (Funding Amount) and those costs that represent Funding Recipient's costs, as applicable, in Paragraph 5 (Non-Program Cost Share).

All invoices submitted shall be accurate and signed under penalty of perjury. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Funding Recipient shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such. Any eligible costs for which the Funding Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of Program funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 (Audits) and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civil Code, sections 1572-1573; Penal Code, sections 470, 489-490.)

- 13) WITHHOLDING OF DISBURSEMENTS BY STATE. If State determines that the Project is not being implemented in accordance with the provisions of this Funding Agreement, or that Funding Recipient has failed in any other respect to comply with the provisions of this Funding Agreement, and if Funding Recipient does not remedy any such failure to State's satisfaction, State may withhold from Funding Recipient all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of

the State funding has been disbursed to the Funding Recipient and State notifies Funding Recipient of its decision not to release funds that have been withheld pursuant to Paragraph 14 (Default Provisions), the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Funding Recipient, as directed by State. State may consider Funding Recipient's refusal to repay the requested disbursed amount a contract breach subject to the default provisions in Paragraph 14 (Default Provisions). If State notifies Funding Recipient of its decision to withhold the entire funding amount from Funding Recipient pursuant to this paragraph, this Funding Agreement shall terminate upon receipt of such notice by Funding Recipient and the State shall no longer be required to provide funds under this Funding Agreement and the Funding Agreement shall no longer be binding on either party.

- 14) DEFAULT PROVISIONS. Funding Recipient will be in default under this Funding Agreement if any of the following occur:
- a) Substantial breaches of this Funding Agreement, or any supplement or amendment to it, or any other agreement between Funding Recipient and State evidencing or securing Funding Recipient's obligations.
 - b) Making any false warranty, representation, or statement with respect to this Funding Agreement or the application filed to obtain this Funding Agreement.
 - c) Failure to make any remittance required by this Funding Agreement.
 - d) Failure to submit timely progress reports.
 - e) Failure to routinely invoice State.
 - f) Failure to meet any of the requirements set forth in Paragraph 7 (Basic Conditions).

Should an event of default occur, State shall provide a notice of default to the Funding Recipient and shall give Funding Recipient at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Funding Recipient. If the Funding Recipient fails to cure the default within the time prescribed by the State, State may do any of the following:

- g) Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- h) Terminate any obligation to make future payments to Funding Recipient.
- i) Terminate the Funding Agreement.
- j) Take any other action that it deems necessary to protect its interests.

In the event State finds it necessary to enforce this provision of this Funding Agreement in the manner provided by law, Funding Recipient agrees to pay all costs incurred by State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

- 15) SUBMISSION OF REPORTS. The submittal and approval of all reports is a requirement for the successful completion of this Funding Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to State. All reports shall be submitted to the State's Project Manager. If requested, Funding Recipient shall promptly provide any additional information deemed necessary by State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F (Report Formats and Requirements). The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State, of a Project Completion Report is a requirement for the release of any funds retained for the Project.
- a) Progress Reports: Funding Recipient shall submit Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall, in part, provide a brief description of the work performed, Funding Recipients activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Funding Agreement during the reporting period. The first Progress Report shall be submitted to the State no later than 90 days after the execution of the

agreement with future reports then due, at least, on successive three-month increments based on the invoicing schedule and this date.

- b) **Project Completion Report:** Upon completion of the Project, Funding Recipient shall provide a final written report in a format as directed by the State in Exhibit F (Report Formats and Requirements). Funding Recipient shall submit the Project Completion Report within ninety (90) calendar days of project completion. The Project Completion Report shall include, in part, a description of actual work done, any changes or amendments to the Project, and a final schedule showing actual progress versus planned progress, copies of any final documents or reports generated or utilized during a project.
- 16) **NOTIFICATION OF STATE.** Funding Recipient shall promptly notify State, in writing, of the following items:
- a) Events or proposed changes that could affect the scope, budget, or work performed under this Funding Agreement. Funding Recipient agrees that no substantial change in the scope of the Project will be undertaken until written notice of the proposed change has been provided to State and State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
 - b) Any public or media event publicizing the accomplishments and/or results of this Funding Agreement and provide the opportunity for attendance and participation by State's representatives. Funding Recipient shall make such notification at least 14 calendar days prior to the event.
 - c) Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during while undertaking any task set forth in Exhibit A (Work Plan), the Funding Recipient agrees that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Funding Recipient agrees to implement appropriate actions as directed by the State.
 - d) The initiation of any litigation or the threat of litigation against the Funding Recipient regarding the Project or that may affect the Project in any way.
- 17) **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Funding Agreement shall be in writing. Notices may be transmitted by any of the following means:
- a) By delivery in person.
 - b) By certified U.S. mail, return receipt requested, postage prepaid.
 - c) By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.
 - d) By electronic means.
 - e) Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U. S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing.

Notices shall be sent to the below addresses. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

- 18) **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Funding Agreement are as follows:

Joseph Yun, Executive Officer
California Water Commission
P. O. Box 942836
Sacramento, California 94236-0001
Joseph.Yun@water.ca.gov

Jerry Brown, General Manager
Contra Costa Water District
P. O. Box H2O
Concord, California 94524
jbrown@ccwater.com

Direct all inquiries to the Project Manager:

Amy Young
California Water Commission
P. O. Box 942836
Sacramento, California 94236-0001
Amy.Young@water.ca.gov

Marguerite Patil, Special Assistant to the General
Manager
Contra Costa Water District
P. O. Box H2O
Concord, California 94524
mpatil@ccwater.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

19) STANDARD PROVISIONS. The following Exhibits are attached and made a part of this Funding Agreement by this reference:

- Exhibit A – Work Plan
- Exhibit B – Budget
- Exhibit C – Schedule
- Exhibit D – Standard Conditions
- Exhibit E – Funding Recipient Resolution
- Exhibit F – Report Formats and Requirements
- Exhibit G – State Audit Document Requirements
- Exhibit H – Land Access and Acquisition Requirements

IN WITNESS WHEREOF, the parties hereto have executed this Funding Agreement.

STATE OF CALIFORNIA

California Water Commission




Joseph Yun

Executive Officer

Date ~~12/20/19~~ 12/20/18



Contra Costa Water District



Jerry Brown

General Manager

Date 12/19/18

Approved as to Legal Form and Sufficiency



Holly G. Stout

Counsel to the Commission

Date ~~12/20/19~~ 12/20/2018

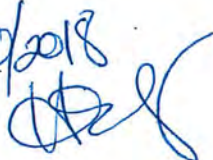


Exhibit A Work Plan

The Proposition 1 Water Storage Investment Program Early Funding Agreement (Agreement) provides funding for activities related to the completion of environmental documentation and permitting for the Los Vaqueros Reservoir Expansion Project (Project). The following tasks describe the work efforts by Contra Costa Water District (CCWD or Funding Recipient).

CCWD is the owner and operator of the existing Los Vaqueros Reservoir and associated facilities. The U.S. Department of the Interior, Bureau of Reclamation, Mid-Pacific Region (Reclamation) is the lead agency under the National Environmental Policy Act (NEPA) for preparation of the Environmental Impact Study (EIS) and, in conjunction with CCWD, the lead agency under California Environmental Quality Act (CEQA) for preparation of the Environmental Impact Report (EIR). Reclamation and CCWD jointly prepared a Final EIS/EIR in March 2010 and CCWD completed construction of the first phase of reservoir expansion from 100,000 acre-feet (100 TAF) to 160 TAF in 2012. Reclamation and CCWD are preparing a joint Supplement to the Final EIS/EIR document to support the second phase of reservoir expansion up to 275 TAF.

Non-Program cost share for this agreement is provided by CCWD, Reclamation, and Local Agency Partners. References to Reclamation and Local Agency Partners are not intended to imply that they are party to this Agreement, but are included to describe the coordinated work during the period of performance of this Agreement.

