



**LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY  
AGENDA**

Regular Meeting of the Board of Directors  
July 12, 2023 – 9:30 a.m.

To be held at:

**ZONE 7 WATER AGENCY**

100 North Canyons Parkway

Livermore, CA 94551

Call-In Number: (888) 363-4734, Access Code 9187242

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In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available at the Zone 7 Administrative Building lot. If you are a person with a disability and you need disability-related modifications or accommodations to participate in this meeting, please contact the Authority's Clerk at [rperea@lagerlof.com](mailto:rperea@lagerlof.com). Notification at least 48 hours prior to the meeting will enable the Authority to make reasonable arrangements to ensure accessibility to this meeting. {28 CFR 35.102-35, 104 ADA Title II}.

Members of the public may submit written comments to the Clerk by 4:00 p.m. on the 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. Materials related to items on this Agenda are available for public review at: [www.losvaquerosjpa.com/board-meetings](http://www.losvaquerosjpa.com/board-meetings). Each item on the Agenda shall be deemed to include any appropriate motion, resolution, or ordinance, to take action on any item. Members of the public will be disconnected from the meeting prior to any Closed Session, if applicable.

**CALL TO ORDER**

**PLEDGE OF ALLEGIANCE**

**ROLL CALL OF DIRECTORS**

Angela Ramirez Holmes, Chair, Zone 7 Water Agency

Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority

Ellen Wehr, Secretary, Grassland Water District  
Paul Sethy, Treasurer, Alameda County Water District  
Ernesto Avila, Director, Contra Costa Water District  
Michael Tognolini, Director, East Bay Municipal Utility District  
Dennis Herrera, Director, San Francisco Public Utilities Commission  
Rebecca Eisenberg, Director, Santa Clara Valley Water District  
TBD, Director – Ex Officio - Department of Water Resources

### **ALTERNATE DIRECTORS**

Jonathan Wunderlich, Alternate Director, Alameda County Water District  
Antonio Martinez, Alternate Director, Contra Costa Water District  
Lesla McIntosh, Alternate Director, East Bay Municipal Utility District  
Ricardo Ortega, Alternate Director, Grassland Water District  
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission  
Jose Gutierrez, Alternate Director, San Luis & Delta-Mendota Water Authority  
Richard Santos, Alternate Director, Santa Clara Valley Water District  
Sandy Figuers, Alternate Director, Zone 7 Water Agency  
TBD, Alternate Director – Ex Officio, Department of Water Resources

### **PUBLIC COMMENT ON NON-AGENDA ITEMS**

*Any member of the public wishing to address the Board of Directors regarding items not on the Agenda should do so at this time. The Board 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.*

### **CONSENT CALENDAR**

- 1.1 Approval of Minutes from June 14, 2023 Board of Directors Meeting**
- 1.2 Treasurer’s Report – Month Ended May 31, 2023**
- 1.3 Approval of Amendment to Standard Services Agreement with Clean Energy Capital Securities, LLC for FY 2024**

### **ACTION ITEMS**

- 2.1 Adoption of Resolution No. 7-23-01 Establishing Audit Policy**
- 2.2 Consideration and Possible Action on Clean Energy Capital Securities, LLC Invoices and/or Possible Further Amendment to Standard Services Agreement**
- 2.3 Support of Senator Feinstein’s STREAM Act (S. 2162)**
- 2.4 Consideration and Possible Approval of Resolution No. 7-23-02 In Appreciation of Service of Marguerite Patil**

## **DISCUSSION ITEMS**

- 3.1 Program Management Update**
- 3.2 California Water Commission (CWC) Water Storage Investment Program (WSIP) Process and Contract for Administration of Public Benefits (CAPB) Update**

## **FUTURE AGENDA ITEMS**

## **REPORTS**

- 4.1 Directors**
- 4.2 Executive Director**
  - 4.2.1 June Activities**
  - 4.2.2 Federal Relations Update**
- 4.3 General Counsel**
- 4.4 Board Policy and Action Calendar**
- 4.5 Committee Meeting Summaries**

## **ADJOURNMENT**

**CONSENT CALENDAR**

**ITEM 1.1: APPROVAL OF MINUTES FROM JUNE 14, 2023 BOARD OF DIRECTORS MEETING**

**RESPONSIBLE/LEAD STAFF MEMBER:**

James Ciampa, General Counsel

**RECOMMENDATION:**

That the Authority's Board of Directors approve the attached minutes from the June 14, 2023 Board of Directors meeting.

**DISCUSSION:**

The Assistant Clerk, General Counsel and Executive Director have prepared the attached draft minutes from the June 14, 2023 Board of Directors meeting.

**ALTERNATIVES:**

Any suggested revisions to the draft June 14, 2023 Board meeting minutes will be considered.

**FISCAL ANALYSIS:**

Not applicable

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable

**EXHIBITS/ATTACHMENTS:**

Draft minutes from June 14, 2023 Board of Directors meeting.





## **LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY**

### **MINUTES**

Regular Meeting of the Board of Directors

June 14, 2023 – 9:30 a.m.

Held at: **ZONE 7 WATER AGENCY**

100 North Canyons Parkway, Livermore, CA 94551

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**CALL TO ORDER** – Chair Angela Ramirez Holmes called the meeting to order at 9:30 a.m.

\*NOTE: Chair Ramirez Holmes announced that Alternate Director Richard Santos is participating telephonically.

**PLEDGE OF ALLEGIANCE** - led by Chair Angela Ramirez Holmes

#### **ROLL CALL OF DIRECTORS**

Angela Ramirez Holmes, Chair, Zone 7 Water Agency

Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority

Ellen Wehr, Secretary, Grassland Water District

Paul Sethy, Treasurer, Alameda County Water District

Rebecca Eisenberg, Director, Santa Clara Valley Water District

#### **ALTERNATE DIRECTORS**

Jonathan Wunderlich, Alternate Director, Alameda County Water District

\*Jeff Quimby, Alternate Director, Contra Costa Water District

Jose Gutierrez, Alternate Director, San Luis & Delta-Mendota Water

Richard Santos, Alternate Director, Santa Clara Valley Water District

Sandy Figuers, Alternate Director, Zone 7 Water Agency

\*participated in place of absent Director; Alternate Director Quimby acted in place of Director Avila, who was absent.

#### **ABSENT**

Ernesto Avila, Director, Contra Costa Water District

Michael Tognolini, Director, East Bay Municipal Utility District

Dennis Herrera, Director, San Francisco Public Utilities Commission  
Lesla McIntosh, Alternate Director, East Bay Municipal Utility District  
Ricardo Ortega, Alternate Director, Grassland Water District  
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission  
Jose Gutierrez, Alternate Director, San Luis & Delta-Mendota Water Authority

**STAFF PRESENT**

Taryn Ravazzini, Executive Director  
James Ciampa, Lagerlof, LLP, General Counsel  
Marguerite Patil, Contra Costa Water District  
Maureen Martin, Contra Costa Water District  
William Lockwood, Clean Energy Capital Securities, LLC  
Chuck Gardner, Hallmark Group, Program Manager  
Jessica Alwan, Hallmark Group, Deputy Program Manager  
Maddy Benner, Hallmark Group, Project Coordinator  
Ibrahim Khadam, Khadam Consulting, Agreements Manager  
MJ Brown, RGS, Assistant Board Clerk

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

None.

**CONSENT CALENDAR**

**1.1 Approval of Amended Minutes from May 19, 2023 Board of Directors Meeting**

**1.2 Treasurer’s Report – Month Ended April 30, 2023**

Chair Ramirez Holmes requested Item 1.1 be pulled and heard under separate motion.

Upon motion by Director Eisenberg, seconded by Secretary Wehr, the Consent Calendar consisting of Item 1.2, was approved by the following roll call vote:

AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency  
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority  
Ellen Wehr, Secretary, Grassland Water District  
Paul Sethy, Treasurer, Alameda County Water District  
Rebecca Eisenberg, Director, Santa Clara Valley Water District  
Jeff Quimby, Alternate Director, Contra Costa Water District

NOES: None

The motion passed with a 6-0 vote.

Chair Ramirez Holmes requested changes to the minutes on Item 1.1 of the agenda to reflect the following correction: (1) that Vice Chair Hansen requested Item 1.1 be pulled and heard under the separate motion.

Upon motion by Secretary Wehr, seconded by Director Eisenberg, Item 1.1 of the Consent Calendar, as amended, was approved by the following roll call vote:

AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency  
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority  
Ellen Wehr, Secretary, Grassland Water District  
Paul Sethy, Treasurer, Alameda County Water District  
Rebecca Eisenberg, Director, Santa Clara Valley Water District  
Jeff Quimby, Alternate Director, Contra Costa Water District

NOES: None

The motion passed with a 6-0 vote.

## **ACTION ITEMS**

### **2.1 Approval of Fiscal Year 2022 Audit Report**

Executive Director Taryn Ravazzini stated the Authority's Board of Directors engaged Maze and Associates to conduct the Authority's Audit for Fiscal Year 2022 and she introduced Whitney Crockett, partner with Maze and Associates who presented the audit report.

Ms. Crockett presented the Authority's audit report, noting the auditor's opinion for Fiscal Year 2022 was clean or unmodified. Ms. Crockett further described the audit scope, and presented the Memorandum of Internal Control and required communications of which there were no issues.

Chair Ramirez Holmes noted that page 24 of the Independent Auditor's Report referred to management's discussion and analysis, but that discussion and analysis was not included in the Audit Report. Ms. Crockett stated it is not required for the basic financial statements to include that management discussion and analysis but that is required by the Governmental Accounting Standards Board and that is something they simply need to note in their opinion.

Alternate Director Wunderlich noted the management discussion and analysis may have been omitted due to the lack of activity that would ordinarily be presented in a management discussion and analysis. Chair Ramirez Holmes requested the addition of a statement noting that the management discussion and analysis is not provided as part of the audit. Executive Director Ravazzini stated she will further review this item and return to the Board with any necessary supplemental information.

Chair Ramirez Holmes called for public comment. Seeing no one come forward, she closed public comment.

Ms. Crockett stated omission of the management discussion analysis does not affect their audit opinion because it is considered supplementary information.

Upon motion by Director Eisenberg, seconded by Vice Chair Hansen, the Fiscal Year 2022 Audit Report was approved by the following roll call vote:

AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency  
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority  
Paul Sethy, Treasurer, Alameda County Water District  
Rebecca Eisenberg, Director, Santa Clara Valley Water District  
Jeff Quimby, Alternate Director, Contra Costa Water District

NOES: None

ABSTAIN: Ellen Wehr, Secretary, Grassland Water District

The motion passed with a 5-0-1 vote, with Secretary Wehr abstaining.

## **2.2 Approval of Amendment to Extend Contract with Lagerlof, LLP for General Counsel Services**

Executive Director Ravazzini summarized the action to amend the existing Authority contract for legal services with Lagerlof, LLP, which has been engaged since the inception of the Authority, with Jim Ciampa serving as the Authority's general counsel. This item would extend the existing contract through June 30, 2024, with no other changes.

Vice Chair Hansen asked if the service rates have increased since 2021 and whether any increases are anticipated between now and June 2024. General Counsel Ciampa, stated there has not been any rate increases since the inception of the agreement and no increases are proposed during Fiscal Year 2024.

Chair Ramirez Holmes called for public comment. Seeing no one come forward, she closed public comment.

Upon motion by Director Eisenberg, seconded by Treasurer Sethy, the Amendment to Extend Contract with Lagerlof, LLP for General Counsel Services, was approved by the following roll call vote:

AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency  
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority  
Ellen Wehr, Secretary, Grassland Water District  
Paul Sethy, Treasurer, Alameda County Water District  
Rebecca Eisenberg, Director, Santa Clara Valley Water District  
Jeff Quimby, Alternate Director, Contra Costa Water District

NOES: None

The motion passed with a 6-0 vote.

### **2.3 Approval of Amendment to Extend Contract with Clean Energy Capital Securities, LLC for Financial Consulting Services, Revise Scope of Work, and Increase Budget Authority for those Services**

Executive Director Ravazzini reported the Authority's existing contract with Clean Energy Capital Securities, LLC ("Clean Energy Capital") for financial consulting services will expire on June 30, 2023. The proposed draft contract amendment would extend the contract through June 30, 2024, would provide a revised scope of work to better accommodate anticipated work in this upcoming fiscal year and would include additional budget authorization related to the services Clean Energy Capital would provide.

The proposed amendment was brought to the Finance Committee at its May 25 meeting, and it was determined by the Committee that Clean Energy Capital is uniquely qualified to provide continuing financial advisory services for FY 2024.

Executive Director Ravazzini noted that within the last week, two issues have come to light related to Clean Energy Capital's work for the Authority. First, an outstanding invoice from services rendered between late August and December 2022, prior to the start of Clean Energy Capital's contract with the JPA is estimated at \$136,000.

Second, from January to June of 2023, the JPA anticipates out-of-scope work may exceed the not-to-exceed amount of the contract by approximately \$147,000. This out-of-scope work includes additional services Clean Energy Capital rendered for service agreement management and subgroup leadership roles, procuring banking services, and managing the RFP process for accounting services.

Executive Director Ravazzini noted management will implement the following safeguards, which have been added to the proposed contract amendment if the Board approves that amendment:

1. Including a provision that services for which an invoice is submitted more than 60 days after the date the services are rendered will not be compensated;
2. Requiring written authorization to add scope or increase funds;
3. Requiring notice when the contract has \$50,000 remaining; and
4. Requiring payment progress payment reports when those invoices are submitted, which is not reflected in the amendment but will be part of the invoice process.

The JPA has undertaken a significant amount of work over the last several months and appreciates Clean Energy Capital providing support. Because there was uncertainty anticipated during the budget development process, potential overages can be covered under existing contingency in the FY 2023 budget. The JPA can close out the FY 2023 under budget and without impacts to the Multi-Party Agreement Amendment No. 5.

Executive Director Ravazzini noted the following options for the Board:

1. The Board could approve the contract, as amended, and shown in the contract included in the packet. This is solely for extending the contract for one year for FY 2024. A downside to that is it does not cover the outstanding invoice amounts, which total approximately \$283,000 for work that has already been completed;
2. The Board could take no action and refer the matter to the Finance Committee. The Finance Committee has not received this new information on the unpaid invoices. The Finance Committee could review the proposed amendment considering the new expenditures and determine next steps and direction to staff as to a recommendation to be brought to the Board at the July meeting; or
3. Opt-out of retaining Clean Energy Capital for FY 2024 and go forward with a competitive RFP for these financial services. The Board and Finance Committee have recognized the need for financial consultant support, so pursuing a consultant, whether it is Clean Energy Capital or not, is a recommendation of staff.

Vice Chair Hansen noted the unpaid invoice cost is an additional 50% of the total contract and she questioned how that additional work was overlooked. She then mentioned an inconsistency in the term provision of the draft amendment.

General Counsel Ciampa stated there was a mix up of versions of the amendment, and the provision setting forth the term will be revised to read, "The term of this agreement shall terminate on June 30, 2024. Consultant shall complete all services covered by this agreement no later than June 30, 2024." A formatting issue at the end of the document will also be corrected in the final version of the amendment.

Vice Chair Hansen recommended adding a requirement for invoicing every 30 days and also noted that in the scope of work set forth on page 61 of the Board packet, under Section B, Compensation Structure, a Task 9 is listed, but Task 9 is not included in the scope. Executive Director Ravazzini said Task 9 was merged into Task 8 so staff will make that correction to delete the reference to Task 9.

Vice Chair Hansen referred to Tasks 1 and 5 relating to the Water Infrastructure Finance and Innovation Act ("WIFIA") not being proposed to be budgeted at this time, but scope 5 includes a task that says, "Finalize and execute WIFIA agreement." Executive Director Ravazzini agreed with that revision and stated the scope of work will be adjusted to delete that task for FY 2024.

Director Eisenberg stated it would be helpful to include a monthly cap on the amount the Authority is to pay each month and that the consultant cannot exceed that amount without prior written approval, including by email. She also requested a venue provision be added in the amendment.