Task 1 Project Management

Task 1.1 Funding Agreement Administration

Administer the Agreement, maintain compliance with reporting and invoicing requirements of the Agreement, coordinate with California Water Commission (CWC) staff as needed to respond to questions and data requests, and manage cost commitments. Provide financial statements and other supporting documentation as requested by the CWC staff pertaining to this Agreement.

(1.1.1) Quarterly Progress Reports

Prepare quarterly progress reports detailing work completed in prior quarter in accordance with Exhibit F of this Agreement.

(1.1.2) Invoices

Prepare quarterly invoices in compliance with the invoice content terms of the Agreement, including relevant supporting documentation for submittal to the CWC.

(1.1.3) Draft and Final Project Completion Report

Prepare the Project Completion Report and submit it to the CWC no later than 90 days after Project completion. Draft and final versions of the report shall be prepared. The report will be prepared and presented in accordance with the provisions of Exhibit F.

Deliverables:

- Invoices and associated backup documentation
- Quarterly Progress Reports
- Draft and Final Project Completion Report

Task 1.2 Project Management Activities

This task includes project management activities performed by CCWD, Local Agency Partners, the consultant and legal team, Reclamation, and other agencies as required that are related to, but not limited to, managing staff, consultant procurement and management, invoicing, budgeting, scheduling, reviewing submittals, meetings and conference calls, and coordinating project activities that are within the objectives of the Project and of this Agreement. This task also includes development of a local governance structure and ancillary activities necessary for local project approvals, joint defense of environmental documentation, performance of project-related technical studies, acquisition of project-related lands, and application for permits.

Deliverables:

- Summary updates on project management activities in Quarterly Progress Reports

Environmental Planning

Task 2.1 Modeling

Perform operations modeling tasks to support preparation of the Final Supplement to the Final EIS/EIR and permitting activities as required. Develop new or modify existing modeling tools so that operations or limitations of the governance structure of the JPA can be evaluated in terms of benefits to partners. Refine the model to track terms and requirements of various water rights. Re-build or refine the Los Vaqueros daily operations model to accommodate partner operations, which may serve as a tracking tool in the future for permit reporting, billing, scheduling deliveries, etc.

Work with Reclamation to develop an update to the existing operations agreement for the Project to coordinate operations of the Project in conjunction with the Central Valley Project. Work with DWR to develop an operations agreement to support operations of the Transfer-Bethany Pipeline and intertie with the California Aqueduct in conjunction with the State Water Project. Updates to the previously-completed storage integration study completed by the Association of California Water Agencies (ACWA) and several project proponents will be completed to provide evidence of bilateral communications between the applicant and any owners and operators of potentially impacted facilities regarding the potential impacts of the proposed project. The study update is also necessary to demonstrate to permitting agencies that the new storage projects can operate in a coordinated fashion without impact to the environment or other water users. Provision of permits, such as those from California Department of Fish and Wildlife (CDFW), State Water Resources Control Board (SWRCB), U.S. Fish and Wildlife Service (USFWS), and National Marine Fisheries Service (NMFS), may be contingent upon the analysis and findings of the updated studies.

Deliverables:

- Revised operational models as required
- Summary updates to storage integration study as required
- Operations agreements as required

Task 2.2 Public Outreach

As required by CEQA, conduct a stakeholder and public outreach program to engage interested individuals, interest groups, agencies, and elected officials based on CCWD's existing Stakeholder and Public Engagement Plan. Hold stakeholder briefings as required to provide updates on the Project and solicit feedback as appropriate. Perform outreach activities regarding the purpose, objectives, and results of the Post-Draft Supplement Technical Studies and Surveys described in Task 2.3. Respond to stakeholder comments as required. Post responses as appropriate to the CCWD-hosted Project website at www.ccwater.com/lvstudies or share directly with project stakeholders.

As directed by CEQA, hold a public meeting to support the CCWD Board of Directors' certification of the Final Supplement to the Final EIS/EIR, approval of the Project, and adoption of CEQA Findings and the Mitigation Monitoring and Reporting Plan (MMRP). Coordinate with Reclamation regarding public release of the Final Federal Feasibility Report and the Record of Decision and support public meetings as required.

Deliverables:

- Stakeholder and public outreach program
- Documentation of outreach activities
- Public meeting(s) for Final Supplement to the Final EIS/EIR
- Public meeting(s) for Federal Feasibility Report and Record of Decision as required

Task 2.3 Environmental Document and Technical Studies

This task includes development of the Supplement to the Final EIS/EIR, including the completion of the necessary technical studies in support of this effort culminating with issuance of the Final Supplement. The studies and data produced will adhere to the federal planning and NEPA guidelines, CEQA guidelines, and WSIP guidance. Technical studies will be conducted in accordance with the alternatives identified in the Draft Supplement.

All agency meetings and technical workgroup meetings required to support the environmental document and studies are described in Task 1.2 and Task 2.2.

(2.3.1) Draft Supplement to the Final EIS/EIR

Complete an Administrative Draft of the Draft Supplement. Distribute for review to Local Agency Partners, Reclamation, and responsible agencies. Incorporate comments on the Administrative Draft into the Public Draft. Prepare the Draft Supplement to the Final EIS/EIR for public distribution.

(2.3.2) Post-Draft Supplement Technical Studies and Surveys

Perform technical studies, as needed, pursuant to changes in Project components and alternatives, setting (with identification of the appropriate CEQA/NEPA baseline condition), or regulatory requirements.

Perform wetland delineations and rare plant surveys. The Transfer-Bethany Pipeline alignment (as revised, May 2016) is near vernal pool swales that are planned to be placed under conservation easement. This general area is also critical habitat for Contra Costa goldfields and vernal pool fairy shrimp. Wetland delineations will be required for regulatory permits.

(2.3.3) Transfer-Bethany Pipeline Alternative Alignment Evaluation

The proposed alignment of the Transfer-Bethany Pipeline has been reviewed by several County agencies and stakeholders that have identified potential conflicts with current or proposed land uses and/or conservation easements. Meet with County staff and stakeholders and provide biological and cultural evaluation of alternative pipeline routes as needed. If the proposed alignment is revised, prepare an updated location evaluation as an appendix to the Final Supplement or incorporate the evaluation in each applicable section of the Final Supplement in response to comments.

(2.3.4) Final Supplement to the Final EIS/EIR

Complete an Administrative Draft of the Final Supplement. Distribute for review to Local Agency Partners, Reclamation, and responsible agencies. Incorporate comments on the Public Draft into the Administrative Draft.

Prepare the Final Supplement to the Final EIS/EIR for public distribution. Incorporate comments on the Administrative Draft into the Final Supplement to the Final EIS/EIR.

(2.3.5) CEQA Findings and Mitigation Monitoring and Reporting Plan

Prepare draft and final CEQA Findings that address the preferred alternative. The Findings will review the significant impacts of the Project, indicate whether feasible mitigation measures have been identified to address each of these impacts and, if so, whether or not measures will be adopted. The Findings will review alternatives considered and present overriding considerations to support approval of the Project if it results in any significant and unavoidable impacts.

Update the draft MMRP included in the Draft Supplement to describe the implementation plan for each adopted mitigation measure. The MMRP would include updates, as appropriate, to the 2010 MMRP that consider current regulatory approaches and lessons learned from implementation of the 2010 MMRP and construction monitoring during the Phase 1 expansion. Support Reclamation in development of the Record of Decision for the Final Supplement as required.

Deliverables:

- Technical studies and surveys as required
- Draft Supplement to the Final EIS/EIR
- Final Supplement to the Final EIS/EIR
- Draft CEQA Findings and MMRP
- Final CEQA Findings and MMRP
- Record of Decision

Task 2.4 Regulatory Permitting

Prepare documentation of environmental regulatory compliance including but not limited to the Clean Water Act (CWA) Section 404(b)(1), CWA Section 401, the Federal Endangered Species Act (Section 7), the California Endangered Species Act, Section 1602 of the California Fish and Game Code, the Delta Stewardship Council's certification process for demonstrating consistency with the Delta Plan, the National Historic Preservation Act (NHPA Section 106), and the Fish and Wildlife Coordination Act (FWCA). When possible or beneficial, obtain amendments to existing permits and excess compensation land acquired/managed during the Phase 1 expansion. If not possible to amend existing permits, seek new permits. Coordinate with regulatory agencies to confirm when amendments will be appropriate. In support of this task, several key work efforts (described below) will be completed.