Treasurer Sethy noted that although it is disappointing these issues with invoices showing up late have arisen, it does not mean Clean Energy Capital did not do the work and he stated they have performed exceptionally well in performing their duties for the Authority. He is pleased that in working through these issues, Clean Energy Capital will tighten up their invoicing for the continuing year of this contract.

Secretary Wehr asked who is leading the further development of the service agreements, including the working groups that might not be directly related to financial matters but are rather negotiations over the allocation of storage and conveyance. Executive Director Ravazzini stated that with the onboarding of the Program Manager, Clean Energy Capital will be pulled back from leading on service agreement development, once the transition is completed.

Chair Ramirez Holmes confirmed the contract for the unpaid invoice dating from August 2022 was with CCWD. She asked if the Authority approved that contract, and Executive Director Ravazzini said the contract was already in existence with CCWD. Chair Ramirez Holmes said she assumes in both cases there was a clause in the contract that said any additional work outside the scope would need a written agreement. General Counsel Ciampa confirmed that. Chair Ramirez Holmes asked if the Authority amended its contract for additional services. Executive Director Ravazzini said staff did not come before the Board and amend the contract, nor did she amend the contract. Chair Ramirez Holmes asked and confirmed both contracts had a not-to exceed-amount.

Chair Ramirez Holmes called for public comment. Seeing no one come forward, she closed public comment.

Chair Ramirez Holmes said as an elected Director and as Chair of the Authority, she has a fiduciary responsibility for financial oversight. She has concerns with the Authority covering a contract made by the CCWD Board of Directors where the Authority had no oversight and, thus, she is unsure why payment is the Authority's responsibility.

With respect to the Authority's contract, she commented that any additional work outside of the agreed scope needs to be undertaken through a signed agreement and there was no signed agreement for that additional work. She questioned how Clean Energy Capital could proceed with that out-of-scope work to the magnitude of \$147,000, with no signed agreement and expect that invoice to be paid.

Chair Ramirez Holmes is further concerned these matters are not transparent and the fact the problem has occurred twice in six months in an amount over \$300,000 is a red flag. She expressed her serious concerns, not with the work provided but with the business side, due to the fact Clean Energy Capital was doing work outside the scope and beyond the not-to-exceed amount.

Chair Ramirez Holmes suggested the Authority go out for a competitive bid to see if there are other consultants that can provide the necessary services. She is also open to sending this matter back to the Finance Committee to study and bring back in July. She noted she tallied the four changes made verbally to this contract at this meeting and stated it is not acceptable to vote on a contract with that many changes.

Director Eisenberg said one path forward is to negotiate with Clean Energy Capital. She thinks they do good work, and questioned if CCWD has some responsibility for the 2022 invoice amount.



Chair Ramirez Holmes emphasized that the action before the Authority is renewing the contract. She was not sure they have enough information today to make decisions on the outstanding issues; however, the Board can refer the item to the Finance Committee.

Director Eisenberg requested refinement of the language regarding invoicing and payments and thinks both matters should be continued before approval of the amendment.

Treasurer Sethy shared the sentiments of the Chair as to the circumstances of what happened but would like the Board to be pragmatic. He suggested having the Executive Director resolve the situation with CCWD through either reimbursing them or paying directly. Otherwise, it may not be until August that the Authority will have another contract in place for the necessary services and that would result in a gap in those services, so he would encourage the Board to approve the amendment.

Vice Chair Hansen asked Executive Director Ravazzini if she sees any other options for resolving the issue of the two invoices, and said she wished they had a version of the contract amendment without so many edits. Executive Director Ravazzini appreciated the understanding of the requested corrections. When looking at the fact there is an outstanding invoice for a contract with CCWD, ultimately that payment would come back to the Authority in some way. Something to consider is potentially backdating the commencement of the Authority's contract from December 5 to August 25 in order to cover the outstanding invoice that related to the CCWD contract with Clean Energy Capital.

Chair Ramirez Holmes understood the consensus of the Board is to approve the contract amendment and suggested this item return to the Board on the Consent Calendar at the July 12 meeting in a cleaned-up version, and the two invoice issues be sent to the Finance Committee with the actual contracts and ask them to return to the Board with a recommendation to be considered at the July 12 meeting.

Chair Ramirez Holmes recommended that the Finance Committee provide the Board with a matrix of all contracts each month, what the contract amount was, how much has been expended, and what the not to exceed amount is.

Alternative Director Wunderlich said to the extent the Finance Committee recommends some level of payment of the two invoices, he asked and confirmed this would be handled as a separate item from the contract item.

Upon motion by Chair Ramirez Holmes, seconded by Director Eisenberg, to table the Clean Energy Capital contract amendment to the July Board meeting to be agendaized on Consent with revisions to reflect Board comments; to send the invoice issues to the Finance Committee with the complete contracts included and with the suggestion to return those matters to the Board for action, was approved by the following roll call vote:

AYES:           Angela Ramirez Holmes, Chair, Zone 7 Water Agency  
                  Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority  
                  Ellen Wehr, Secretary, Grassland Water District



Paul Sethy, Treasurer, Alameda County Water District  
Rebecca Eisenberg, Director, Santa Clara Valley Water District  
Jeff Quimby, Alternate Director, Contra Costa Water District

NOES: None

The motion passed with a 6-0 vote.

#### **2.4 Approval of Amendments to Independent Contractor Agreement with T. Ravazzini Consulting, LLC for Executive Director Services**

General Counsel Ciampa stated that at the April Board meeting the Board conducted the Executive Director's performance evaluation and the Board directed the Chair to meet with the Executive Director to discuss potential amendments to the independent contractor agreement with respect to the Executive Director's compensation. That meeting took place, and the recommendation is to increase the cap on the number of hours both for the base monthly amount, and for the cap for additional hours that could be worked by six hours in each of those situations. The staff report reflects those increases and respective caps as noted in the amendment.

Vice Chair Hansen asked for clarification between the monthly rates mentioned in the amendment and in the staff report. In the amendment, it states "Effective April 1<sup>st</sup> the monthly rate is \$31,175." She asked if this is not changing until July 1<sup>st</sup>. General Counsel Ciampa clarified this would be retroactive to April 1, 2023, so the \$31,175 takes into consideration is the increase of the 6 hours of the additional cap.

Vice Chair Hansen asked and confirmed Executive Director Ravazzini bills the JPA monthly and was amenable to changing the language in the contract to indicate she will bill the JPA monthly.

Chair Ramirez Holmes added that the JPA has not received invoices yet for April and May because Executive Director Ravazzini has been holding them because they would be retroactively adjusted based on the contract when they met.

General Counsel Ciampa commented that the contract does currently provide for monthly invoicing.

Chair Ramirez Holmes called for public comment. Seeing no one come forward, she closed public comment.

Upon motion by Director Eisenberg, seconded by Vice Chair Hansen, approval of amendments to Independent Contractor Agreement with T. Ravazzini Consulting, LLC for Executive Director Services, was approved by the following roll call vote:

AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency  
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority  
Ellen Wehr, Secretary, Grassland Water District  
Paul Sethy, Treasurer, Alameda County Water District

Rebecca Eisenberg, Director, Santa Clara Valley Water District  
Jeff Quimby, Alternate Director, Contra Costa Water District

NOES: None

The motion passed with a 6-0 vote.

## **2.5 Approval of Agreement with Eide Bailly, LLP for Accounting and Financial Management Services**

Executive Director Ravazzini reported she is pleased to hit a major milestone for the Authority as it furthers the transition of financial and administrative support from CCWD to the Authority.

Staff conducted an RFP for accounting services and received two responsive proposals and held interviews. The preferred candidate and the one that best fits the Authority's needs is Eide Bailly, LLP. Nick Rosas from Eide Bailly stated their offices are in Sacramento, and he was available to answer any questions.

Vice Chair Hansen confirmed Eide Bailly would invoice every 30 days. Mr. Rosas added they have procedures to initiate communication if a majority of the contract budget has been expended.

Vice Chair Hansen proposed amending Item 3 in the contract from saying "Consultant shall, at convenient intervals not more than frequently than monthly, submit itemized statements" to "Consultant shall submit itemized statements every 30 days."

Chair Ramirez Holmes called for public comment. Seeing no one come forward, she closed public comment.

Upon motion by Treasurer Sethy, seconded by Director Eisenberg, agreement with Eide Bailly, LLP for Accounting and Financial Management Services, as amended, to revise Item 3 from "Consultant shall, at convenient intervals not more frequently than monthly, submit itemized statements..." to "Consultant shall submit itemized statements every 30 days...", was approved by the following roll call vote:

AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency  
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority  
Ellen Wehr, Secretary, Grassland Water District  
Paul Sethy, Treasurer, Alameda County Water District  
Rebecca Eisenberg, Director, Santa Clara Valley Water District  
Jeff Quimby, Alternate Director, Contra Costa Water District

NOES: None

The motion passed with a 6-0 vote.

## 2.6 Adoption of Resolution No. 6-23-01 Approving Fiscal Year 2024 Budget

Executive Director Ravazzini presented the final version of the Authority’s Fiscal Year 2024 Budget, memorialized in Resolution No. 6-23-01 included in the Board packet.

At the request of Directors, the following details have been added:

- Details added to Table 2 in the Budget on page 107 of the packet. This includes External Affairs/Agency Negotiation Support services. Details have been added to clarify estimates of CCWD’s labor by facility, and CCWD uses of funds regarding labor charges to the Project.
- The Multi-Party Agreement Amendment No. 5 budget is aligned with the FY 2024 Budget. The Board has discretion over use of contingency for any expenditure over the Executive Director’s authority of \$50,000. The Finance Committee and Board previously had discussions about contingency, and the conservative approach of the Board has a contingency adjustment, increasing it from 10% to 17% for FY 2024 in lieu of funding reserves.
- There are two minor typos in the Budget Book which include a missing period on page 105 of the packet and a correction on page 102 correcting a “FY 2023” reference to be a “FY 2024” under the “FEDERAL FUNDING” paragraph.

Chair Ramirez Holmes thanked staff for their work on the budget. She asked and confirmed with Finance staff the additional allocation from the federal government is not included, which staff explained is due to timing of receipt of funds and the fiscal year.

Vice Chair Hansen asked that the word “become” on page 110 in the “Capital” paragraph, second sentence, be changed to “becomes.” She also referred to page 98 of the Budget Book and asked staff to make the two instances of construction work be made to read consistent and suggested adding the word “summer” on page 98.

Chair Ramirez Holmes called for public comment. Seeing no one come forward, she closed public comment.

Upon motion by Director Eisenberg, seconded by Vice Chair Hansen, adoption of Resolution No. 6-23-01 Approving Fiscal Year 2024 Budget, as amended, was approved by the following roll call vote:

AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency  
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority  
Paul Sethy, Treasurer, Alameda County Water District  
Rebecca Eisenberg, Director, Santa Clara Valley Water District  
Jeff Quimby, Alternate Director, Contra Costa Water District

NOES: None

ABSTAIN: Ellen Wehr, Secretary, Grassland Water District

The motion passed with a 5-0-1 vote, with Secretary Wehr abstaining.

## **2.7 Approval of Amendment No. 5 to Multi-Party Cost Share Agreement**

General Counsel Ciampa summarized the proposed Amendment No. 5 to the Multi-Party Cost Share Agreement, which has been discussed amongst the Board, Finance Committee, and Members and final revisions have been incorporated into this version. Primary changes are to extend the term, changes in roles and responsibilities of parties, namely CCWD and the Authority, updated scope of work relative to those changes in roles and responsibilities, changes in the financial component where the intent is that once the Service Agreement is in place, it will supersede the amended Multi-Party Agreement.

Role modifications reflect the financial transition from CCWD to the Authority. In connection with that, CCWD would be transferring a large portion of Fund 60 that it holds of approximately \$1,425,000 which would come to the Authority to be held for Authority expenses.

The amendment reflects \$8,673,000 to be paid by members, excluding Grassland Water District. This works out to \$1,239,000 per Member. Those amounts would be invoiced by the Authority: one invoice in September 2023 and the other in January 2024. There would be payments totaling \$5,826,000 to be paid to CCWD for the services it renders. Those payments would be made in November 2023 and March 2024.

The amendment was finalized on June 2, 2023, and has been distributed to the Members for their review. This amendment, like Amendment No. 4, is retroactive, meaning the amendment will go into place when approved by both the Authority and CCWD and will be retroactive to when the member agencies approve it, assuming the Board takes action.

Chair Ramirez Holmes asked and confirmed there were no questions from the Board.

Chair Ramirez Holmes called for public comment. Seeing no one come forward, she closed public comment.

Upon motion by Vice Chair Hansen, seconded by Director Eisenberg, Amendment No. 5 to Multi-Party Cost Share Agreement, was approved by the following roll call vote:

AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency  
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority  
Paul Sathy, Treasurer, Alameda County Water District  
Rebecca Eisenberg, Director, Santa Clara Valley Water District  
Jeff Quimby, Alternate Director, Contra Costa Water District

NOES: None

ABSTAIN: Ellen Wehr, Secretary, Grassland Water District

The motion passed with a 5-0-1 vote, with Secretary Wehr abstaining.

## **2.8 Consideration of Designation of Voting Representative for Association of California Water Agencies 2024-25 Election**

Executive Director Ravazzini reported on her attendance at the Association of California Water Agencies (ACWA) Board of Directors' meeting on June 2, 2023, where they voted to approve the Authority as a new member. ACWA will be conducting the election for its President and Vice President for the 2024/25 term in the coming months. All ACWA members must designate a voting representative for the upcoming election and if the designation form is not submitted by June 16th the default provision would apply and the agency's General Manager or Executive Director would be deemed to be the agency's voting representative.

Chair Ramirez Holmes called for public comment. Seeing no one come forward, she closed public comment.

Chair Ramirez Holmes recommended the Board designate the Executive Director as its voting representative.

Upon motion by Chair Ramirez Holmes, seconded by Director Eisenberg, Designation of Executive Director Ravazzini as Voting Representative for Association of California Water Agencies 2024-25 Election, was approved by the following roll call vote:

AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency  
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority  
Ellen Wehr, Secretary, Grassland Water District  
Paul Sethy, Treasurer, Alameda County Water District  
Rebecca Eisenberg, Director, Santa Clara Valley Water District  
Jeff Quimby, Alternate Director, Contra Costa Water District

NOES: None

The motion passed with a 6-0 vote.

## **DISCUSSION ITEMS**

### **3.1 Federal Relations Update**

Executive Director Ravazzini introduced Ibrahim Khadam of Khadam Consulting, to provide an initial update and report on federal issues, and Garrett Durst and Sara Tucker with Natural Resource Results will be adding to the federal relations report.

Mr. Khadam described the engagement since 2020 with the U.S. Bureau of Reclamation (Reclamation) on behalf of the Los Vaqueros Reservoir Expansion Project developing the federal feasibility study, work on getting details into the framework, and trying to ensure the Reclamation has a clear understanding of the outstanding Project issues and how to resolve them.

Mr. Khadam then provided a comprehensive presentation on the issue of federal benefits, Reclamation involvement, and questions regarding, 1) Delta surplus, 2) water rights concerning excess flows; 3) amendment needed for Reclamation water rights; 4) identifying Reclamation rules and the need for a contractual mechanism to move the water supplies through CCWD facilities, power use, how to pay for the O&M, and 5) that once water gets delivered from the Project into the California Aqueduct, another set of agreements is needed with DWR for use of their facilities to move these supplies.

He reported much recent progress has been made due to engagement from the Bureau of Reclamation Commissioner, the Regional Director, and staff, and they are hopeful they can get all issues resolved by the end of summer.

Mr. Khadam reported on the work being done towards a partnership agreement called the Benefits and Obligation Agreement, which is anticipated to be signed by March 2024. Right now, they are starting the process with Reclamation to request delegated authority from the Commissioner for the Region Office to start negotiating on those agreements.

Through productive leadership meetings, the team has gained consensus on how to proceed with the Record of Decision and the federal permits process in order to meet the schedule for the California Water Commission's final award hearing. Significant challenges were noted as related to the aquatic resources component under the federal Endangered Species Act (ESA) due to Reclamation's re-consultation of the CVP/SWP Long Term Operations. He further noted they have gained support from Reclamation and commitment from both staff and leadership to prioritize the Project.

Executive Director Ravazzini said the Authority's federal advocates, Natural Resource Results' Sara Tucker and Garrett Durst, are on the line to present an update on their efforts.

Ms. Tucker gave a brief summary of the meeting they had with Bureau of Reclamation Commissioner Camille Touton on June 1. She said there is a strong commitment to work closely to resolve some of the outstanding issues, and a commitment from the Commissioner's staff to continue working to secure ESA coverage for the Project's operations.

Mr. Durst then spoke about details on their outreach and advocacy with congressional representatives, their monthly check-in call with Members who have federal lobbyists, and coordination of efforts in their communications to Congress and federal agencies.

He described Senator Feinstein's circulation of a draft bill she calls "The STREAM Act" (Support to Rehydrate the Environment, Agriculture and Municipalities Act) which proposes to authorize \$750 million for surface and groundwater storage projects. The STREAM Act would allow the Project to possibly receive additional funds under the existing WIIN Act storage account rules. The bill creates a new process for funding storage projects and language in the bill allows projects that have received WIIN Act or infrastructure law dollars to be eligible to participate in the \$750 million of funding without being subject to the new rules under that bill. Further activities on that bill will take place throughout the summer.

Mr. Durst noted several members of Congress, led by Congressman Harder, requested a briefing from Commissioner Touton on the status and progress being made on the Los Vaqueros Expansion Project. They reached out to Congressman Harder's office and communicated the Authority's briefing with Commissioner Touton at her request. Mr. Durst described legislative language proposed by Congressman Harder which was geared to expedite Reclamation to issue a Record of Decision faster. He described this language as concerning and unnecessary given the progress recently made with Reclamation and their potential reaction to the language, and further noted conversations with and among Congressman Harder, Commissioner Touton, and Congressman Huffman to propose removing the language.

Treasurer Sethy requested confirmation that the Authority already had access to WIIN money. Mr. Durst confirmed and noted the Project has received funding under both the WIIN Act and the Bipartisan Infrastructure Law (i.e., the Infrastructure Investment and Jobs Act). Chair Ramirez Holmes clarified the Authority is 100% behind Congressman Harder's intent, but recognized the proposed legislative language would not be helpful in light of the progress being made with the Bureau of Reclamation.

## **FUTURE AGENDA ITEMS**

None.

## **REPORTS**

### **4.1 Directors**

Chair Ramirez Holmes reported on her attendance to the May 20 25<sup>th</sup> Anniversary of the Los Vaqueros Reservoir. On June 1, she met with Commissioner Touton and the JPA team. Regarding the ad-hoc committee that was appointed regarding the Facilities Usage Agreement with CCWD, she has made the appointments to that committee, consisting of Director Tognolini, Alternate Director Wunderlich, and herself. The initial committee meeting will be scheduled once additional materials are received.

Vice Chair Hansen reported that in her role as Vice Chair she has been participating on behalf of the Authority at the leadership meetings with Reclamation and emphasized the progress made.

### **4.2 Executive Director**

Executive Director Ravazzini noted the following updates included in her written report:

- Provided an update presentation on the Project in coordination with Alternate Director Gutierrez at the Westlands Water District Board meeting.
- Facilitated an introductory meeting with Chase Hurley, Interim General Manager of Panoche Water District, to provide overview of the Project.
- She introduced Chuck Gardner, President of Hallmark Group and the Authority's Program Manager, who said he looks forward to working with staff and the Board.

- The Authority is moving forward with transitioning banking services and opening an account with J.P. Morgan Chase.

#### **4.3 General Counsel**

General Counsel Ciampa stated last month Treasurer Sethy brought an issue to his attention regarding the filing of the JPA Agreement with various county local agency formation commissions (LAFCOs). He stated when the JPA was formed, the Authority did not file the JPA Agreement with the county LAFCOs because it does not provide “municipal services.” However, in reviewing the pertinent statutes, one consequence of not filing the JPA Agreement if required would be a potential problem in issuing financing. Thus, to avoid any such financing issues, he has proceeded to file the JPA Agreement with the various county LAFCOs.

#### **4.4 Board Policy and Action Calendar**

None.

#### **4.5 Committee Meeting Summaries**

None.

### **ADJOURNMENT**

The meeting was adjourned at 11:45 a.m.

\_\_\_\_\_  
Angela Ramirez Holmes, Chair

ATTEST:

\_\_\_\_\_  
Ellen Wehr, Secretary



**ITEM 1.2: TREASURER’S REPORT – MONTH ENDED MAY 31, 2023**

**RESPONSIBLE/LEAD STAFF MEMBER:**

Taryn Ravazzini, Executive Director

**DISCUSSION:**

Staff has prepared the Treasurer’s Report for May 2023. Due to the rescheduling of the June Finance Committee to be held July 11, 2023, this report is still preliminary and Finance Committee comments will be noted in a verbal report.

**ALTERNATIVES:**

For discussion purposes

**FISCAL ANALYSIS:**

None

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable

**EXHIBITS/ATTACHMENTS:**

Treasurer’s Report for Month Ended May 31, 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)

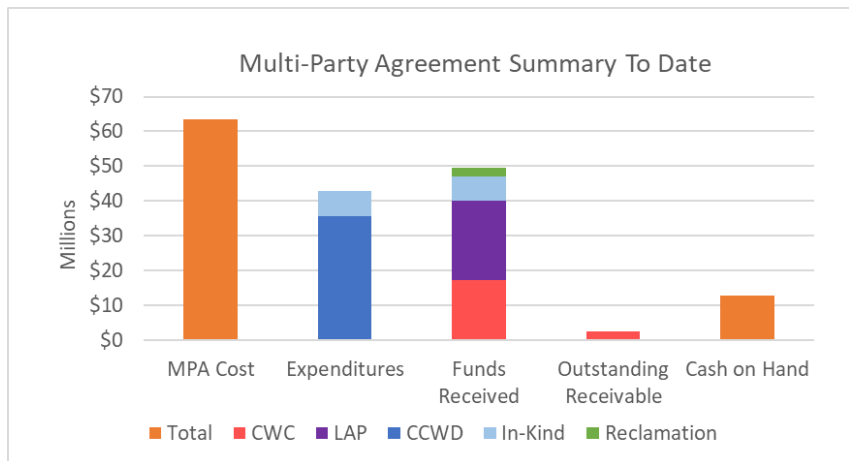
SLDMWA – San Luis & Delta-Mendota Water Authority

## 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

**ITEM 1.3: APPROVAL OF AMENDMENT TO STANDARD SERVICES AGREEMENT WITH CLEAN ENERGY CAPITAL SECURITIES, LLC FOR FY 2024**

**RESPONSIBLE/LEAD STAFF MEMBER:**

Taryn Ravazzini, Executive Director

**DISCUSSION:**

Staff presented the draft amendment to the Standard Services Agreement with Clean Energy Capital Services, LLC at the June 14 Board of Directors' meeting. The draft amendment that was presented included several typographical errors and subsequent discussion among the Directors led to further additions to be made to the draft amendment. Those further additions included specifying that invoices were to be presented on a monthly (i.e., 30 day) basis, that the Executive Director must approve any monthly invoices in excess of a to be determined dollar amount and that venue for any litigated matters be specified in the amendment.

The Board directed those changes be incorporated into a revised amendment to be included as a consent calendar item at this meeting. The attached amendment includes those changes, with the notation that the Executive Director approval be required for any monthly invoice in excess of \$45,000. Lastly, the provisions regarding success fees were removed from Section B – Compensation Structure in Attachment A to the amendment and the fee table was adjusted at Clean Energy Capital's request.

**ALTERNATIVES:**

Further changes to the amendment could be considered by the Board of Directors.

**FISCAL ANALYSIS:**

The amendment extends the Clean Energy Capital agreement through June 30, 2024 and increases the contract amount by an additional \$482,515.00 for services to be provided in the 2024 Fiscal Year.

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable

**EXHIBITS/ATTACHMENTS:**

Amendment to Standard Services Agreement with Clean Energy Capital Securities, LLC

## AMENDMENT TO STANDARD SERVICES AGREEMENT

This Amendment to Standard Services Agreement is entered into this 12<sup>th</sup> day of July, 2023 by and between the Los Vaqueros Reservoir Joint Powers Authority, a joint exercise of powers agency (the “Authority”), and Clean Energy Capital Securities, LLC (“Consultant”), with respect to the following:

### RECITALS

- A. The Authority and Consultant entered into an agreement effective as of December 5, 2022 (the “Agreement”) under which the Authority engaged Consultant to provide the Authority with financial consulting services as described in Attachment A to the Agreement.
- B. Section 2 of the Agreement sets forth the time of performance of the Agreement, which will terminate on June 30, 2023.
- C. The Authority and Consultant now desire to amend the Agreement as specified below.

NOW, THEREFORE, for good and valuable consideration, the Authority and Consultant agree as follows:

- 1. Section 2 of the Agreement is deleted in its entirety and is replaced as follows:
  - “2. Time of Performance - Term. The term of this Agreement shall end on June 30, 2024 and Consultant shall complete all services covered by this Agreement no later than June 30, 2024, unless that date is extended by the JPA in writing. The JPA may extend the term of the Agreement at its discretion.”
- 2. Section 3 of the Agreement is deleted in its entirety and is replaced as follows:
  - “3. Payment. Consultant shall at least every thirty (30) days submit itemized statements of services performed at the rates and charges in Attachment A. No such invoice shall exceed \$45,000.00 without the approval of the JPA’s Executive Director. Such invoices must be submitted by the tenth (10<sup>th</sup>) day of the month for services rendered in the prior month. Consultant shall not be entitled to payment for any services that are provided more than sixty (60) days prior to the date of invoice. The JPA shall pay for work satisfactorily performed within thirty (30) days after receipt of the invoice. Without the prior written approval of the JPA, the total amount payable by the JPA for Consultant’s services pursuant to this Agreement shall not exceed \$482,515.00 for services rendered through June 30, 2024. Consultant shall notify the JPA’s Executive Director in writing when Consultant’s remaining balance of the foregoing authorized contract amount falls below \$50,000.”

3. Section 16 of the Agreement is deleted in its entirety and is replaced as follows:

“16. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any dispute relating to this Agreement shall be in the Superior Court for Contra Costa County.”

4. Attachment A to the Agreement is deleted in its entirety and is replaced by Attachment A attached to this Amendment.

5. Except as amended by Sections 1, 2, 3 and 4, above, the Agreement shall remain unchanged and continue in full force and effect.

Los Vaqueros Reservoir  
Joint Powers Authority

Clean Energy Capital Securities, LLC

By \_\_\_\_\_  
Taryn Ravazzini, Executive Director

By \_\_\_\_\_  
David Moore, Managing Director, CEO

## Attachment A

### Fiscal Year 2024 Scope of Work / Project Schedule / Project Fees

#### A. Scope of Work

Clean Energy Capital shall complete and/or support the JPA in completing the following tasks, which may be performed concurrently:

1. Credit rating
  - Secure final credit rating
  - Prepare and submit materials and presentations
  - Organize meetings and follow-up
  - Coordinate input from Member agencies
2. Service Agreement
  - Develop Service Agreement Termsheet v3, incorporate Member comments
  - Support Service Agreement contract development
  - Coordinate, prepare materials for, and lead ongoing Finance Workgroup and Sub-Group meetings
  - Prepare briefings and presentations for JPA Board and Committees and General Managers
  - Develop key schedules to Service Agreement
  - Integrate contract terms with proforma financial model
3. Develop Financial Schedules and Contract Administrative Memoranda (or functional equivalent) as described in the Service Agreement Termsheet Version 2, including the following:
  - Plan of Finance
  - Exercise of Self-Funding Option by Member(s)
  - Public Benefits O&M Tracking Account
  - Application of Member-Funded Development Costs
  - Organize meetings and follow-up
  - Coordinate input from Member agencies
4. Proforma financial model
  - Maintain and update proforma financial model
  - Model cost allocation alternatives
  - Model implementation of WIFIA funding, WSIP and WIIN Act funding, and Member cash contributions
  - Coordinate input from Member agencies
  - Provide scenario analysis

5. WIFIA loan
  - Finalize/submit/follow up Application
  - Finalize and execute Term Sheet
  - Provide financial modeling to the EPA
  - Coordinate input from Member agencies
  - Prepare briefings and presentations for JPA Board and Committees and General Managers
  - Facilitate financial closing
  
6. Interim Financing Agreement
  - Develop implementation plan
  - Conduct competitive solicitation of lenders/providers
  - Negotiate and finalize loan documentation
  - Coordinate input from Member agencies
  - Prepare briefings and presentations for JPA Board and Committees and General Managers
  - Facilitate financial closing
  
7. Provide financial review of Key Project Agreements and Termsheets
  - Public Benefits contracts
  - CCWD Agreements
  - EBMUD Agreements
  - Coordinate input from Member agencies
  
8. JPA Financial Advising and Other Services As Needed
  - Provide advisory services on financial activities of the JPA as needed
  - Assist in supervising the JPA's financial administrative activities and providing independent review and quality control
  - Prepare and participant in briefings and presentations for JPA Board and Committees and General Managers
  - Provide such other services as are reasonably requested by the JPA and its Members

## **B. Compensation Structure**

- Hourly Rate Services. The above-referenced services will be performed on as-requested basis at the hourly rates, and subject to the not-to-exceed limitations set forth herein.



**C. Project Fees**

Clean Energy Capital shall endeavor to complete the tasks described in this scope of work, reflective of actual hours incurred. Our estimated total compensation and proposed not-to-exceed amount is set forth in the following Fee Tables.

**Fee Table - Fiscal Year 2024**

Task No.	Task Description	Project Lead	Vice President	Vice President (Reduced Rate)	Combined
1	<b>Credit Rating</b>				
	Total Estimated Hours	60	40	0	
	Billing	\$26,100.00	\$14,600.00	\$0.00	\$40,700.00
2	<b>Service Agreement</b>				
	Total Estimated Hours	100	20	0	
	Billing	\$43,500.00	\$7,300.00	\$0.00	\$50,800.00
3	<b>Financial Schedules for Service Agmt</b>				
	Total Estimated Hours	100	40	0	
	Billing	\$43,500.00	\$14,600.00	\$0.00	\$58,100.00
4	<b>Proforma Modeling</b>				
	Total Estimated Hours	95	225	0	
	Billing	\$41,325.00	\$82,125.00	\$0.00	\$123,450.00
5	<b>WIFIA Loan</b>				
	Total Estimated Hours	100	40	0	
	Billing	\$43,500.00	\$14,600.00	\$0.00	\$58,100.00
6	<b>Interim Financing Agreement</b>				
	Total Estimated Hours	120	80	0	
	Billing	\$52,200.00	\$29,200.00	\$0.00	\$81,400.00
7	<b>Key Project Agreements</b>				
	Total Estimated Hours	60	0	0	
	Billing	\$26,100.00	\$0.00	\$0.00	\$26,100.00
8	<b>JPA Financial Oversight</b>				
	Total Estimated Hours	0	0	0	
	Billing	\$0.00	\$0.00	\$0.00	\$0.00
9	<b>Other services</b>				
	Total Estimated Hours	0	0	0	
	Billing	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Total</b>				<b>\$438,650.00</b>
	<b>Contingency Added for Not-to-Exceed Amount</b>				
	Percentage				10%
	Amount				\$43,865.00
	<b>Not-to-Exceed Amount for Amendment</b>				<b>\$482,515.00</b>

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 to continue our current hourly rate schedule set forth below, as set forth below.

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

**ACTION ITEMS**

**ITEM 2.1: RESOLUTION NO. 7-23-01 ESTABLISHING 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 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 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).

The draft policy was presented to the Finance Committee at the rescheduled July 11, 2023 meeting. Comments and any proposed revisions will be noted in a verbal report.

**ALTERNATIVES:**

The Board could request revisions to the report, if necessary.