Conduct reconnaissance-level biological field surveys of any new Project areas (if any) to identify the potential for the presence of sensitive biological resources. Conduct a desktop analysis including a database search of the California Natural Diversity Data Base (CNDDDB), California Native Plants Society's Inventory of Rare and Endangered Plants, USFWS species lists, and NMFS species lists in order to determine the potential occurrence of special-status plants, animals, and vegetation communities. Conduct site-specific biotic assessments to identify biological resources that are present or have a high likelihood to occur in the study area, and to assess the likely impacts associated with construction and/or long term operations of the Project on biological resources. The results of the reconnaissance survey and analysis will be used to inform the CEQA/NEPA documentation, regulatory permitting documents, and resource agency review.

Prepare the regulatory permit applications for the proposed Project. Attend meetings with regulatory agencies. Develop supporting technical reports, as needed, to support preparation of proposed permit applications. Permit applications and supporting documents to be prepared in support of the Project may include but not limited to: Biological Assessment for Federal Endangered Species Act compliance and Magnuson Stevens Fisheries Conservation and Management Act compliance; Clean Water Act Section 404/Section 10 Individual Permit Application; Clean Water Act Section 401 Clean Water Act Water Quality Certification Application; California Fish and Game Code Section 1602 Streambed Alteration Agreement Application; Section 2081 California Endangered Species Act Incidental Take Permit Application; Fish and Wildlife Coordination Act

Report; National Historic Preservation Act Section 106 compliance; and Aquatic Resources Delineation. Submit application fees to regulatory agencies as required.¹

Deliverables:

- Rare plant surveys and report of results
- Wetland delineation and mapping, report of results
- Issued permits

Task 2.5 Water Rights Permitting

Coordinate with Reclamation, the California Department of Water Resources (DWR), Local Agency Partners, and the State Water Resources Control Board (State Board) regarding changes to existing water rights. Prepare petitions for change for CCWD's water right permit and assist Reclamation, DWR, and Local Agency Partners with preparation of change petitions as required. File petitions with the State Board, assist State Board staff with drafting orders and permit amendments as required, respond to any protests that may be filed and seek resolution of those protests, prepare for and participate in hearings as required. The deliverables listed below include change petitions that will be filed for review and approval to the State Board. Upon approval of the change petition, the State Board will issue a permit modification with revised water rights, which may be completed after expiration of this funding agreement.

Deliverables:

- Change petition on CCWD water rights
- Change petition on CVP water rights
- Change petition on SWP water rights
- Change petition on Local Agency Partners' water rights as required

Task 2.6 Land Transactions

Identify and contact the landowners of parcels that will be surveyed for Task 2.3.2 and Task 2.3.3. Acquire the appropriate land rights to gain access to the properties. Identify potential mitigation lands as needed for Task 2.4. Appraise value of potential mitigation lands. Obtain right-of-way for Transfer-Bethany Pipeline. Work with DWR to develop agreements to support construction of intertie between Transfer-Bethany Pipeline and the CA Aqueduct. Identify options to acquire mitigation lands and engage Local Agency Partners to obtain concurrence.

Deliverables:

- Summary updates on entry permits and temporary easements on properties needed for technical surveys
- Identification and appraisal of potential mitigation sites
- Right-of-way for Transfer-Bethany Pipeline
- Construction and conveyance agreements for Transfer-Bethany Pipeline as required

Task 3 Engineering Feasibility

Task 3.1 Financial Feasibility Study

Perform a financial feasibility study that will assess the costs and merits of the Project. The financial evaluation of the project will help determine the alignment of pipelines, sizing of facilities, etc., as well as any adjustments that need to be made to the configuration of the project facilities. Final facility configurations, alignments, size, and operations must be finalized before permits can be issued. Develop an excel-based Proforma Financial Model for the Project that incorporates water pricing options and integration with CalSim model. Perform meetings and workshops with the Local Agency Partners; collect and review comments and inputs to the model. Refine model as additional information arises that may affect the Local Agency Partners, operations, water pricing, or other financial components of the Project.

Create a Plan of Finance describing the proposed financing structure and assumptions for financing the Project. The Plan of Finance will take into consideration appropriate debt structures, timing, impact on rates, budgeting, credit ratings, tax laws, availability of grants and other State and Federal funding, and assessment of capital market conditions. Evaluate the funding capabilities of a JPA and associated contractual requirements for partners receiving and paying for services.

Deliverables:

- Proforma Financial Model
- Plan of Finance

Task 3.2 Federal Feasibility Study

Reclamation was directed by Federal law (P.L.108-361) to conduct a feasibility-level evaluation of the potential expansion of Los Vaqueros Reservoir. The Feasibility Report presents the results of planning, engineering, environmental, social, economic, and financial studies and potential benefits and effects of alternative plans. The Feasibility Report, along with the 2010 Final EIS/EIR and Final Supplement, will be used by the Secretary of the Interior and U.S. Congress to determine the type and extent of Federal interest in enlarging Los Vaqueros Reservoir. The Draft Federal Feasibility Report was published in January 2018, and Final Federal Feasibility Report is currently scheduled for March 2019.

Deliverables:

- Draft Federal Feasibility Report
- Final Federal Feasibility Report

Task 3.3 Preliminary Design

All design tasks described below are necessary to determine environmental impacts and to support permit acquisition.

(3.3.1) Pumping Plant No. 1

This task will include feasibility-level design of Pumping Plant No. 1 replacement and related facilities. The preliminary design will set basic design elements including power needs, metering needs, pump configuration, pump elevation, forebay configuration, and afterbay configuration.

(3.3.2) Los Vaqueros Dam & Transfer Bethany Pipeline

This task includes work efforts related to design of the Los Vaqueros Dam expansion to gain Division of Safety of Dams (DSOD) authorization to construct. Design-related tasks may include, but are not limited to, reporting,

investigations, testing, analysis, and surveys; geotechnical investigations and reporting; stability and deformation analysis; design of earthquake ground motions and parameters, spillway, outlet works, new emergency release outlet, tunnel/portal; transfer pipeline connection, and dam instrumentation; constructability review, value engineering, risk analysis, and feasibility studies; DSOD meetings and correspondence; and design of site restoration for the core borrow area. This task includes formation of a Technical Review Board for independent review of the dam consultant's work in accordance with DSOD guidelines. Submit application fees to DSOD as required.

This task also includes work efforts related to design of Transfer-Bethany Pipeline including but not limited to: finalizing alignment of pipeline, tie-in to the California Aqueduct, geotechnical field investigations, and static and transient analysis.

(3.3.3) Conveyance Facilities

Prepare updates to feasibility-level drawings, cost estimates, and supporting information for the conveyance facilities included in the Project description as required to support Project permitting activities. Conveyance facilities may include modifications of existing intakes and pump stations, addition of new pipelines and pump stations, and interties to existing facilities.

(3.3.4) Recreation Facilities

Develop recreation-related components of the Project at Los Vaqueros Watershed. Update schematic design of recreation facilities. Refine the design elements to show the approximate final locations, configuration, and materials. Prepare and disseminate written and illustrative material for information sheets, mailers, and the Project website as appropriate. Prepare summary information about the Project's recreation components as needed to support public outreach efforts described in Task 2.2.

Prepare feasibility level design including plans, specifications, and construction cost estimates as needed for input into the Recreation Facilities Plan and to support Project permitting efforts described in Task 2.4.