**FISCAL ANALYSIS:**

Not applicable

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable

**EXHIBITS/ATTACHMENTS:**

Los Vaqueros Reservoir Joint Powers Authority Resolution No. 7-23-01 Establishing Audit Policy

**RESOLUTION NO. 7-23-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
THE LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY  
ESTABLISHING AUDIT POLICY**

**WHEREAS**, the Los Vaqueros Reservoir Joint Powers Authority (the “Authority”) is required by law and under its Joint Exercise of Powers Agreement to conduct annual audits of its financial statements; and

**WHEREAS**, it is prudent for a local agency to have an audit policy in place to guide decisions and provide guidelines in connection with the engagement of its auditor and conducting the annual audit,

**NOW THEREFORE**, the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority hereby adopts the policy attached hereto as Exhibit 1 as the Authority’s Audit Policy.

**PASSED, APPROVED AND ADOPTED** by the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority this 12th day of July, 2023, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

\_\_\_\_\_  
Angela Ramirez Holmes, Chair

**ATTEST:**

\_\_\_\_\_  
Ellen Wehr, Secretary

## 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 2.2: CONSIDERATION AND POSSIBLE ACTION ON CLEAN ENERGY CAPITAL SECURITIES, LLC INVOICES AND/OR POSSIBLE FURTHER AMENDMENT TO STANDARD SERVICES AGREEMENT**

**RESPONSIBLE/LEAD STAFF MEMBER:**

Taryn Ravazzini, Executive Director

**RECOMMENDATION:**

Staff's recommendation will be provided at the meeting in light of the Finance Committee's consideration of these issues at its July 11 meeting.

**DISCUSSION:**

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 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 services 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.

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. Although the Authority was directing Clean Energy Capital's work, that work was still under contract to CCWD and the invoiced amount exceeded the not-to-exceed amount of CEC's contract with CCWD of \$1.7 million. Regardless of whether CCWD or the Authority were to pay the subject amount, the money can be paid from contingency monies left from the Fiscal Year 2023 Budget.

Staff discussed this matter with the Finance Committee at its July 11 meeting proposing several options for remedy 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 CEC overage that was incurred under the JPA contract and C) issues a contract amendment for the negotiated amount.
- 2) A) JPA agrees to amend the contract with CEC to an August 25<sup>th</sup> start date B) negotiates a reduction for both overages and C) issues a contract amendment to cover the overages.
- 3) JPA does not pay CEC either overage.

Staff will provide the Board with further details regarding this issue based upon the Finance Committee's recommendation.

**ALTERNATIVES:**

Board discretion regarding how it desires to proceed.

**FISCAL ANALYSIS:**

Fiscal impact depends on the amounts to be paid for the respective invoices.

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable

**EXHIBITS/ATTACHMENTS:**

CEC subject invoices

Original contracts with Clean Energy Capital

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

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



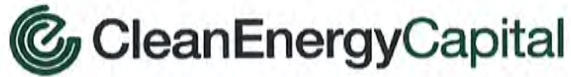
**CSO Balance Sheet**

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

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

**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
<b>Total</b>		<b>27.00</b>	<b>77.75</b>
Rate		385	325
Billing		\$ 10,395.00	\$ 25,268.75
<b>Invoice Total.....</b>		<b><u>\$ 35,663.75</u></b>	

## 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](mailto:accounting@cleanenergycap.com)>  
**Sent:** Friday, October 21, 2022 11:16 AM  
**To:** Maureen Martin <[mmartin@ccwater.com](mailto:mmartin@ccwater.com)>  
**Cc:** Marguerite Patil <[mpatil@ccwater.com](mailto:mpatil@ccwater.com)>; Vana Tran <[VTran@ccwater.com](mailto:VTran@ccwater.com)>; David M. Moore <[dmoore@cleanenergycap.com](mailto: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](mailto: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

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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	

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**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)**

<b>Date</b>	<b>Description</b>	<b>Project Lead Hours</b>	<b>Will VP Hours</b>
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
<b>Total</b>		<b>5.00</b>	<b>11.50</b>
Rate		385	325
Billing		\$ 1,925.00	\$ 3,737.50
<b>Invoice Total.....</b>			<b>\$ 5,662.50</b>

**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)**

<b>Date</b>	<b>Description</b>	<b>Project Lead Hours</b>	<b>Will VP Hours</b>
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
<b>Total</b>		<b>42.25</b>	<b>59.25</b>
Rate		385	325
Billing		\$ 16,266.25	\$ 19,256.25
<b>Invoice Total</b>			<b>\$ 35,522.50</b>

**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)**

<b>Date</b>	<b>Description</b>	<b>Project Lead Hours</b>	<b>Will VP Hours</b>
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

<b>Total</b>		<b>44.00</b>	<b>92.50</b>
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)**

<b>Date</b>	<b>Description</b>	<b>Project Lead Hours</b>	<b>Will VP Hours</b>
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
<b>Total</b>		<b>53.50</b>	<b>81.25</b>
Rate		385	325
Billing		\$ 20,597.50	\$ 26,406.25
<b>Invoice Total.....</b>		<b><u><u>\$ 47,003.75</u></u></b>	

**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)**

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

**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 (10<sup>th</sup>) 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)**

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

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, 11<sup>th</sup> 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](http://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.

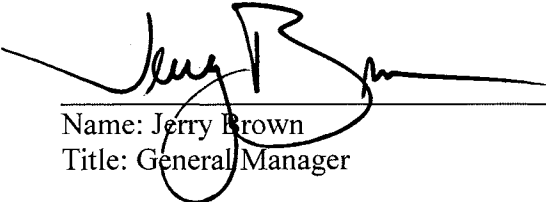
15. Assignment. The Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law, or otherwise; provided, however, that Consultant with the prior written consent of District may subcontract that portion of the services for which Consultant 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

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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
<b>Data Collection/Review</b>				
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
<b>Proforma Modeling</b>				
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
<b>Meetings, Presentations, Misc</b>				
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
<b>Travel allowance</b>				\$3,025
<b>Total not to Exceed</b>				<b>\$150,000</b>

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

Contract Number  
Approved/Authorized  
Executed

18-033  
11-7-18  
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:**

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

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



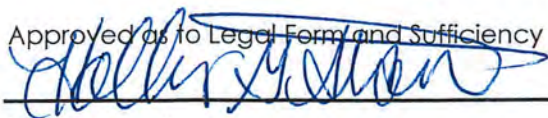
Contra Costa Water District

  
\_\_\_\_\_  
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](http://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.<sup>1</sup>

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

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**

	<b>Start Date</b>	<b>End Date</b>
<b>Task 1 Project Management</b>	August 2017	December 2022
<b>Task 2 Environmental Planning</b>	August 2017	June 2022
<b>Task 3 Engineering Feasibility</b>	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 medial 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:
- a) Funding Recipient, its contractors, or subcontractors have made a false certification, or
  - b) 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:
- a) No State funds disbursed by this Funding Agreement will be used to assist, promote, or deter union organizing.
  - b) 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.
  - c) 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**

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**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



Resolution No. 17-016  
July 19, 2017  
Page 2

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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July 19, 2017  
Page 3

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

Resolution No. 17-016  
July 19, 2017  
Page 4

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:

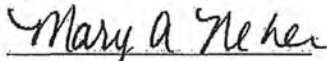
ABSTAIN:

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

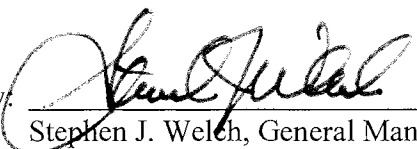
Contract # 18-033  
BOD Date 9-2-2020  
Executed 9-25-2020

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

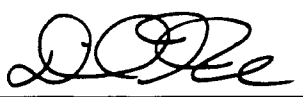
The Consulting Services Agreement as executed June 4, 2018 and amended December 7, 2018, between the Contra Costa Water District ("District") and Clean Energy Capital Securities LLC ("Consultant") shall be amended as follows:

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
	<b>Total</b>	<b>\$400,000</b>

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
	<b>Total</b>	<b>\$350,000</b>

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 2.3: SUPPORT OF SENATOR FEINSTEIN’S STREAM ACT (S. 2162)**

**RESPONSIBLE/LEAD STAFF MEMBER:**

Taryn Ravazzini, Executive Director

**RECOMMENDATION:**

That the Authority’s Board of Directors take a position to support S. 2162 through a letter to Senator Feinstein’s office and the Senate Energy and Natural Resources Committee that will be drafted for signature by the Chair.

**DISCUSSION:**

Senator Feinstein has introduced her comprehensive water bill, the STREAM Act (S. 2162), which was included in last month’s Federal Relations Report and is cosponsored by Senator Kelly (D-AZ) and Senator Sinema (D-AZ). Broadly speaking, the legislation authorizes funding for surface and groundwater storage, water recycling, desalination, and ecosystem restoration. Many California water agencies have endorsed the bill.

Specifically, the bill would authorize an additional \$750 million for surface and groundwater storage projects and is written in a way that would give the Los Vaqueros Reservoir Expansion project (the “Project”) access to that funding without additional procedural requirements, as projects that have received Infrastructure Investment and Jobs Act storage funding, such as the Project, are grandfathered into the new storage funding mechanism.

The STREAM Act also allows non-federal storage projects to use a portion of storage funding to cover the operations, maintenance, and replacement costs associated with public benefits that have been funded by a Reclamation state. It is anticipated that the Senate Energy and Natural Resources Committee will hold an oversight and legislative hearing in mid-July focused on water legislation, likely to include the STREAM Act.

Because the STREAM Act includes possible additional funding for the Project, it is permissible under Section 10.7 of the Authority’s JPA Agreement for the Authority to take a position on that bill.

**ALTERNATIVES:**

Not applicable.

**FISCAL ANALYSIS:**

None.

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable.



**EXHIBITS/ATTACHMENTS:**

Section-by-Section Analysis of “STREAM Act”

## **Section-by-Section Analysis of “STREAM Act”**

**Senators Feinstein, Kelly and Sinema -- June 2023**

- Section 1, Short Title; Table of Contents, indicates that this Act may be cited as the “Support To Rehydrate the Environment, Agriculture, and Municipalities Act” or the “STREAM Act”.
- Section 2, Definitions, includes important definitions of key terms, including:
  - Non-Federal storage project, which is any project in a Reclamation State that—
    - (A) involves the construction, expansion, or repair by an eligible entity of—
      - (i) a surface or groundwater storage project that is not federally owned;
      - (ii) a facility that is not federally owned conveying water to or from surface or groundwater storage; or
      - (iii) a natural water retention and release project; and
    - (B) provides a benefit in meeting any obligation under applicable Federal law (including regulations). Section 2(9).
  - Natural water retention and release projects, which use primarily natural processes and features, like wetlands, to allow increased utilization of existing storage facilities through aquifer recharge, floodplain retention, and altering the timing of runoff. Besides enhancing water supplies, these multi-benefit projects typically also promote ecosystem restoration and flood protection. Section 2(8).
  - Federal benefits. Section 2(6). As applied to storage, water recycling, and desalination projects, this term means
    - 1) public benefits provided directly by the project;
    - 2) fish and wildlife or water quality public benefits provided by the implementation of a watershed restoration plan approved together with the project, if there is an increased Federal commitment to pay for public benefits in the watershed as compared to such Federal commitments prior to the date of approval of the project; or
    - 3) water supply benefits identified pursuant to reclamation law.
  - Public benefits. Section 2(10). This term is defined to include:
    - 1) traditional non-reimbursable costs - fish/wildlife including refuges, flood control, recreation, water quality, etc.;
    - 2) drinking water supply for disadvantaged communities (which are defined in section 2(3) using existing precedent that their median family income must not exceed 80% of the statewide median family income);
    - 3) emergency drinking water supply used in response to a gubernatorial disaster declaration; and

- 4) energy benefits, including the value of associated greenhouse gas reductions and any reduction in energy costs for federal taxpayers.

Many of these key terms are further discussed below in the analysis of section 101, Storage and Conveyance Projects.

## **Title I, Infrastructure Development**

- Section 101, Storage and Conveyance Projects
  - This section authorizes funding for non-Federal storage projects. It uses the Title XVI precedent of non-reimbursable funding for water supply where the project provides multiple benefits including environmental benefits within the watershed.
  - Section 101 is framed as an amendment to the provisions of section 4007 of the Water Infrastructure Improvements for the Nation Act (43 U.S.C. 390b note; Public Law 114-322).
  - Section 101 extends section 4007 as applied to State-led storage projects, but does not extend section 4007 as applied to Federally-owned storage projects.
  - Section 4007(b)(1) as amended would replace the term “State-led storage project” with “non-Federal storage project”, because tribes are eligible to seek funding for such projects.
  - Surface and groundwater storage, conveyance, and natural water retention and release projects are eligible per the definition of “non-Federal storage projects” in section 2(9).
  - Section 4007(b)(2) as amended would authorize construction of non-Federal storage projects other than natural water retention and release projects if
    - The eligible entity demonstrates that the project is feasible and provides a Federal benefit;
    - The eligible entity has sufficient funding to complete the project and is solvent; and
    - The Governor of the relevant State (or sponsoring Indian tribe for tribal projects) supports Federal funding of the project.
  - Section 4007(b)(3) would continue to require compliance with environmental laws for Federal participation in a non-Federal storage project.
  - Section 4007(b)(4) would continue to authorize the Secretary to rely on reports prepared by the non-Federal entity as long as the Secretary retained responsibility for making the determinations in paragraph 4007(b)(2).
  - Section 4007(b)(5) as amended would authorize natural water retention and release projects:

- for projects costing less than \$10 million, the eligible entity must show that the project will help optimize the storage or delivery of water in a watershed in which a Bureau of Reclamation facility is located; and
  - for projects costing over \$10 million, there must also be a credible estimate of the quantify of the storage benefit.
- Section 4007(b)(6) as amended would limit the Federal cost-share to \$250 million for non-Federal storage projects authorized by this section.
- Sections 4007(b)(7) and (8) as amended address the maximum Federal cost-share and reimbursability of Federal funding:
  - **The Federal cost-share shall not exceed 25 percent of the total cost of the project** (with the exception of natural water retention and release projects, which can have up to a 90% Federal cost-share).
  - **Any funding under the program for the value of public benefits shall be considered nonreimbursable.**
  - **Public benefits are defined in Section 2(10) as either**
    - 1) public benefits provided directly by the project; or**
    - 2) fish and wildlife or water quality public benefits provided by the implementation of a watershed restoration plan approved together with the project,** if there is an increased Federal commitment to pay for public benefits in the watershed as compared to such Federal commitments prior to the date of approval of the project.
  - **Water supply benefits are generally reimbursable, except that water supply benefits are nonreimbursable** up to the extent that the value of the water supply benefits is equal to the value of public benefits described above that are fish and wildlife or water quality benefits.
  - To give an example, this means that if a project sponsor is seeking \$100 million in federal funding for a \$400 million non-Federal storage project, the sponsor can get that \$100 million funding on a non-reimbursable basis if there is \$50 million in public benefits from either the project itself or other projects as part of a watershed restoration plan approved with the project, and then an equal \$50 million in water supply benefits from the project if the public benefits include at least \$50 million in fish and wildlife or water quality benefits. Some examples of fish and wildlife or water quality benefits from a watershed plan could include:
    - water leasing during a dry year, water sharing agreements, water banking, ongoing water conservation, and related activities if they provide fish and wildlife or water quality benefits;
    - environmental restoration projects; and
    - natural water retention and release projects.
- If nonreimbursable funding is less than 25 percent of the total cost of the eligible project, **the Secretary may provide reimbursable funds to an eligible entity for**



**the value of any water supply benefits identified pursuant to reclamation law** (as described in section 2(6)(D)) up to the limit of 25 percent of the total project cost.

- Section 4007(b)(9) as amended would establish funding priority for a project that has 2 or more of the following: 1) substantial multiple benefits, 2) reductions in environmental impacts from water projects, 3) multi-state benefits, 4) collaborative development and support by multiple stakeholders; or 5) is located in a watershed where an integrated, comprehensive watershed management plan.
- Section 4007(e) as amended would authorize \$750 million total in funding from FY 2025 through FY 2029 for:
  - 1) non-Federal storage projects, including natural water retention and release projects, authorized pursuant to the provisions of this section;
  - 2) storage projects that are eligible for study funding under section 40902(a)(1) of the Infrastructure Investment and Jobs Act, if for such projects the funding under this section is provided in accordance with the provisions of section 40902(b) and (c) of the Infrastructure Investment and Jobs Act; and
  - 3) storage projects that have received construction funding under section 40902(a)(2) of the Infrastructure Investment and Jobs Act, if for such projects the funding under this section is provided in accordance with the provisions of section 40902(b) and (c) of the Infrastructure Investment and Jobs Act.