Deliverables:

- Pumping plant #1 preliminary design
- LV Dam 50%, 90%, and Final Design Report
- LV Dam 50%, 90%, and Final Drawings and Specifications
- LV Dam 50%, 90%, and Final Cost Estimate/Schedule
- Transfer-Bethany Pipeline Static & Transient Analysis
- Transfer-Bethany Pipeline Alignment
- Conveyance facility feasibility design updates
- Conveyance facility final cost estimates
- Recreation facility summary information materials to support public outreach activities
- Recreation facility feasibility level design
- Recreation Facilities Plan
- Recreation component information to support permit applications

Exhibit B
BUDGET

Funding recipient shall be reimbursed based on the ratio of Program cost share and non-Program cost share, also referred to as concurrent draw down. The Commission will reimburse no more than \$13,650,309 under this Funding Agreement, also known as Program cost share. The non-Program cost share is \$13,650,309.

Task	Total Costs
Task 1 Project Management	\$3,549,080
Task 2 Environmental Planning	\$10,920,248
Task 3 Engineering Feasibility	\$12,831,290
Total	\$27,300,618

Commission approves invoices at the overarching task-level. Subtasks are provided in the Work Plan for additional detail and guidance for the project manager to be aware of when administering the Funding Agreement.

Reimbursement of costs will commence after this Funding Agreement is executed as described above. The proportion (or percentage) of Program cost share is the maximum funding amount of this funding agreement divided by the total project cost; which is 50%. If the first invoice received contains eligible costs for the period of August 14, 2017 to the execution date of the agreement, at Commission's discretion, these costs, or a portion thereof, may be directly deducted from the non-Program cost share and the concurrent drawdown percentage may be modified accordingly.

Exhibit C
SCHEDULE

	Start Date	End Date
Task 1 Project Management	August 2017	December 2022
Task 2 Environmental Planning	August 2017	June 2022
Task 3 Engineering Feasibility	August 2017	June 2022

Exhibit D
STANDARD CONDITIONS

- D.1) ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:
- a) Separate Accounting of Funding Disbursements and Interest Records: Funding Recipient shall account for the money disbursed pursuant to this Funding Agreement separately from all other Funding Recipient funds. Funding Recipient shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Funding Recipient shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Funding Recipient shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.
 - b) Disposition of Money Disbursed: All money disbursed pursuant to this Funding Agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.
 - c) Remittance of Unexpended Funds: Funding Recipient shall remit to State any unexpended funds that were disbursed to Funding Recipient under this Funding Agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Funding Recipient of funds or, within thirty (30) calendar days of the expiration of the Funding Agreement, whichever comes first.
- D.2) ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE: Funding Recipient shall include appropriate acknowledgement of credit to the State and to all cost-sharing partners for their support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Funding Recipient's headquarters and shall include the California Water Commission color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the California Water Commission." The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.3) AMENDMENT: This Funding Agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Funding Recipient for amendments must be in writing stating the amendment request and the reason for the request. State shall have no obligation to agree to an amendment.
- D.4) AMERICANS WITH DISABILITIES ACT: By signing this Funding Agreement, Funding Recipient assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. Code 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.
- D.5) AUDITS: State reserves the right to conduct an audit at any time between the execution of this Funding Agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Funding Recipient to conduct a final audit to State's specifications, at Funding Recipient's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may elect to pursue any remedies provided in Paragraph 14 (Default Provisions) or take any other action it deems necessary to protect its interests.

Pursuant to Government Code section 8546.7, the Funding Recipient shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Funding Agreement with respect of all matters connected with this Funding Agreement, including but not limited to, the cost of administering this Funding Agreement. All records of Funding Recipient or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or

the State Controller's Office may conduct a full audit of any or all of the Funding Recipient's activities. (Water Code section 79708(b))

- D.6) BUDGET CONTINGENCY: If funding for any fiscal year after the current year covered by this Funding Agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Funding Agreement with no liability occurring to State, or offer a Funding Agreement amendment to Funding Recipient to reflect the reduced amount. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Funding Agreement. In this event, State shall have no liability to pay any funds whatsoever to Funding Recipient or to furnish any other considerations under this Funding Agreement and Funding Recipient shall not be obligated to perform any provisions of this Funding Agreement. Nothing in this Funding Agreement shall be construed to provide Funding Recipient with a right of priority for payment over any other Funding Recipient.
- D.7) CALIFORNIA ENVIRONMENTAL QUALITY ACT: Activities funded under this Funding Agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act. (Public Resources Code section 21000 et seq.)
- D.8) CHILD SUPPORT COMPLIANCE ACT: The Funding Recipient acknowledges in accordance with Public Contract Code section 7110, that:
- a) The Funding Recipient recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code section 5200 et seq.; and
 - b) The Funding Recipient, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- D.9) CLAIMS DISPUTE: Any claim that the Funding Recipient may have regarding performance of this agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the State's Project Manager, within thirty (30) days of the Funding Recipient's knowledge of the claim. State and Funding Recipient shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.
- D.10) COMPETITIVE BIDDING AND PROCUREMENTS: Funding Recipient shall comply with all applicable laws and regulations regarding securing competitive bids and undertaking competitive negotiations in Funding Recipient's contracts with other entities for acquisition of goods and services and construction of public works with funds provided by State under this Funding Agreement.
- D.11) COMPUTER SOFTWARE: Funding Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Funding Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- D.12) CONFLICT OF INTEREST: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- a). Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b) Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of

the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Funding Recipient: Employees of the Funding Recipient shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act (Government Code section 87100 et seq.).
 - d) Employees and Consultants to the Funding Recipient: Individuals working on behalf of a Funding Recipient may be required by the State to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.
- D.13) DELIVERY OF INFORMATION, REPORTS, AND DATA: Funding Recipient agrees to expeditiously provide throughout the term of this Funding Agreement, such reports, data, information, and certifications as may be reasonably required by State.
- D.14) DISPOSITION OF EQUIPMENT: Funding Recipient shall provide to State, not less than 30 calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within 60 calendar days of receipt of such inventory State shall provide Funding Recipient with a list of the items on the inventory that State will take title to. All other items shall become the property of Funding Recipient. State shall arrange for delivery from Funding Recipient of items that it takes title to. Cost of transportation, if any, shall be borne by State.
- D.15) DRUG-FREE WORKPLACE CERTIFICATION: Certification of Compliance: By signing this Funding Agreement, Funding Recipient, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:
- a) Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
 - b) Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
 - i) The dangers of drug abuse in the workplace,
 - ii) Funding Recipient's policy of maintaining a drug-free workplace,
 - iii) Any available counseling, rehabilitation, and employee assistance programs, and
 - iv) Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c) Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:
 - i) Will receive a copy of Funding Recipient's drug-free policy statement, and
 - ii) Will agree to abide by terms of Funding Recipient's condition of employment, contract or subcontract.
- D.16) GOVERNING LAW: This Funding Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

- D.17) **INCOME RESTRICTIONS:** The Funding Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Funding Recipient under this Agreement shall be paid by the Funding Recipient to the State, to the extent that they are properly allocable to costs for which the Funding Recipient has been reimbursed by the State under this Agreement. The Funding Recipient shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.
- D.18) **INDEMNIFICATION:** Funding Recipient shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement. Funding Recipient shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.
- D.19) **INDEPENDENT CAPACITY:** Funding Recipient, and the agents and employees of Funding Recipients, in the performance of the Funding Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.
- D.20) **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Funding Agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Funding Agreement. Failure or refusal by Funding Recipient to comply with this provision shall be considered a breach of this Funding Agreement, and State may withhold disbursements to Funding Recipient or take any other action it deems necessary to protect its interests.
- D.21) **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Funding Agreement. This right shall extend to any subcontracts, and Funding Recipient shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Funding Agreement with State.
- D.22) **LABOR CODE COMPLIANCE:** The Funding Recipient agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <https://www.dir.ca.gov/lcp.asp>. For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>.
- The Funding Recipient affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Funding Recipient affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.
- D.23) **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Funding Recipient, the State may at its sole discretion approve non-material changes to the portions of Exhibit A (Work Plan) which concern the budget (Exhibit B) and schedule (Exhibit C) without formally amending this Funding Agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Funding Agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Funding Agreement. Requests for non-material changes to the budget and schedule must be submitted by the Funding Recipient to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.
- D.24) **NONDISCRIMINATION:** During the performance of this Funding Agreement, Funding Recipient and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital status, and denial of medical and family care leave or pregnancy disability leave.