Any carryover storage funding appropriated pursuant to section 4007 of the WIIN Act may be used for the three categories of projects described above.

**Because the \$750 million authorization in this section would become the general source of storage funding provided through annual appropriations, we believe it is appropriate to allow this pot to be used for projects that are eligible for study funding under the Infrastructure Investment and Jobs Act. In addition, if projects are partly funded for construction under the Infrastructure Investment and Jobs Act, we believe it is appropriate to use this general pot of storage annual appropriations to provide funding to move these projects closer to the completion of construction that has already begun.** Note that if any funding from this storage pot is used for projects authorized to receive funding under the Infrastructure Investment and Jobs Act, then the restrictions on which projects can receive funding and the cost-sharing and reimbursability rules from section 40902 of the Infrastructure Investment and Jobs Act would all apply to that funding.

Under the amended section 4007(e), Congress does not need to approve funding awards for specific projects through designating the project by name in an enacted appropriations bill. Reclamation can award funding to projects from available appropriations, after competitively evaluating grant applications from eligible projects.

- Subsection 101(b) of the STREAM Act is a conforming amendment which reflects the fact that the STREAM Act is amending and extending sections 4007, 4009(a) and 4009(c) of the WIIN Act, so they no longer expire in 2021.
- Subsection 101(c) amends section 40902(a)(2)(C)(i) of IJA to make potentially eligible for construction funding under IJA two projects whose feasibility studies were authorized by IJA, the Verde Reservoirs Sediment Mitigation Project and the Tualatin River Basin Project. The projects will have to comply with the requirements of section 40902(a)(2) of IJA to become eligible for construction funding under IJA.
- Subsection 101(d) grandfathers Federal and non-Federal storage projects that receive construction funding under the \$1.15 billion in storage funding in IJA so they do not need further authorization to complete construction. Absent this provision, partly built projects might have to stop in the middle of construction to get Congressional authorization when section 40902 of IJA expires in 2026.
- Subsection 101(e) reauthorizes the CALFED legislation through fiscal year 2027.
- Section 102, Annual Report to Congress
  - **This section requires the Commissioner of Reclamation to submit an annual report to Congress transmitting feasibility reports on Federal storage projects, and non-Federal storage projects with a federal investment exceeding \$250 million, for Congress to consider whether to authorize the projects.**
  - The basic idea of this section is modeled on the Section 7001 report that the Army Corps of Engineers submits to Congress for WRDA projects.
- **This section is intended to expedite approval of projects requiring Congressional authorization, by facilitating a “Reclamation WRDA” package of projects approved by the House and Senate authorizing committees.** If Congress chooses, this “Reclamation WRDA” package could be added to the WRDA bill each Congress.
- Section 103, Competitive Grant Program for the Funding of Water Recycling Projects, reauthorizes and amends the Title XVI competitive grant program for water recycling projects established in 2016 pursuant to the WIIN Act (Subtitle J, Public Law 114-322).

There are three key differences from the competitive grant program for water recycling authorized in the WIIN Act:

- 1) **The authorization of appropriations has been increased to \$300 million over 5 years, as compared to the prior \$100 million over 5 years.** Subsection (g).
- 2) **Congress does not need to approve funding awards for specific projects through designating the project by name in an enacted appropriations bill.**
  - Reclamation can award funding to projects from available appropriations,

after competitively evaluating grant applications from eligible projects.

- 3) The draft bill raises the maximum federal funding contribution for each Title XVI project to \$50 million from the current ceiling of \$20 million in 1996 prices (which is currently implemented by Interior as \$30 million). Subsection (b)(1).
  - The cap remains \$20 million in 1996 prices for projects that have received that amount as of December 31, 2021.
  - The maximum federal cost-share remains at 25% (up to the new maximum federal contribution of \$50 million).
- **Section 104, Desalination Project Development**, reauthorizes and amends the competitive grant program for desalination projects established in 2016 pursuant to the WIIN Act.
  - There are three key differences from the competitive grant program for desalination authorized in the WIIN Act:
    - 1) The authorization of appropriations has been increased to \$150 million over 5 years, as compared to the prior \$30 million over 5 years.** At least \$10 million is set aside for rural desalination projects. Subparagraph (F)(i).
    - 2) Congress does not need to approve funding awards for specific projects through designating the project by name in an enacted appropriations bill.**
      - Reclamation can award funding to projects from available appropriations, after competitively evaluating grant applications from eligible projects.
    - 3) The bill establishes priority criteria for which projects to fund.** Subsection (b).
  - Subparagraph (B)(ii) includes provisions from former Senator Udall and former Representative Torres Small's 2019 Western Water Security Act (S. 2718/HR 4891) on rural desalination projects.
  - Just as for non-federal storage projects and natural water retention and release projects, the following are required to obtain funding for desalination projects (subparagraph (C)):
    - 1) The Governor of the affected state supports federal funding of the project, and the project is included in a state-approved plan; and
    - 2) For construction funding, the state or local sponsor determines, and Reclamation concurs, that the project is feasible, and sufficient funding is available to complete it.
  - The definition of an eligible project:
    - Makes clear that public private partnerships are eligible for funding as long as a state or local government entity pays either for the construction of the project or the water

provided by the project. Subparagraph (A)(i).

- Also allows any “organization with water or power delivery authority” to apply for funding if that organization constructs, operates and maintains the project. Subparagraph (A)(i). This language comes from the definition of an “eligible applicant” in section 9502 of the Secure Water Act.

- Section 105, Drinking Water Assistance for Disadvantaged Communities

- **This section authorizes an additional \$100 million for the Bureau of Reclamation’s program to provide drinking water assistance to disadvantaged communities in section 50231 of the Inflation Reduction Act.**
- The Secretary is encouraged to use at least a portion of the funds authorized by this section to incorporate into multiple benefit projects features or facilities to assist in providing domestic water supplies to disadvantaged communities. Subsection (b)(2).

- Section 106, Extraordinary Operation and Maintenance Work; Project Modification

- This section amends the existing Aging Infrastructure Program (Public Law 111-11, Title IX, Subtitle G) to authorize projects to not only repair aging Bureau of Reclamation transferred works facilities, but to modify the facilities to achieve increased public benefits and other project benefits.
- Congress appropriated \$3.2 billion for the Aging Infrastructure Program in the Infrastructure Investment and Jobs Act.
- If we are spending this much money to retool Reclamation infrastructure for the needs of the 21<sup>st</sup> century, the Secretary should have the authority to modify transferred works facilities to achieve increased public benefits and other project benefits, where she believes it is appropriate to do so.
- Paragraph (1) of the new subsection (e) establishes a few basic principles for any project modification:
  - This provision is limited to transferred works facilities, those facilities which are owned by Reclamation but operated and maintained by a non-federal entity. This provision does not apply to reserved works facilities that Reclamation both owns and operates;
  - It shall add no more than 25% of the original cost of the planned extraordinary operation and maintenance work if such work would cost over \$100 million, or no more than \$25 million if the original cost of the planned extraordinary operation and maintenance work would cost under \$100 million (projects exceeding these thresholds would need to be authorized by Congress);



- At least 50% of the new benefits provided by the modification of the project must be public benefits (note that “new benefits” is a term defined in paragraph (1)); and
  - In order to undertake a project modification, the Secretary shall obtain the consent of:
    - The transferred works operating entity; and
    - Any project beneficiary that would experience an adverse impact from the operation of the modified project (note that “adverse impact” is a term defined in paragraph (1)).
  - If the modified project creates a new project beneficiary, the Secretary cannot subsequently reoperate the project to increase the benefits to that new beneficiary without the consent of any project beneficiaries that would experience an adverse impact.
  - The costs of planning, design and environmental compliance of the modified project shall be allocated in accordance with Reclamation procedures, with the caveat that any project beneficiary who does not receive any increase in long-term average annual water deliveries as a result of the modification shall not be allocated any reimbursable portion of these costs.
- Paragraph (2) sets up a process for the Secretary to obtain consent for a modified project from project beneficiaries that would experience an adverse impact. If the necessary consent is not obtained within twelve months of the date consent is requested, the extraordinary maintenance of the project shall proceed without the modification, subject to one twelve-month extension to obtain required consents at the Secretary’s discretion.
  - Paragraph (3) addresses the reallocation of costs based on project changes and increased public benefits. Annual operation and maintenance costs associated with nonreimbursable purposes of the project shall be non-reimbursable, and the cost allocation of reimbursable costs to each project beneficiary shall reflect the changes in benefits that the project is providing to that beneficiary.
  - Paragraph (4) addresses incentives to participate in modified projects where public benefits are increased, but not water contractor benefits.
    - The water contractors will face strong disincentives to participate in these projects. Some contractors may see their benefits reduced. All contractors will have to accept significant delay in obtaining the benefits of the restoration of these projects. It will take significant time to modify the projects in a manner that the contractors can accept, and then to conduct environmental compliance on the proposed modification. The contractors will also have to accept modified project

operations that give increased priority to public benefits.

- To offset these disincentives for water contractors to participate in projects which increase just public benefits, the bill reduces the reimbursable costs for such modified projects by 15%. The result is that each project beneficiary will pay 85% of the reimbursable costs for the modified project that the beneficiary would otherwise have been allocated.
  - **This paragraph sets up a financial incentive for water contractors to support modified projects that solely increase environmental and other nonreimbursable public benefits without increasing reimbursable water supply benefits.** Without this financial incentive, water contractors might often oppose such modification of the projects that they rely on for water deliveries.
  - This paragraph is also consistent with the provision of some non-reimbursable benefits for water supply in the context of other authorizations for projects that provide both water supply and substantial public benefits in a watershed:
    - Title XVI provides 25% non-reimbursable benefits for projects providing water supply that have watershed benefits through the use of recycled water;
    - The large-scale water recycling program that Congress just authorized in the Infrastructure Investment and Jobs Act provides up to 75% non-reimbursable benefits for projects that likewise provide both water supply and watershed benefits through the use of recycled water; and
    - Section 103 of this bill provides non-reimbursable benefits for non-Federal storage and conveyance projects to the extent that they provide increased public benefits in the watershed.
  - Given the inevitability of increasingly severe and lengthy droughts as the West's climate changes, it will be essential to provide incentives to collaborate on multi-benefit projects that bring agricultural, environmental, and urban interests together to address the very serious challenge of maintaining sufficiently reliable water supply for all. This proposed amendment to the Aging Infrastructure Program seeks to increase incentives for such necessary collaboration.
- Section 107, Use of Revenue to Improve Drought Resilience or Dam Safety
    - **Issue:** Pursuant to the Sale of Water for Miscellaneous Purposes Act of 1920 (43 USC 521), the Warren Act of 1911 (43 USC 525), and corresponding Bureau of Reclamation (BOR) policy, any revenue from the sale of surplus water must be deposited into the Reclamation Fund and credited to capital repayment of the associated project. Under existing law, revenue from the sale of water continues to flow to the Reclamation Fund even after water users completed capital repayment of their project. As a result, there is no longer any benefit to the contractor from sale of surplus water unless the contractor

receives another federal loan on the project.

- **Importance:** Across the West, drought is stressing many water systems and new constraints often lead to water scarcity even in normal years. This is being compounded by aging BOR facilities that require significant investment to ensure they can continue to operate in a safe and effective fashion, especially as dams and other facilities are forced to withstand more variable and severe precipitation event as a result of climate change. Congress has responded to these challenges over the years by authorizing the Safety of Dams (SOD), Extraordinary Maintenance (XM), and other programs that assist water users in upgrading and repairing existing infrastructure by allowing for extended repayment of costs through contracts that are distinct from the capital repayment obligations for the original construction of BOR projects.
- Despite the fact that operational flexibility and conservation are growing increasingly important in water management, existing Reclamation law provides very little incentive for paid-out BOR contactors that either have occasional surplus water or could create surplus water through system upgrades to make the investments or undertake the lengthy marketing and contracting necessary to realize a sale. This is especially true for projects that are currently in need of improvements that will increase drought resiliency or dam safety or are repaying Reclamation for SOD or XM projects and can't use any incremental revenues to help cover payments.
- **Solution:** This section changes existing law to ensure that water users are able to apply revenues derived from the temporary sale of surplus water to infrastructure to improve drought resiliency or dam safety and for other existing BOR repayment obligations. This change to the treatment of revenue will incentivize water utilities to make water available to relieve water shortages in their region, improve project drought resiliency, improve dam safety, and accelerate repayment of existing obligations.

## **Title II, Improved Technology and Data**

- Section 201, Reauthorization of the Transboundary Aquifer Assessment Program
  - This section reauthorizes the United States-Mexico Transboundary Aquifer Assessment Act (42 U.S.C. 1962 note; Public Law 109-448).
  - This section derives from former Senator Udall and former Representative Torres Small's 2019 Western Water Security Act (S. 2718/HR 4891).

## **Title III, Ecosystem Restoration and Protection**

- Section 301, Ecosystem Restoration
  - This section makes limited amendments to the competitive grant program for habitat restoration projects established in section 40907 of the Infrastructure Investment and Jobs Act.

- Subsection (a) adds definitions of two new terms, “Committee” and “Project”. The term “Committee” describes the “Integrated Water Management Leadership Committee” described more fully in subsection (c).
- Subsection (b) amends section 40907(c)(1) of the Infrastructure Investment and Jobs Act (Public Law 117–58) to direct that Interior:
 

“(B) may not provide a grant to carry out a habitat restoration project the purpose of which is to meet existing environmental mitigation or compliance obligations that are express requirements of a permit or order issued under Federal or State law, unless such requirements expressly contemplate reliance on Federal funding in performance of the requirements.”
- Subsection (c) supplements the \$100 million provided to the competitive grant program for habitat restoration in the bipartisan infrastructure law with:
  - 1) An authorization of \$150 million total for the competitive grant program from fiscal year 2025 through fiscal year 2029; and
  - 2) An authorization of \$100 million total from fiscal year 2025 through fiscal year 2029 for other grants, contracts, and agreements to achieve the habitat restoration purposes of this section and consistent with its requirements, as authorized in this section.
  - 3) Among other purposes, this \$100 million could be used to ensure that when Sacramento Valley rice growers sell their water and idle their crops, some water is left behind and applied to bare fields in late summer and early fall to create shallow flooded habitat during a critical shorebird migration period. See subsection (f) of amended section 40907 of the amended Infrastructure Investment and Jobs Act.
- Subsection (c) also directs the Secretary to establish an Integrated Water Management Federal Leadership Committee which coordinates federal agency efforts to implement integrated water management projects, if requested to do so for a particular project by an eligible entity or qualified non-government organization partner.
- Finally, subsection (c) requires the Secretary to comply with applicable environmental laws in implementing this section.
- Section 302, Performance-based Restoration Authority
  - **Multiple large- and small-scale ecosystem restoration projects have been authorized or are required by law, yet implementation of these projects often stalls when federal agencies have competing priorities or don’t have the resources or technical experience to undertake them successfully.** This section expedites the implementation of certain types of habitat and ecosystem restoration projects by **authorizing the Secretary of the Interior (Secretary) to enter into performance-based financial arrangements for the delivery of ecological targets and outcomes by experienced non-federal entities.** This section does not create a new program, but instead allows the



use of performance-based financial arrangements under the Secretary’s existing ecosystem and habitat restoration authorities. It is needed to both expedite completion of many restoration projects—including large, multi-year projects—and to clarify that performance-based financial mechanisms are an authorized use of federal funds for such projects. The section additionally furthers the goals of reducing costs to the federal government in undertaking such projects and increasing flexibility in the administration of funding for such projects, consistent with federal acquisition regulations.