Funding Recipient and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Funding Recipient and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code section 12990) and the applicable regulations promulgated there under (California Code of Regulations, title 2 section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Funding Recipient and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Funding Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Funding Agreement.

- D.25) OPINIONS AND DETERMINATIONS: Where the terms of this Funding Agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.
- D.26) PRIORITY HIRING CONSIDERATIONS: If this Funding Agreement includes services in excess of \$200,000, the Funding Recipient shall give priority consideration in filling vacancies in positions funded by the Funding Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.
- D.27) PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION: The Funding Recipient shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in conjunction with the Project, or with Funding Recipient's service of water, without prior permission of State. Funding Recipient shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Funding Recipient meet its obligations under this Funding Agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.
- D.28) PROJECT ACCESS: The Funding Recipient shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during the Term of this Agreement.
- D.29) REMEDIES NOT EXCLUSIVE: The use by either party of any remedy specified herein for the enforcement of this Funding Agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.
- D.30) RETENTION: The State shall withhold ten percent (10%) of the funds requested by the Funding Recipient for reimbursement of Eligible Project Costs. Withheld funds may be released upon either completion of milestones or deliverables identified in Exhibit A (Work Plan) or when the Project is completed, and the Final Report is approved by the State. Any retained amounts due to the Funding Recipient will be promptly disbursed to the Funding Recipient, without interest, upon completion of the Project.
- D.31) RIGHTS IN DATA: Funding Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Funding Agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act (Government Code section 6250 et seq.). Funding Recipient may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Funding Agreement, subject to appropriate acknowledgement of credit to State for financial support. Funding Recipient shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.
- D.32) SEVERABILITY: Should any portion of this Funding Agreement be determined to be void or unenforceable, such shall be severed from the whole and the Funding Agreement shall continue as modified.

- D.33) SUSPENSION OF PAYMENTS: This Funding Agreement may be subject to suspension of payments or termination, or both, and Funding Recipient may be subject to debarment if the State determines that:
- Funding Recipient, its contractors, or subcontractors have made a false certification, or
 - Funding Recipient, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Funding Agreement.
- D.34) SUCCESSORS AND ASSIGNS: This Funding Agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Funding Agreement or any part thereof, rights hereunder, or interest herein by the Funding Recipient shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
- D.35) TERMINATION BY FUNDING RECIPIENT: Subject to State approval which may be reasonably withheld, Funding Recipient may terminate this Agreement and be relieved of contractual obligations. In doing so, Funding Recipient must provide a reason(s) for termination. Funding Recipient must submit all progress reports summarizing accomplishments up until termination date.
- D.36) TERMINATION FOR CAUSE: Subject to the right to cure under Paragraph 14 (Default Provisions), the State may terminate this Funding Agreement and be relieved of any payments should Funding Recipient fail to perform the requirements of this Funding Agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 14 (Default Provisions).
- D.37) TERMINATION WITHOUT CAUSE: The State may terminate this Agreement without cause on 30 calendar days advance written notice. The Funding Recipient shall be reimbursed for all reasonable expenses incurred up to the date of termination.
- D.38) THIRD PARTY BENEFICIARIES: The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.
- D.39) TIMELINESS: Time is of the essence in this Funding Agreement.
- D.40) UNION ORGANIZING: Funding Recipient, by signing this Funding Agreement, hereby acknowledges the applicability of California Government Code sections 16645 through 16649 to this Funding Agreement. Furthermore, Funding Recipient, by signing this Funding Agreement, hereby certifies that:
- No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
 - Funding Recipient shall account for State funds disbursed for a specific expenditure by this Funding Agreement to show those funds were allocated to that expenditure.
 - Funding Recipient shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- If Funding Recipient makes expenditures to assist, promote, or deter union organizing, Funding Recipient will maintain records sufficient to show that no State funds were used for those expenditures and that Funding Recipient shall provide those records to the Attorney General upon request.
- D.41) VENUE: The State and the Funding Recipient hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Funding Recipient hereby waives any existing sovereign immunity for the purposes of this Agreement.
- D.42) WAIVER OF RIGHTS: None of the provisions of this Funding Agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Funding Agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Funding Agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

Exhibit E

AUTHORIZING RESOLUTION ACCEPTING FUNDS TEMPLATE

RESOLUTION NO. 17-016

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CONTRA COSTA
WATER DISTRICT AUTHORIZING FUNDING APPLICATION FOR
PROPOSITION 1 WATER STORAGE INVESTMENT PROGRAM AND
EXECUTION OF A FUNDING AGREEMENT WITH THE CALIFORNIA WATER
COMMISSION FOR THE LOS VAQUEROS RESERVOIR EXPANSION PROJECT**

WHEREAS, Chapter 8 Statewide Water System Operational Improvement and Drought Preparedness of Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Division 26.7 of the Public Resources Code, commencing with Section 79750), authorized the Legislature to continuously appropriate the sum of \$2,700,000,000 to the California Water Commission for public benefits associated with water storage projects; and

WHEREAS, the California Water Commission is responsible for the administration of water storage funding under Proposition 1, and is soliciting applications under the Water Storage Investment Program pursuant to Title 23, Division 7, Chapter 1 of the California Code of Regulations; and

WHEREAS, the maximum funding amount available per project is subject to a 50 percent funding match of the total capital costs to be paid for with non-state funds; and

WHEREAS, the Contra Costa Water District constructed the original Los Vaqueros Reservoir with a capacity of 100,000 acre-feet in 1998 and constructed the Phase 1 expansion to 160,000 acre-feet in 2012 to provide water quality, drought supply, emergency supply, and Delta ecosystem benefits; and

WHEREAS, Proposition 1 requires that benefits available to a party shall be consistent with that party's share of total project costs; and

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WHEREAS, in 2003 the Contra Costa Water District adopted Resolution No. 03-24 that included Board Principles for participation in the expansion of Los Vaqueros Reservoir and included a commitment to the principle the project beneficiaries pay for the benefits received; and

WHEREAS, the Contra Costa Water District and the eleven other local agencies participating in the planning phase of the Los Vaqueros Reservoir Expansion Project including Alameda County Water District, Bay Area Water Supply and Conservation Agency, Byron-Bethany Irrigation District, City of Brentwood, Grassland Water District, East Bay Municipal Utility District, East Contra Costa Irrigation District, San Francisco Public Utilities Commission, San Luis & Delta-Mendota Water Authority, Santa Clara Valley Water District, and Zone 7 Water Agency are all signatories to the Memorandum of Understanding regarding CALFED Bay-Delta Program Studies on the Expansion of Los Vaqueros Reservoir and have all submitted letters of support for submittal of the funding application to the California Water Commission; and

WHEREAS, the Contra Costa Water District and the eleven participating local agencies have executed Cost Share Agreements for the planning phase of the Los Vaqueros Reservoir Expansion Project and these agreements include a commitment to develop project alternatives that are consistent with the "beneficiaries pay" principle; and

WHEREAS, funding application procedures established by the California Water Commission require applicants to provide a copy of a resolution adopted by the applicant's governing body designating an authorized representative to file an application and enter into a funding agreement to receive state funding; and

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WHEREAS, the Los Vaqueros Reservoir Expansion Project, as a surface storage project identified in the CALFED Bay-Delta Program Record of Decision, dated August 28, 2000, meets the eligibility criteria for funding under the Water Storage Investment Program; and

WHEREAS, the Los Vaqueros Reservoir Expansion Project, as demonstrated in the Draft Supplement to the Final Environmental Impact Study/Environmental Impact Report for the Project dated June 2017 ("Draft Supplement to the FEIS/EIR"), provides measurable improvements to the Delta ecosystem or to the tributaries to the Delta; and

WHEREAS, the Los Vaqueros Reservoir Expansion Project, as demonstrated in the Draft Supplement to the FEIS/EIR, provides ecosystem improvements that are at least 50 percent of total public benefits of the Project; and

WHEREAS, Contra Costa Water District has agreed to submit a funding application for Proposition 1 storage funds on behalf of the eleven participating local agencies,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of Contra Costa Water District that the General Manager, or his designee, is hereby authorized to prepare and submit an application to the California Water Commission to obtain 2017 Water Storage Investment Program funding pursuant to Title 23, Division 7, Chapter 1 of the California Code of Regulations, and to enter into an agreement with the California Water Commission to receive funding for the Los Vaqueros Reservoir Expansion Project.

BE IT FURTHER RESOLVED by the Board of Directors of Contra Costa Water District that the General Manager, or his designee, is hereby authorized and directed to prepare the

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necessary data, conduct investigations, submit an application for funding, execute a funding agreement and any amendments thereto as consistent with all future Board actions regarding the Los Vaqueros Reservoir Expansion Project, sign invoices with the California Water Commission, and to execute and submit all other documents, which may be necessary to obtain 2017 Water Storage Investment Program funding for the Los Vaqueros Reservoir Expansion Project.

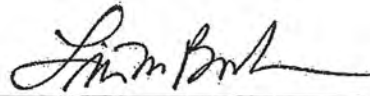
The foregoing Resolution was duly and regularly adopted at a meeting held on the 19th day of July 2017, by the Board of Directors of the Contra Costa Water District by the following vote:

AYES: Avila, Boatman, Borba, Burgh, Holdaway

NOES:

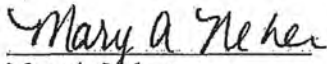
ABSTAIN:

ABSENT:



Lisa M. Borba, President

ATTEST:



Mary A. Neher
Mary A. Neher
District Secretary

Exhibit F

REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

PROGRESS REPORTS

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A (Work Plan):

- Estimate of percent complete
- Discussion of work accomplished during the reporting period
- Milestones or deliverables completed/submitted during the reporting period
- Meetings held or attended
- Scheduling concerns and issues encountered that may delay completion of the task
- Work anticipated for the next reporting period
- Estimated reimbursable costs for the next reporting period

PROJECT COMPLETION REPORT

Provide a report summarizing the following:

- Summary of deliverables as identified in scope of work
- Summary of expenditures
- Permits obtained and date of approval

Exhibit G

STATE AUDIT DOCUMENT REQUIREMENTS

The following provides a list of documents typically required by State Auditors and general guidelines for Funding Recipients. List of documents pertains to both State funding and Funding Recipient's Non-Program Cost Share and details the documents/records that State Auditors would need to review in the event of this Funding Agreement is audited. Funding Recipients should ensure that such records are maintained for each funded project.

Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
 - a) Receipts and deposits
 - b) Disbursements
 - c) State reimbursement requests
 - d) Expenditure tracking of State funds
 - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Funding Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, other funds, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Funding Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Funding Agreement budget line items.
3. Reimbursement requests submitted to the State for the Funding Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the Program or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Funding Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Funding Agreement related correspondence.

Exhibit H

Land Access and Acquisition Requirements

This exhibit provides direction and guidance regarding the supporting documentation that is necessary for disbursement of State funds for eligible costs related to the land access and acquisition.

K.1 **Appraisal Specifications:** For property acquisitions funded this Funding Agreement, the Funding Recipient must submit an appraisal for review and approval by the Department of General Services or DWR's Real Estate Branch prior to reimbursement or depositing State funds into an escrow account. All appraisal reports, regardless of report format, must include all applicable Appraisal Specifications below. Appraisals for a total compensation of \$150,000 or more shall be reported as a Self-Contained Appraisal Report. Appraisals for a total compensation of less than \$150,000 may be reported as a Summary Appraisal Report, which includes all information necessary to arrive at the appraiser's conclusion. Appraisal Specifications 14, 16, 21, 23-25, and 28 shall be narrative analysis regardless of the reporting format.

- 1) Title page with sufficient identification of appraisal assignment.
- 2) Letter of transmittal summarizing important assumptions and conclusions, value estimate, date of value and date of report.
- 3) Table of contents.
- 4) Assumptions and Limiting Conditions, Extraordinary Assumptions, and Hypothetical Conditions as needed.
- 5) Description of the scope of work, including the extent of data collection and limitations, if any, in obtaining relevant data.
- 6) Definition of Fair Market Value, as defined by Code of Civil Procedure, section 1263.320.
- 7) Photographs of subject property and comparable data, including significant physical features and the interior of structural improvements, if applicable.
- 8) Copies of Tax Assessor's plat map with the subject marked along with all contiguous assessor's parcels that depict the ownership.
- 9) A legal description of the subject property, if available.
- 10) For large, remote or inaccessible parcels, provide aerial photographs or topographical maps depicting the subject boundaries.
- 11) Three-year subject property history, including sales, listings, leases, options, zoning, applications for permits, or other documents or facts that might indicate or affect use or value.
- 12) Discussion of any current Agreement of Sale, option, or listing of subject property. This issue required increased diligence since state agencies often utilize non-profit organizations to quickly acquire sensitive-habitat parcels using Option Agreements. However, due to confidentiality clauses, the terms of the Option are often not disclosed to the state. If the appraiser discovers evidence of an Option or the possible existence of an Option, and the terms cannot be disclosed due to a confidentiality clause, then the appraiser is to cease work and contact the client.
- 13) Regional, area, and neighborhood analyses. This information may be presented in a summary format.
- 14) Market conditions and trends including identification of the relevant market area, a discussion of supply and demand within the relevant market area, and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area. This information may be presented in a summary format.
- 15) Discussion of subject land/site characteristics (size, topography, current use, elevations, zoning and land use issues, development entitlements, General Plan designation, utilities, offsite improvements, access, land features such as levees and creeks, offsite improvements, easements and encumbrances, covenants, conditions and restrictions, flood and earthquake information, toxic hazards, water rights, mineral rights, toxic hazards, taxes and assessments, etc.).