- In General. Subsection (b) authorizes the Secretary, in implementing existing authorities under Federal law related to habitat and ecosystem restoration, to—
  - (1) enter into performance-based contracts, grant agreements, and cooperative agreements for habitat and ecosystem restoration, mitigation, and enhancement projects where ecological targets and outcomes are
    - clearly defined,
    - agreed upon in advance, and
    - capable of being successfully achieved
  - (2) enter into performance-based contracts with eligible restoration providers experienced in financing and completing successful ecological habitat and restoration, mitigation, and enhancement activities.
  - (3) provide grant and award agreements for habitat and ecosystem restoration, mitigation, and enhancement projects as described in paragraph (1) and allow for the use of performance-based tools in such agreements.
  - (4) provide pass-through financing for funds granted or awarded to non-federal third parties utilizing performance-based contracts for projects authorized under paragraph (1).
  - (5) use performance-based financial mechanisms for multi-year projects.
- Guidelines. Subsection (c) directs the Secretary to—
  - (1) develop guidelines for using performance-based financing and to consult with experienced external organizations in developing such guidelines. Such consultation shall not constitute or require establishing a committee under the Federal Advisory Committee Act. Guidelines shall include guidance on
    - appropriate proposal and project evaluation criteria,
    - restoration provider eligibility criteria,
    - criteria for defining achievable ecological outcomes, and
    - determination of restoration provider financial assurances sufficient to ensure ecological outcomes will be successfully achieved.
- Identification of Eligible Projects. Subsection (d) directs the Secretary to identify opportunities for using performance-based financing for projects authorized in subsection (b)(1) and issue a request for proposals from eligible restoration providers to undertake such projects.
- Certification. Under subsection (e), the Secretary shall certify that work was completed in accordance with ecological requirements and outcomes previously agreed to.

- Technical Assistance. Subsection (f) authorizes the Secretary to provide technical assistance to restoration providers for studies, design, engineering, and permitting.
- Rule of Construction. Subsection (g) clarifies that nothing in the section authorizes the Secretary to waive any obligation of the Secretary or non-Federal parties under federal environmental law.
- Non-Federal Funding. Subsection (h) authorizes use of performance-based financing under the act for non-federal project cost shares, on the condition that the non-federal cost-share responsibility remains with the non-federal party.
- Cost Share. Subsection (i) clarifies that nothing in the section shall affect a cost-sharing requirement under Federal law that is applicable to a project carried out under the performance-based restoration authority established under subsection (a).
- Mitigation. Subsection (j) clarifies that nothing in this section shall authorize Federal funding to meet existing environmental mitigation or compliance obligations that are express requirements of a permit or order issued under Federal or State law, unless such requirements expressly contemplate reliance on Federal funding in performance of the requirements
- Report. Subsection (k) requires the Secretary to
  - (1) issue and submit to Congress a report describing results of, and impediments to, the use of performance-based financing within 3 years of the date of enactment, and
  - (2) address such impediments, if any—to the extent practicable—and to protect the public interest and investment in projects financed under the Act.

#### **Title IV, Miscellaneous**

- Section 401, Amendments to Drought Program Under the Reclamation States Emergency Drought Relief Act of 1991
  - Droughts have become more frequent than when the Reclamation States Emergency Drought Relief Act was enacted in 1991. As a result, some amendments appear appropriate to the Act to reflect the increased frequency of droughts.
  - The existing Act limits permanent facilities that it authorizes to groundwater wells.
  - Given the increased frequency of droughts, it seems more efficient to install a greater number of permanent facilities than to frequently install and remove temporary facilities.

- Subsection (a) therefore provides authorization during a declared drought emergency for any permanent facilities or projects up to a federal investment of \$30 million that are supported by the relevant State (or tribe if the facility is on an Indian reservation).
- The \$30 million threshold comes from the Infrastructure Investment and Jobs Act, which creates a precedent authorizing Interior to proceed with projects up to \$30 million without Congressional authorization of the specific projects (in that Act this precedent is applied to small storage projects).
- Subsection (a) also requires that a well drilled to minimize losses and damages from drought conditions must either 1) align with applicable local, state, or regional groundwater sustainability goals; or 2) support drinking water supplies for a disadvantaged community or Tribe.
- Subsection (a) further addresses the problem of drought shortfalls in environmental funding programs like the Central Valley Improvement Act that derive their funding from per acre fees in water delivered.
- Because their funding varies by the amount of water delivered, these programs provide substantially less environmental funding precisely when the funding is most needed, during droughts.
- Subsection (a) would authorize non-reimbursable funding to make up these shortfalls, without affecting the Secretary's legal obligations to the environment or existing authority to make up shortfalls in environmental funding in non-drought years.
- Subsection (b) amends the existing Act to clarify that it applies to drought emergencies declared for portions of States, and does not require drought emergencies to apply to an entire State.
- Subsection (b) also extends the Reclamation States Emergency Drought Relief Act authorization to 2031.
- Subsection (c) amends the Secure Water Act of 2009 to provide that an application for WaterSMART funding to drill a groundwater well for municipal supply to minimize losses and damages from drought conditions shall not increase the applicant's net water use beyond the period of any drought emergency, unless the groundwater well is for the purpose of supplying drinking water for a disadvantaged community or Tribe, or if the new groundwater use is partially offset by aquatic habitat enhancement during the drought period, or over the long-term, including a future drought period.
- Section 402, Environmental Compliance
  - This section requires the Act to be implemented consistent with applicable State law and Federal environmental law.

- Section 403, Effect

- This section provides that nothing in this Act shall interfere with any obligation of a State under the Rio Grande Compact or any other interstate compact approved by Congress.



**ITEM 2.4: CONSIDERATION AND POSSIBLE APPROVAL OF RESOLUTION NO. 7-23-02 IN APPRECIATION OF SERVICE OF MARGUERITE PATIL**

**RESPONSIBLE/LEAD STAFF MEMBER:**

Taryn Ravazzini, Executive Director

**DISCUSSION:**

Marguerite Patil has been instrumental in advancing the Los Vaqueros Reservoir Expansion Project over many years through her work at Contra Costa Water District. Those efforts include her tremendous work in guiding the formation of the Authority and serving as its initial Administrator. Ms. Patil will be retiring at the end of this month and this resolution recognizes Ms. Patil's many years of dedication to the Project and, most recently, to the Authority.

**ALTERNATIVES:**

Not applicable

**FISCAL ANALYSIS:**

None

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable

**EXHIBITS/ATTACHMENTS:**

Resolution No. 7-23-02 – Resolution of the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority in Appreciation of Service of Marguerite Patil

**RESOLUTION NO. 7-23-02**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS VAQUEROS  
RESERVOIR JOINT POWERS AUTHORITY  
IN APPRECIATION OF SERVICE OF MARGUERITE PATIL**

WHEREAS, for over the past 20 years, Marguerite Patil has been significantly involved in the efforts to expand the Los Vaqueros Reservoir (the “Reservoir”) through her employment at Contra Costa Water District (“CCWD”); and

WHEREAS, Ms. Patil has been integral in the progress of the Phase 2 expansion of the Reservoir (the “Project”) and in coordinating CCWD’s efforts with the Local Agency Partners in connection with the Project; and

WHEREAS, Ms. Patil has led the efforts with state and federal agencies to procure funding totaling over \$500 million at the state and federal levels in support of the Project, including Proposition 1 funding under California’s Water Storage Investment Program and various federal appropriations; and

WHEREAS, Ms. Patil spearheaded stakeholder outreach efforts to ensure widespread regional and community support for the Project, as well as support among state and federal legislators and administrative agencies; and

WHEREAS, Ms. Patil’s efforts were key in forming the Los Vaqueros Reservoir Joint Powers Authority and in ensuring its members agencies’ support for and approval of the Authority’s formation; and

WHEREAS, Ms. Patil has continued her invaluable work to further the Project and ensure the successful implementation and growth of the Authority from its inception; and

WHEREAS, Ms. Patil will be retiring from CCWD on July 28, 2023,

NOW, THEREFORE, the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority hereby expresses its appreciation and gratitude to Ms. Patil for her many years of service to the Project and to the Authority from its inception and gives her its best wishes for many years of health and happiness in her retirement.

PASSED AND ADOPTED by the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority this 12th day of July, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

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Angela Ramirez Holmes, Chair

Attest:

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Ellen Wehr, Secretary

**DISCUSSION ITEM**

**ITEM 3.1: PROGRAM MANAGEMENT UPDATE**

**RESPONSIBLE/LEAD STAFF MEMBER:**

Chuck Gardner, Program Manager

**DISCUSSION:**

Hallmark Group was contracted with the JPA to perform program management services in May of 2023. Chuck Gardner, Program Manager, will present a status update on the transition of administration activities from CCWD to the JPA as well as ongoing program management activities.

**ALTERNATIVES:**

For discussion purposes.

**FISCAL ANALYSIS:**

None

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable

**EXHIBITS/ATTACHMENTS:**

July Program Management Update Presentation



The logo for the Los Vaqueros Reservoir Expansion Project. It features the words "LOS VAQUEROS" in blue, "RESERVOIR EXPANSION" in green, and "PROJECT" in green. To the right of the text is a stylized graphic of a reservoir dam or structure, composed of several horizontal bars of varying heights and widths, colored in shades of blue and green.

# LOS VAQUEROS RESERVOIR EXPANSION PROJECT

The background of the slide is a landscape photograph. It shows a large blue reservoir in the middle ground, surrounded by rolling green hills. In the distance, a line of wind turbines is visible against a clear sky. The foreground shows a grassy slope with a paved road or path leading towards the reservoir.

LVE Program Management Update  
July 12, 2023



# Overview

1. Team Introduction

2. JPA Contract Authorizations Matrix

3. Transition Priorities & Accomplishments

4. Next Steps

# Program Team Introduction



Chuck Gardner, PgMP  
Program Manager



Curtis Creel, PE  
CVP/SWP Operations Advisor,  
Agreement Development



Jacqueline Harris, CPA CGMA  
Project Controls Manager



Ibrahim Khadam, PhD, PE,  
PMP  
Agreements Manager



Jennifer Persike  
Strategic Outreach

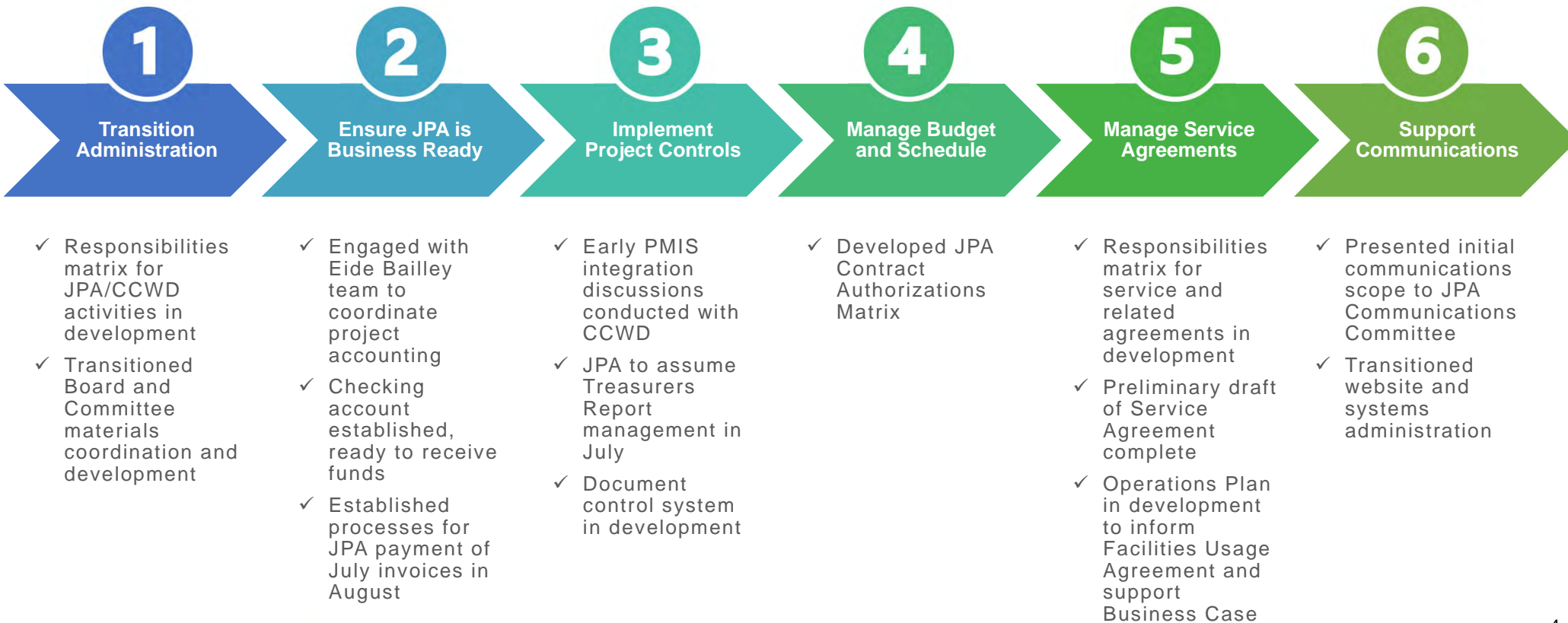


Jessica Alwan  
Deputy Program Manager



Vicki Scharnhorst, PE  
Executive Advisor

# Transition Priorities & Accomplishments





# JPA Contract Authorizations



Los Vaqueros JPA Contract Controls and Progress Billings						
Contractor/Consultant/Vendor	Primary Responsibility	Contract Term	Max. Contract Value/NTE	Billed Through May 2023	Remaining Commitment	
Alliance Resource Consulting	Recruiting - Executive Director	04/26/2022 - 09/30/2022	\$ 32,000.00	\$ 32,000.00	\$ -	-
CalMutuals - JPRIMA	JPA Insurance Policy	05/30/2023 - 04/01/2024	\$ 62,261.00	\$ 62,261.00	\$ -	-
Clean Energy Capital - CEC	Finance/Credit Support	12/05/2022 - 06/30/2023	\$ 390,995.00	\$ 445,619.75	\$ (54,624.75)	(54,624.75)
Eide Bailly, LLP	Accounting Services	07/01/2023 - 06/30/2024	\$ 98,000.00	\$ -	\$ 98,000.00	98,000.00
Hallmark Group	Project Management/Controls	05/22/2023 - 06/30/2024	\$ 1,251,440.00	\$ 17,406.25	\$ 1,234,033.75	1,234,033.75
Khadam Consulting, Inc	Contracts/Agreements Support	12/14/2022 - 06/30/2023	\$ 109,500.00	\$ 70,787.86	\$ 38,712.14	38,712.14
Lagerlof, LLP	Legal	11/10/2021 - 06/30/2024	Not Stated	\$ 211,323.64		
Natural Resource Results, LLC	Federal Relations/Lobbying	05/16/2023 - 06/30/2024	\$ 212,500.00	\$ 26,249.00	\$ 186,251.00	186,251.00
Regional Government Services - RGS	Board Clerk/Administration	03/08/2023 - 06/30/2023	\$ 25,000.00	\$ 7,907.00	\$ 17,093.00	17,093.00
S&P Global Ratings	Rating Evaluation	12/19/2022 - [Open]	\$ 55,000.00	\$ 50,000.00	\$ 5,000.00	5,000.00
Smith Policy Group, LLC	Communication/Scheduling	01/30/2023 - 03/31/2023	\$ 15,000.00	\$ 15,637.50	\$ (637.50)	(637.50)
T. Ravazzini Consulting	Executive Director	09/14/2022 - 06/30/2025	\$ 1,226,360.00	\$ 301,057.50	\$ 925,302.50	925,302.50
TBD*	JPA Financial Audit	TBD	TBD			

\*RFP for audit of FY23 to be issued Jul or Aug 2023. Audit report due by June 2024.



# Next Steps

- Complete invoice payment and approval process
- Establish controls for all JPA contracts
- Update baseline budget and schedule
- Initiate coordination meetings with JPA member communications professionals
- Seek further opportunities to streamline administration
- Establish draft JPA Cost Report format
- Develop JPA progress and cost report for CCWD grant reimbursement
- Assign responsibility to draft project agreements which will inform Service Agreement

**ITEM 3.2: CALIFORNIA WATER COMMISSION (CWC) WATER STORAGE INVESTMENT PROGRAM (WSIP) PROCESS AND CONTRACT FOR ADMINISTRATION OF PUBLIC BENEFITS (CAPB) UPDATE**

**RESPONSIBLE/LEAD STAFF MEMBER:**

Taryn Ravazzini, Executive Director

**DISCUSSION:**

The Los Vaqueros Reservoir Joint Powers Authority (Authority) was formed in October 2021 to provide governance of the Phase 2 Los Vaqueros Reservoir Expansion Project (Project) which will increase the reservoir's capacity from 160,000 acre-feet to 275,000 acre-feet and add new and modified conveyance facilities to provide environmental, water supply reliability, operational flexibility, water quality, and recreational benefits.

The Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) dedicated \$2.7 billion for investments in the public benefits of water storage projects. The Project has been conditionally awarded approximately \$477 million of Proposition 1 funds from the California Water Commission under the Water Storage Investment Program (WSIP) and will demonstrate public ecosystem, emergency response, and recreation benefits. Final award of these funds requires completion of two separate Contracts for Administration of Public Benefits (CAPB), one between the Authority and the California Department of Fish and Wildlife (CDFW) and other between the Authority and the Department of Water Resources (DWR). The CAPBs will become an exhibit to the final Funding Agreement with the California Water Commission.

The Authority is currently coordinating with the California Department of Fish and Wildlife (DFW) and California Department of Water Resources (DWR) to develop a proposed schedule for drafting the CAPBs. Executive Director Ravazzini will provide an overview of the WSIP process and status update of the CAPBs.

The presentation is included in the Board packet.

**ALTERNATIVES:**

For discussion purposes.

**FISCAL ANALYSIS:**

None

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable

**EXHIBITS/ATTACHMENTS:**

Presentation on WSIP process and status update concerning CAPBs

WSIP Update: June 2023



The logo for the Los Vaqueros Reservoir Expansion Project is positioned in the upper right quadrant. It features the words "LOS VAQUEROS" in a bold, blue, sans-serif font. Below this, "RESERVOIR EXPANSION" and "PROJECT" are written in a green, sans-serif font. To the right of the text is a vertical graphic consisting of four stacked, trapezoidal shapes that resemble a dam or a reservoir cross-section, colored in a gradient from light blue at the top to green at the bottom.

# LOS VAQUEROS RESERVOIR EXPANSION PROJECT

The background of the slide is a scenic landscape photograph. It shows a large, calm blue reservoir in the middle ground, surrounded by rolling green hills. In the distance, a line of white wind turbines is visible against a clear sky. In the foreground, a concrete dam structure is partially visible, with a road and some trees leading up to it.

CWC / WSIP Process and CAPB Update  
July 12, 2023

# Proposition 1

The Water Quality, Supply, and Infrastructure Improvement Act of 2014 dedicated \$2.7 billion for investments in the public benefits of water storage projects.

The proposition defined public benefits as:

- Ecosystem improvements
- Water quality improvements
- Flood control
- Emergency response
- Recreation

The proposition requires all projects to include an ecosystem benefit as well as a measurable improvement to the Delta.

# LVE WSIP Journey

Proposition 1 Passed	November 2014
WSIP Regulations Adopted	December 2016
LVE WSIP Application Submitted	July 2017
LVE MCED determination - \$459,000,000	July 24, 2018
LVE MCED Inflation Adjusted (2.5%) - \$470,475,000 LVE Early funding approved - \$23,877,917	January 20, 2021
★ LVE JPA Formation	October 2021
LVE Continuing Eligibility and Feasibility Determination	October 20, 2021
LVE MCED Inflation Adjusted (1.5%) - \$477,558,343	March 16, 2022
Final Award Hearing	June 2024



# LVE WSIP Public Benefits

## Ecosystem

- Increased water supply for San Joaquin Valley wildlife refuges
- Improved survival of salmonids migrating through Delta

## Emergency Response

- Catastrophic emergency
- Drought emergency


## Recreation

- Enhance recreation at LV Reservoir & Watershed



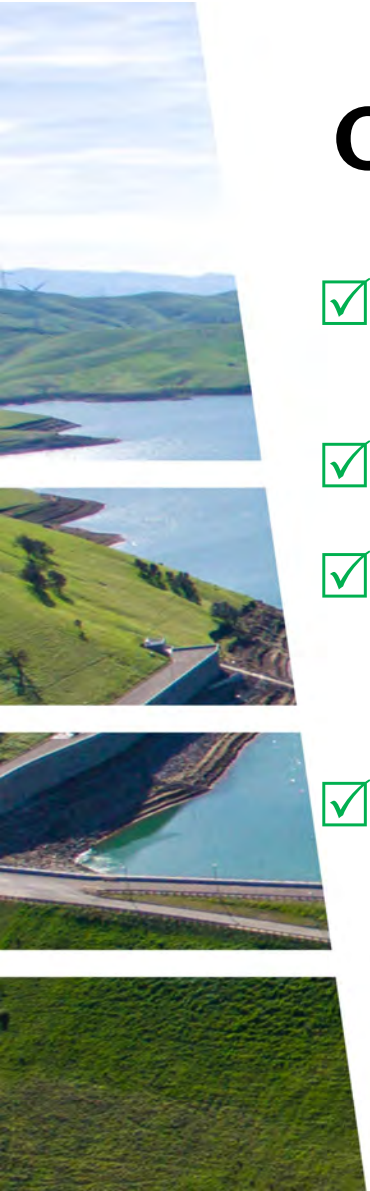


# CWC Required Findings

- 
- ✓ 1. The proposed project is cost-effective.
  - ✓ 2. The proposed project improves the operations of the State water system.
  - ✓ 3. The proposed project provides a net improvement in ecosystem and water quality conditions.
  - ✓ 4. The proposed project provides measurable improvements to the Delta ecosystem or to the tributaries to the Delta.
  - ✓ 5. The WSIP cost share is less than or equal to 50 percent of the proposed project's total capital costs, with the exception of conjunctive use projects and reservoir reoperation projects.

LVE is a reservoir reoperation and CALFED project; therefore, eligible for funding greater than 50% of construction costs.

# CWC Required Findings

- 
- ✓ 6. The WSIP-funded ecosystem improvement benefits make up at least 50 percent of the total public benefits funded by WSIP.
  - ✓ 7. The proposed project appears to be feasible.
  - ✓ 8. The proposed project advances the long-term objectives of restoring ecological health and improving water management for beneficial uses of the Delta.
  - ✓ 9. The proposed project is consistent with all applicable laws and regulations



# Requirements for Final Award Hearing

- ✓ • Feasibility study
- Environmental documents
  - ✓ ◦ Final Supplemental to Final EIS/EIR
  - ↻ ◦ Record of Decision - Reclamation
- ↻ • Permits for Construction (state & federal)
- ↻ • Evidence of non-program funding (service agreements & federal funding)
- Contracts for administration of public benefits



# Contracts for Administration of Public Benefits

- Project proponents must enter into contracts with the state agencies responsible for the administration of the public benefits.
  - CDFW administers ecosystem benefits
  - DWR administers emergency water supply and recreation benefits
- Statute and regulations require CAPBs to ensure public contribution of funds achieves public benefits.
- Regulations define content of CAPBs.
- CAPBs are two-party agreements ie: JPA/CDFW
- Exhibit to CWC Funding Agreement



# Overall Process & Schedule

- JPA and CDFW/DWR to **negotiate** CAPBs
  - Coordinating on developing proposed schedule for drafting
  - Negotiations have not started
- Forming a CAPB workgroup to provide Member agency staff input for JPA negotiations with CDFW and DWR
- JPA will brief the Board and member agencies on the development of the draft CAPBs.

# Overall Process & Schedule

- CWC meeting early 2024 (TBD)
  - DWR and CDFW to present draft CAPBs
  - JPA to present project overview and virtual tour
- Drafts will be available for Commission/public review and comment
- Must be executed before Commission awards funding
- JPA to execute the CAPBs by April 2024 to meet the Final Award Hearing date of June 2024.

# Water Storage Investment Program

## THE ROAD TO FINAL FUNDING

Proposition 1: The Water Quality, Supply, and Infrastructure Improvement Act of 2014 dedicated \$2.7 billion for investments in the public benefits of water storage projects.

The proposition defined public benefits as:

- Ecosystem improvements
- Water quality improvements
- Flood control
- Emergency response
- Recreation

The proposition requires all projects to include an ecosystem benefit as well as a measurable improvement to the Delta.

**Proposition 1** does not allow the California Water Commission to make final awards until a project has completed Proposition 1 requirements. The Commission made maximum conditional eligibility determinations (MCEDs) for seven projects that would boost the state's water storage capacity by 2.77 million acre-feet. The MCED is the **maximum** amount of Prop. 1 funding available to a given project. Before requesting a final funding hearing with the Commission, project proponents are required to submit documentation showing all of the following have been completed:

- Contracts for administration of public benefits (CAPBs)
- Completed environmental documentation
- All required federal, state, and local approvals and agreements necessary for construction
- Contracts for non-program funding

These requirements help protect the State's investment and ensure taxpayer dollars are being spent for their intended purpose.

## USEFUL LINKS:

California Water Commission Home Page: [cwc.ca.gov](http://cwc.ca.gov)

Frequently Asked Questions: [cwc.ca.gov/-/media/CWC-Website/Files/Documents/2023/WSIP/WSIP\\_FAQs\\_MAY2023\\_FINAL.pdf](http://cwc.ca.gov/-/media/CWC-Website/Files/Documents/2023/WSIP/WSIP_FAQs_MAY2023_FINAL.pdf)

WSIP Home Page: [cwc.ca.gov/Water-Storage](http://cwc.ca.gov/Water-Storage)

## CONTACT THE COMMISSION

For More Information: [cwc@water.ca.gov](mailto:cwc@water.ca.gov)

Twitter: @CA\_WaterCom

## CONTRACTS FOR THE ADMINISTRATION OF PUBLIC BENEFITS

Project proponents must enter into contracts with the state agencies responsible for the administration of the public benefits produced by the project.

- California Department of Fish and Wildlife administers the ecosystem benefits.
- State Water Resources Control Board administers the water quality improvement benefits.
- Department of Water Resources administers the emergency response, flood control, and recreation benefits.

Administering Agencies will present their draft CAPBs to the Commission at a regularly scheduled Commission meeting. The Commission cannot make a final funding decision during this meeting.

The Commission reviews, but does not approve, the contracts.

The draft CAPBs will be posted on the WSIP project page on the Commission’s website for public review and comment.

The public comment period lasts for a **minimum of 14 days**.

All comments received by the Commission will be forwarded to the administering agencies, who may consider comments before executing contracts.

## FINAL ENVIRONMENTAL DOCUMENTATION

All environmental documentation associated with the project has been completed.

## ALL REQUIRED FEDERAL, STATE, AND LOCAL APPROVALS AND AGREEMENTS

The project applicant must obtain all federal, state, and local approvals, certifications, and agreements required to begin construction.

## CONTRACTS FOR NON-PROGRAM FUNDING

The project applicant must enter into a contract with each party that will derive benefits, other than public benefits, from the project. The contract ensures each party to the contract will pay its share of the total costs of the project. Documents meeting this requirement will vary among the projects.

## FINAL FUNDING HEARING

Once a project proponent completes all required documentation to the Commission, the project can request a final funding hearing.

Commission staff will review submitted information for compliance with Proposition 1 requirements and make a recommendation to the Commission.

WSIP regulations state that project proponents shall provide a description of changes to the planned project that have occurred since the receipt of the MCED, including any changes to planned operations.

The Commission must consider any changes to the project before it determines the final funding amount.

Commissioners have the discretion to award less than the MCED, but the award cannot exceed the MCED.

The funding agreement will be developed and executed after the Commission’s award decision. WSIP funds are paid on a reimbursement basis, after funding recipients incur costs.

## ESTIMATED SCHEDULE FOR FINAL FUNDING HEARINGS\*



\*Based on applicant's quarterly reports. Dates subject to change.

## CONTACT THE COMMISSION

General Information: [cwc@water.ca.gov](mailto:cwc@water.ca.gov)



## REPORTS

### **ITEM 4.2.1: EXECUTIVE DIRECTOR'S REPORT**

The following highlights a few key activities which occurred last month.

**Multi-Party Cost Share Agreement Amendment No. 5 (MPA)** – The table below shares the current status of the approvals and execution progress of MPA Amendment No. 5. The Authority and Contra Costa Water District signed the MPA amendment before FY 2024 commenced, making it effective July 1 while awaiting approval and signatures from other Authority Members.

Entity	Approval Date	Status
LVE JPA	June 14	Signed June 14
CCWD	June 21	Signed June 30
ACWD	July 13	
EBMUD	August 8	
Grassland	June 22	Signature in Progress
SFPUC	August 8	
SLDMWA	July 13	
Valley Water	August 8 or 22	
Zone 7	July 18	

**California Water Commission Approved Funding Award for Harvest Water Project** – The California Water Commission on June 21 awarded the Sacramento Regional County Sanitation District (Regional San) \$277.5 million to help construct the Harvest Water Program, a conjunctive-use project that will supply treated wastewater to agricultural lands that also provide habitat to wildlife in southern Sacramento County. It is the first project in the Water Storage Investment Program (WSIP) to complete the Proposition 1 requirements and appear before the Commission for a final award hearing.

**FY 22 Audit Follow Up with Maze & Associates** – At the June Board meeting, Chair Ramirez Holmes inquired about the omission of a Management Discussion and Analysis (MD&A) by Maze & Associates. The Executive Director followed up with Mr. Alvey of Maze & Associates on the MD&A discussed and was informed that analysis is typically included to compare the results from a prior year's audit. Thus, because there was no prior Authority audit, the Management Discussion and Analysis was not included in the report. Mr. Alvey noted that after a full year is complete (fiscal year 2022/23), this could be done for the Authority and would provide some benefit.

## Ad Hoc Committee Schedule Updates:

- **Design and Construction Agreement** – As Ad Hoc Committee Chair Steve Ritchie reported last month, the Authority awaits communication from CCWD on the Authority’s responses to the draft term sheet. The Executive Director met with CCWD twice (May 15 and June 2) to review the Authority’s responses and answer any questions.
- **Facilities Usage Agreement** – A meeting of the Ad Hoc Committee has not yet been scheduled.

**Modified Transfer-Bethany Pipeline Alignment - Amendment to CEQA Approved by CCWD:** Contra Costa Water District (CCWD) as lead agency under the California Environmental Quality Act, and the U.S. Department of Interior, Bureau of Reclamation (Reclamation), as lead agency under the National Environmental Policy Act, completed the Final Environmental Impact Statement (EIS)/Environmental Impact Report (EIR) and the Final Supplement to the Final EIS/EIR (“Final Supplement”) for the Los Vaqueros Reservoir Expansion Project (both California State Clearinghouse No. 2006012037). On July 5 at a regularly scheduled Board of Directors meeting, CCWD approved the Modified Transfer-Bethany Pipeline Alignment based on the July 2023 EIR Addendum #2 to the certified EIR for the Los Vaqueros Reservoir Expansion Project prepared by CCWD (see [LVE EIR Addendum2 July2023](#) ).

CCWD is expected to File Notice of Determination with Alameda and Contra Costa County Clerk Offices and the State Clearinghouse. The CEQA challenge period will end on August 11.