- 16) Description of subject improvements including all structures, square footage, physical age, type of construction, quality of construction, condition of improvements and/or identification of any permanent plantings. Discussion of construction cost methodology, costs included and excluded, accrued depreciation from all causes, remaining economic life, items of deferred maintenance and cost to cure, and incurable items. Construction cost data must include cost data source, date of estimate or date of publication of cost manual, section and page reference of cost manual, copies of cost estimate if provided from another source, replacement or reproduction cost method used, and supporting calculations including worksheets or spreadsheets.
- 17) Subject property leasing and operating cost history, including all items of income and expense.
- 18) Analysis and conclusion of the larger parcel for partial taking appraisals. For partial taking appraisals, Appraisal Specifications generally apply to the larger parcel rather than an ownership where the larger parcel is not the entire ownership.
- 19) Include a copy of a recent preliminary title report (within the past year) as an appraisal exhibit. Discuss the title exceptions and analyze the effect of title exceptions on fair market value.
- 20) For appraisals of partial takings or easements, a detailed description of the taking or easement area including surface features and topography, easements, encumbrances or improvements including levees within the subject partial take or easement, and whether the take area is characteristic of the larger parcel. Any characteristics of the taking area, including existing pre-project levees that render the take area different from the larger parcel must be addressed in the valuation.
- 21) Opinion of highest and best use for the subject property, based on an in depth analysis supporting the concluded use which includes the detail required by the complexity of the analysis. Such support typically requires a discussion of the four criteria of tests utilized to determine the highest and best use of a property. If alternative feasible uses exist, explain and support market, development, cash flow, and risk factors leading to an ultimate highest and best use decision.
- 22) All approaches to market value applicable to the property type and in the subject market. Explain and support the exclusion of any usual approaches to value.
- 23) Map(s) showing all comparable properties in relation to the subject property.
- 24) Photographs and plat maps of comparable properties.
- 25) In depth discussion of comparable properties, similarities and differences compared to the subject, adjustments to the comparable data, and discussion of the reliability and credibility of the data as it relates to the indicated subject property value. Improved comparable sales which are used to compare to vacant land subject properties must include an allocation between land and improvements, using methodology similar to methodology used in item 16 above to estimate improvement value when possible, with an explanation of the methodology used.
- 26) Comparable data sheets.
 - i) For sales, include information on grantor/grantee, sale/recordation dates, listed or asking price as of the date of sale, highest and best use, financing, conditions of sale, buyer motivation, sufficient location information (street address, post mile, and/or distance from local landmarks such as bridges, road intersections, structures, etc.), land/site characteristics, improvements, source of any allocation of sale price between land and improvements, and confirming source.
 - ii) For listings, also include marketing time from list date to effective date of the appraisal, original list price, changes in list price, broker feedback, if available.
 - iii) For leases, include significant information such as lessor/lessee, lease date and term, type of lease, rent and escalation, expenses, size of space leased, tenant improvement allowance, concessions, use restrictions, options, and confirming source. When comparing improved sales to a vacant land subject, the contributory value of the improvements must be segregated from the land value.
- 27) For appraisals of easements, a before and after analysis of the burden of the easement on the fee, with attention to how the easement affects highest and best use in the after condition. An Easement

Valuation Matrix or generalized easement valuation references may be used ONLY as a reference for a secondary basis of value.

- 28) For partial taking and easement appraisals, valuation of the remainder in the after condition and analysis and identification of any change in highest and best use or other characteristics in the after condition, to establish severance damages to the remainder in the after condition, and a discussion of special and general benefits, and cost to cure damages or construction contract work.
- 29) There are occasions where properties involve water rights, minerals, or salable timber that require separate valuations. If an appraisal assignment includes water rights, minerals, or merchantable timber that requires separate valuation, the valuation of the water rights, minerals, or merchantable timber must be completed by a credentialed subject matter specialist.
- 30) For partial taking and easement appraisals, presentation of the valuation in California partial taking acquisition required format.
- 31) Implied dedication statement.
- 32) Reconciliation and final value estimate. Include analysis and comparison of the comparable sales to the subject, and explain and support conclusions reached.
- 33) Discussion of any departures taken in the development of the appraisal.
- 34) Signed Certification consistent with the language found in Uniform Standards of Professional Appraisal Practice.
- 35) If applicable, in addition to the above, appraisals of telecommunication sites must also provide:
 - i) A discussion of market conditions and trends including identification of the relevant market, a discussion of supply and demand within the relevant market area and a discussion of the relevant market factors impacting demand for site acquisition and leasing within the relevant market area.
 - ii) An analysis of other (ground and vault) leases comparable to subject property. Factors to be discussed in the analysis include the latitude, longitude, type of tower, tower height, number of rack spaces, number of racks occupied, placement of racks, power source and adequacy, back-up power, vault and site improvements description and location on site, other utilities; access, and road maintenance costs.

K.2 Escrow Processing and Closure: The Funding Recipient must provide the following documents to the State Project Representative during the escrow process. Property acquisition escrow documents must be submitted within the term of this Funding Agreement and after a qualified appraisal has been approved.

- a. Name and Address of Title Company Handling the Escrow
- b. Escrow Number
- c. Name of Escrow Officer
- d. Escrow Officer's Phone Number
- e. Dollar Amount Needed to Close Escrow
- f. Legal Description of Property Being Acquired
- g. Assessor's Parcel Number(s) of Property Being Acquired
- h. Copy of Title Insurance Report
- i. Entity Taking Title as Named Insured on Title Insurance Policy
- j. Copy of Escrow Instructions in Draft Form Prior to Recording for Review Purposes
- k. Copy of Final Escrow Instructions
- l. Verification that all Encumbrances (Liens, Back Taxes, and Similar Obligations) have been Cleared Prior to Recording the Deed to Transfer Title

- m. Copy of Deed for Review Purposes Prior to Recording
- n. Copy of Deed as Recorded in County Recorder's Office
- o. Copy of Escrow Closure Notice

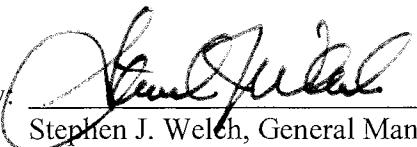
Contract # 18-033
BOD Date 9-2-2020
Executed 9-25-2020

**AMENDMENT NO. 2
TO
CONSULTING SERVICES AGREEMENT
BETWEEN CONTRA COSTA WATER DISTRICT
AND CLEAN ENERGY CAPITAL SECURITIES LLC**


The Consulting Services Agreement as executed June 4, 2018 and amended December 7, 2018, between the Contra Costa Water District ("District") and Clean Energy Capital Securities LLC ("Consultant") shall be amended as follows:

1. Section 1 - The Agreement - Scope of Work - the Scope of Work shall be amended to include the additional services set forth in Attachment A-2 attached hereto and incorporated herein.
2. Section 2 - Time of Performance - time of performance is extended through December 31, 2021.
3. Section 3 - Payment - Agreement shall be amended in the amount of \$400,000 for a new total not to exceed \$1,350,000. The fees and costs set forth on the attached Table B-2, Summary of Project Costs, represent the maximum amount that the District will pay for the services described in the Scope of Work for each respective task, Subject only to the District's right to move funds from one task to another by so directing in writing.

Except as specified above, all provisions of the Agreement as amended on December 7, 2018 between District and Consultant shall remain in full force and effect.

Approved by: 
Stephen J. Welch, General Manager
Contra Costa Water District

Date: 9/25/20

Accepted by: 
David Moore, Managing Director
Clean Energy Capital Securities

Date: September 21, 2020

Approved as to Form:

N/A

By: _____
District Legal Counsel

Attachment A-2

Amendment to Scope of Work

Los Vaqueros Reservoir Expansion Project

Consultant: Clean Energy Capital Securities

Task 1 – Project Management

CEC will manage the scope, schedule, and budget and track project progress through regular reports and meetings as required. CEC will support CCWD and the Local Agency Partners in the formation of a Joint Powers Authority including support of governance agreement development and in the drafting of the service agreements.

Task 3 – Engineering Feasibility

Update the Proforma Financial Model in response to comments by the District and the LAPs and incorporation of updated operations and cost information as available. Support development of the final Project term sheet. Develop a Plan of Finance describing the proposed financing structure and key assumptions to support ongoing partnership discussions.

Table B-2
Summary of Project Costs
Los Vaqueros Reservoir Expansion Project
Consultant: Clean Energy Capital Securities

Amendment No. 1 Task Budgets:

Task No.	Description	Total Cost
1	Project Management	\$100,000
3	Engineering Feasibility	\$300,000
	Total	\$400,000

Previously Authorized Budget Amount	\$950,000
Total Amendment No. 2 Additional Authorized Budget Amount	\$400,000
Revised Total Contract Amount Not to Exceed	\$1,350,000

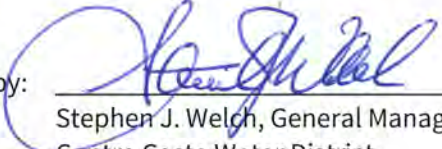
Contract # 18-033
BOD Date 09-01-2021
Executed 09-22-2021

**AMENDMENT NO. 3
TO
CONSULTING SERVICES AGREEMENT
BETWEEN CONTRA COSTA WATER DISTRICT
AND CLEAN ENERGY CAPITAL SECURITIES LLC**


The Consulting Services Agreement as executed June 4, 2018 and amended December 7, 2018, and September 25, 2020 between the Contra Costa Water District ("District") and Clean Energy Capital Securities LLC ("Consultant") shall be amended as follows:

1. Section 1 - The Agreement - Scope of Work - the Scope of Work shall be amended to include the additional services set forth in Attachment A-3 attached hereto and incorporated herein.
2. Section 2 - Time of Performance - time of performance is extended through December 31, 2022.
3. Section 3 - Payment - Agreement shall be amended in the amount of \$350,000 for a new total not to exceed \$1,700,000. The fees and costs set forth on the attached Table B-3, Summary of Project Costs, represent the maximum amount that the District will pay for the services described in the Scope of Work for each respective task, Subject only to the District's right to move funds from one task to another by so directing in writing.

Except as specified above, all provisions of the Agreement as amended on December 7, 2018 between District and Consultant shall remain in full force and effect.

Approved by: 
Stephen J. Welch, General Manager
Contra Costa Water District

Date: 9/22/21

Accepted by: 
David Moore, Managing Director
Clean Energy Capital Securities

Date: September 10, 2021

Approved as to Form:

By: N/A
District Legal Counsel

Attachment A-3

**Amendment to Scope of Work
Los Vaqueros Reservoir Expansion Project
Consultant: Clean Energy Capital Securities**

Task 1 – Project Management

CEC will manage the scope, schedule, and budget and track project progress through regular reports and meetings as required. CEC will support CCWD and the Local Agency Partners in the drafting of the service agreements.

Task 3 – Engineering Feasibility

Update the Proforma Financial Model in response to comments by the District and the LAPs and incorporation of updated operations and cost information as available. Support development of the final Project term sheet. Develop a Plan of Finance describing the proposed financing structure and key assumptions to support ongoing partnership discussions.

Table B-3

**Summary of Project Costs
Los Vaqueros Reservoir Expansion Project
Consultant: Clean Energy Capital Securities**

Amendment No. 3 Task Budgets:

Task No.	Description	Total Cost
1	Project Management	\$100,000
3	Engineering Feasibility	\$250,000
	Total	\$350,000

Previously Authorized Budget Amount	\$1,350,000
Total Amendment No. 3 Additional Authorized Budget Amount	\$350,000
Revised Total Contract Amount Not to Exceed	\$1,700,000

ITEM 1.4: DRAFT TREASURER’S REPORT – MONTH ENDED MAY 31, 2023

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

The draft Treasurer’s Report for May 2023 will be presented for the Committee’s review and discussion.

ALTERNATIVES:

For discussion purposes

FISCAL ANALYSIS:

None

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Draft Treasurer’s Report for May 2023



JUNE 29, 2023

UPCOMING ACTIVITIES

July 11 at 7:30 a.m. – Finance Committee Meeting via Zoom (Rescheduled from June)

July (TBD) – Finance workgroup and subgroup meetings (Draft Term sheet and Service Agreement Development)

July 27 at 1:00 p.m. – Finance Committee Meeting via Zoom

Finance Committee Members:

Chair: Anthea Hansen, SLDMWA

Vice-Chair: Paul Sethy, ACWD

Rebecca Eisenberg, SCVWD

Michael Tognolini, EBMUD

ACRONYM KEY

ACWD – Alameda County Water District

CCWD – Contra Costa Water District

CWC – California Water Commission

EBMUD – East Bay Municipal Utility District

LAP – Local Agency Partners

MPA – Multi-party Cost Share Agreement

SCVWD – Santa Clara Valley Water District (Valley Water)

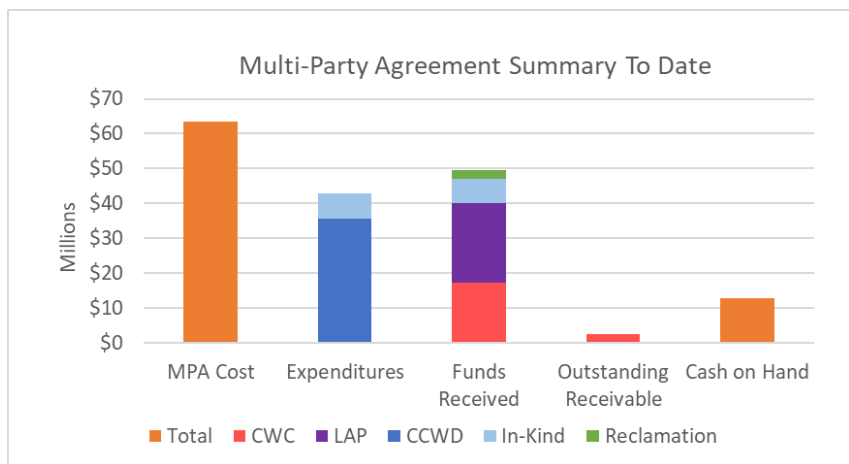
SLDMWA – San Luis & Delta-Mendota Water Authority

DRAFT TREASURER’S MONTHLY REPORT

MULTI-PARTY AGREEMENT STATUS

Amendment No. 5 to the Multi-party Cost Share Agreement (MPA) was executed by the JPA and CCWD and will be routed electronically to each JPA Member following their approval. The first invoice of \$619,500 per agency will be sent to JPA Member agencies in September.

The following chart provides an overview of the MPA expenditures through May 31, 2023 in addition to in-kind services, funds received, outstanding receivable, and cash on hand. All LAPs remain in good standing and the Project cash on hand remains positive.



MPA Summary to Date:

MPA Cost: \$63,437,864 (total through Amendment No. 4)

Expenditures:

CCWD: \$35,766,166 (includes consultants and legal services)

In-kind: \$7,157,326 (LAPs and Reclamation)

Total: \$42,923,492

Funds Received:

CWC: \$17,171,120

Reclamation: \$2,420,227

LAP: \$22,853,077 (cash contributions)

In-kind: \$7,157,326 (LAPs and Reclamation)

Total: \$49,601,749

Outstanding Receivable:

CWC: \$2,610,577 (invoices and retention)

Reclamation: \$0

LAP: \$0

Cash on Hand: \$12,700,780

FEDERAL FUNDING STATUS

A total of \$82 million was allocated to the Project in the Bipartisan Infrastructure Law FY22 Spend Plan and Reclamation recommended \$18 million of Water Infrastructure Improvements for the Nation (WIIN) Act to be allocated in FY23. Previous awards of Federal funding during FY21 and FY22 include \$10 million in pre-construction funding and \$54 million in construction funding. CCWD executed an assistance agreement with Reclamation for a total of \$7.2 million in federal funding for permitting, design, and other pre-construction activities and Reclamation has paid the first two invoices. Staff are working with Reclamation to develop an amendment to allocate approximately \$800,000 in additional pre-construction funding.

Future Federal funding requests include the remainder of the requested federal share of 21 percent of the total project cost (approximately \$49 million).

STATE FUNDING STATUS

The Project qualified for funding under the Water Storage Investment Program and received an adjusted Maximum Conditional Eligibility Determination of \$477,558,343 from the California Water Commission (CWC) on March 16, 2022. This amount reflects an additional inflation adjustment of 1.5 percent and an increase in over \$7 million from the previous award.

The Early Funding Agreement with the CWC provides for a cost share of 50 percent of eligible costs during pre-construction. An amendment was executed in November 2022 that extends the agreement through December 31, 2023 and included \$927,917 in additional early funding that is now available as a result of the inflation adjustments to the total award amount. The summary below reflects the Total Budget and other budget status information of the amended Early Funding Agreement.

Early Funding Agreement Summary to Date:

Total Budget:	\$47,755,834
Total Program Funding:	\$23,877,917 (50% cost share)
Total Billed To Date:	\$39,977,079 (84% spent to date)
Total Amount Remaining:	\$7,778,755
Total Retention To Date:	\$261,058
Outstanding Invoices:	\$2,349,519