For more information, below is an additional excerpt from the CCWD Staff Report prepared for the July 5 meeting:

*Since the Final EIS/EIR as modified by the Final Supplement was approved by the CCWD Board, CCWD has made additional minor modifications to the Transfer-Bethany Pipeline alignment (Modified Transfer-Bethany Pipeline Alignment) in coordination with the East Contra Costa County Habitat Conservancy (ECCCHC), East Bay Regional Parks District (EBRPD), California Department of Fish and Wildlife, Contra Costa Transportation Authority, Contra Costa County (Public Works, Airports), and adjacent private landowners to reduce impacts to habitat and lands encumbered with conservation protections and to avoid future conflicts with the future Vasco Road Widening and State Route 239 Connector Project (SR-239). The effects of the Modified Transfer-Bethany Pipeline Alignment are evaluated in the July 2023 EIR Addendum #2. Planned operations of the Transfer-Bethany Pipeline are unchanged and remain consistent with the CCWD Board approved Final EIS/EIR, as modified by the Board approved Final Supplement, which described design flow rate through the pipeline of up to 300 cubic feet per second. The Modified Transfer-Bethany Pipeline Alignment includes the following:*

- *Modifying the alignment at the northern end as it leaves the Existing Transfer Facility to parallel existing natural gas and petroleum transmission pipelines rather than crossing and paralleling Vasco Road to the east; and*
- *Modifying the alignment at the southern end by veering from Armstrong Road near the Byron Airport and continuing cross country, south, southeast and then east, before connecting with the pipeline at Byron Hot Springs Road as analyzed in the Final Supplement (rather than traversing due east across land owned by EBRPD for the benefit of the ECCCHC).*

*These modifications to the alignment resulted in a reduction of the pipeline length from 8.0 miles to 7.7 miles. Based on the furtherance of design work, the width of the easement required for implementation has been reduced from 300 feet to 140 feet wide and permanent impacts related to appurtenant facilities and access for operation and maintenance activities have been refined. The July 2023 EIR Addendum #2 environmental review demonstrates that the Modified Transfer-Bethany Pipeline Alignment would not result in any new significant impacts not previously disclosed in the Final EIS/EIR, nor would it result in a substantial increase in the magnitude of any significant environmental impact previously identified. There is no new information to show that mitigation measures previously found not to be feasible would in fact be feasible or that mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment. The Modified Transfer-Bethany Pipeline Alignment would be subject to the mitigation measures already adopted as part of the Mitigation Monitoring and Reporting Program previously approved by the Board.*

**Monthly List of JPA Contracts Entered into by Executive Director**

**June 2023**

<u>Contracts</u>	<u>Amount</u>	<u>Purpose</u>
NONE		
Total June 2023	\$0.00	



## **ITEM 4.2.2: FEDERAL RELATIONS UPDATES**

**June-July 2023 Engagement Activities with Reclamation** – The JPA, CCWD staff, and consultants are continuing to engage with Reclamation to advance several required agreements, approvals, and permits for the project construction, which cover the following topics:

- 1) Federal benefits:
  - a) Increased delivery of Incremental Level 4 (IL4) water supplies for CVPIA wildlife refuges in the San Joaquin Valley:
    - i) Developed updated estimates of IL4 deliveries consistent with the Federal Feasibility, demonstrated compatibility of deliveries with actual demand schedules for Refuges, and showed how IL4 deliveries from LVE would complement other permanent sources of IL4.
    - ii) Developing an approach for a contractual mechanism to guarantee delivery of IL4 through LVE facilities to satisfy both Federal and state requirements.
    - iii) Developing an approach to share available Delta surplus diversions at CCWD intakes (after CCWD customer demands are met) between public benefits (Refuge IL4) and non-public benefits (JPA Partners).
  - b) Increased delivery of SOD CVP water supplies, aka “CVP operational flexibility”:
    - i) Working with Reclamation to define parameters for deliveries of additional SOD CVP supplies that are: (1) consistent with CCWD Board’s principles of participation, (2) do not conflict of (Refuge IL4) and non-public benefits (JPA Partners) deliveries, (3) consistent with San Luis Delta Mendota Water Authority’s preferences for repayment of any Federal investments.
- 2) WIIN 4007 Agreement, or “Federal Partnership Agreement”:
  - a) Working with Reclamation to define the scope of the agreement (items to be covered), process, and schedule for developing the agreement.
  - b) Reclamation has initiated drafting of the Basis of Negotiation (BON) document, which is the formal process for the Reclamation commissioner to delegate authority to the Regional Director to enter into negotiations with the JPA.
- 3) Water rights change petitions
  - a) Reclamation and CCWD are continuing preparations to submit water right change applications to the State of California for both Reclamation and CCWD water rights by November 2023.
  - b) CCWD submission is pending the issuance of the State Incidental Take Permit for aquatic species by California Department of Fish and Wildlife. CCWD has submitted the formal application and is expecting the permit in September 2023.
  - c) Reclamation submission is pending the completion of the accounting of historical CVP water used under its water rights (perfected use).
- 4) Record of Decision (ROD) and Federal Permitting:

- a) Reclamation and CCWD are coordinating the pursuit of federal construction permits for terrestrial and cultural resources (expected to be issued the summer of 2023). (Prerequisite for the ROD)
- b) Reclamation and CCWD are continuing to explore a potential path forward for securing required Endangered Species Act ESA coverage for LVE operations (aquatic species) under the existing biological opinions. (Prerequisite for the ROD)
- c) The ROD, which is a prerequisite for release of federal funds and final construction approvals, is pending the issuance of Federal permits for Project construction and operations (4.a and 4.b). (Maybe a prerequisite for the CWC Final Award Hearing).
- d) CCWD Board certified a CEQA amendment to the Final Supplement to the Final EIS/EIR related to the Transfer-Bethany pipeline alignment revisions. Reclamation is reviewing the amendment to confirm if NEPA analysis is necessary.

Next leadership workshop between the JPA, CCWD, and Reclamation is planned for July 26, 2023.

**To:** Board of Directors, *Los Vaqueros Reservoir Joint Powers Authority*  
**From:** Natural Resource Results and Water and Power Law Group  
**RE:** Board Report – June/July 2023

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### **Feinstein STREAM Act Legislation**

*See Action Item 2.3 Support of Senator Feinstein’s STREAM Act (S. 2162)*

### **Appropriations**

The House is moving forward with the fiscal year 2024 appropriations process, marking up a handful of bills and moving them through the committee process, including Department of Homeland Security and the Energy and Water bill which funds the Bureau of Reclamation. House Republicans chose to cut spending below the levels agreed to in the debt limit deal, which puts them on a collision course with the Senate. The most relevant account from the Energy and Water bill includes the following:

- \$134 million for the WIIN Act Storage Account (FY23 enacted = \$134 million)

The bill also includes the full text of Congressman Valadao’s WATER for California Act, which would mandate that the CVP and SWP be operated in accordance with the 2019 biological opinions.

### **Coordination JPA Member Agency Lobbyists**

On Thursday, June 15<sup>th</sup>, NRR hosted a coordination call among the individual JPA members’ federal lobbyists. We discussed meetings with the Commissioner and Hill offices, as well as Congressman Harder’s legislation. Contra Costa Water District (CCWD) provided an update on their recent lobbying activity. We will meet again on a monthly basis.

On Thursday, June 22<sup>nd</sup>, the NRR and WPLG team met via video conference call with Executive Director Ravazzini, the CCWD GM and the District’s Federal Relations team. We discussed messaging and coordination at the GM and staff level on federal relations activities.

### **Congressman Harder Legislation**

As part of the June 22<sup>nd</sup> meeting with the CCWD GM and Federal Relations team, we discussed Congressman Harder's SAVE Water Act. It was reported that the Congressman is interested in providing additional direction to Reclamation through legislative language in the Act to conclude all activities necessary to execute a Record of Decision (ROD) as soon as possible. The JPA's and CCWD's GMs tasked federal representatives from both the JPA and CCWD to work collectively to develop language to assist the Congressman.

Reclamation, at both the DC and regional levels, however, believes it has a plan of approach to resolve the outstanding issues necessary for execution of a ROD and sees any additional legislative direction as both unnecessary and potentially harmful by drawing unneeded attention to the Project. We anticipate that the bill will be reintroduced in the Fall, so we have time to coordinate on strategy and develop an approach. We also anticipate additional outstanding issues to be resolved at the next leadership workshop meeting currently scheduled for July 26, which will also help refine the extent of potential legislative language needed to address the Congressman's request.

### **Waters Of The United States (WOTUS)**

Following the Supreme Court decision in *Sackett v. EPA*, which significantly narrowed the scope of WOTUS, there has been significant uncertainty around what constitutes a jurisdictional water and what doesn't. The Army Corps of Engineers (Corps) has put a pause on jurisdictional determinations, throwing a massive wrench in the regulatory world. The Corps has not publicly released any guidance on how it will implement the Clean Water Act following the ruling but in a congressional hearing last week, Assistant Secretary of the Army for Civil Works, Mike Connor, stated that the Administration intends to finalize a new WOTUS rule based on the Sackett decision by September 1<sup>st</sup>.



**ITEM 4.4: BOARD POLICY AND ACTION CALENDAR**

**RESPONSIBLE/LEAD STAFF MEMBER:**

Taryn Ravazzini, Executive Director

**DISCUSSION:**

The updated Board Policy and Action Calendar is provided for the Board's information, including Authority Board meeting items by month for the next six months. In addition, the overview graphic is included, organized by functional area to show potential discussion and action items for Authority Board and Committee meetings for the next six months.

**ALTERNATIVES:**

Not applicable

**FISCAL ANALYSIS:**

Not applicable

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable

**EXHIBITS/ATTACHMENTS:**

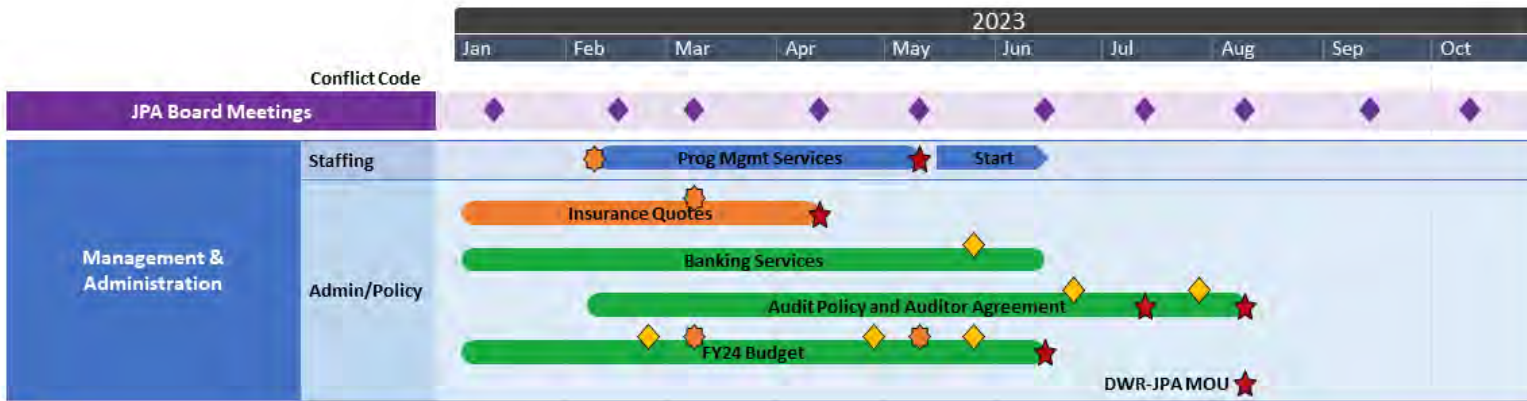
6-Month Calendar and Outline of Board Policies and Actions

**LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY  
6-MONTH CALENDAR AND OUTLINE OF BOARD POLICIES AND ACTIONS**

<b>6-Month Calendar</b>	
<b>Board Activities</b>	<b>Committee Activities</b>
<b><i>June Accomplishments 2023</i></b>	
<ul style="list-style-type: none"> <li>✓ FY 24 Budget [Action]</li> <li>✓ Accounting Services [Action]</li> <li>✓ Multi-Party Agreement Amendment 5 [Action]</li> <li>✓ Approval of FY22 Audit Report [Action]</li> <li>✓ Contract Amendment Approvals for General Counsel Services, Financial Consulting Services, and Executive Director Services [Action]</li> <li>✓ Designation of Voting Representative for ACWA [Action]</li> </ul>	<ul style="list-style-type: none"> <li>✓ Transfer-Bethany Pipeline/PP1 Updates [O&amp;E Committee]</li> </ul>
<b><i>July 2023</i></b>	
<p>Audit Policy [Action]</p> <p>Contracts for Administration of Public Benefits Overview [Discussion]</p>	<p>Audit Policy [7/11/23 Finance Committee]</p> <p>Water Rights Change Petition and Program Schedule Update [O&amp;E Committee]</p> <p>CCWD Facilities Usage Agreement [Ad Hoc Committee]</p> <p>CCWD Design and Construction Agreement [Ad Hoc Committee]</p>
<b><i>August 2023</i></b>	
<p>DWR-JPA Memorandum of Understanding [Action]</p> <p>CCWD Design and Construction Agreement [Discussion]</p>	<p>WIFIA Application [Finance Committee]</p> <p>Plan of Finance Update [Finance Committee]</p> <p>EBMUD Facilities Usage Agreement [Ad Hoc Committee – if approved]</p> <p>Strategic Communications Plan Development [Communications and Outreach Committee]</p> <p>CCWD Design and Construction Agreement [Ad Hoc Committee]</p> <p>CCWD Facilities Usage Agreement [Ad Hoc Committee]</p>

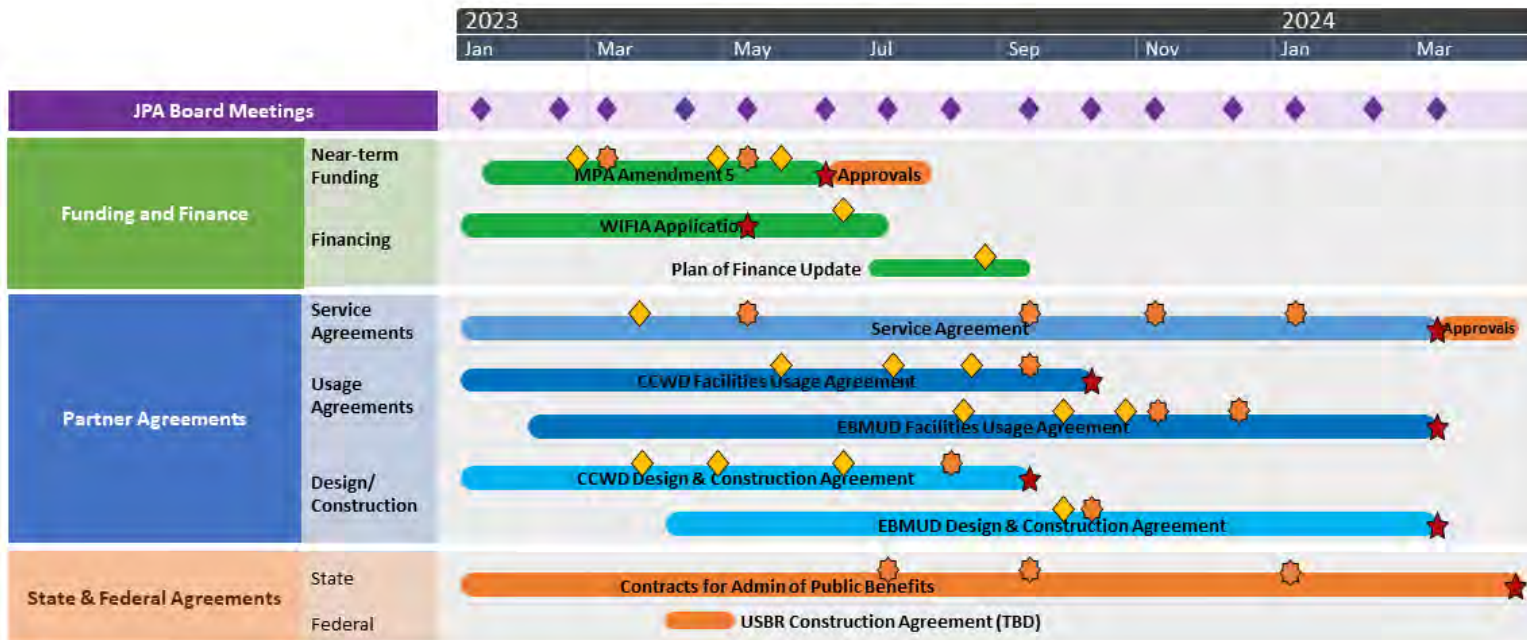
<b>6-Month Calendar</b>	
<b>Board Activities</b>	<b>Committee Activities</b>
<b><i>September 2023</i></b>	
Draft Contracts for Administration of Public Benefits [Discussion] CCWD Design and Construction Agreement [Action] CCWD Facilities Usage Agreement [Discussion] Contract for Administration of Public Benefits [Discussion] Service Agreement [Discussion]	CCWD Facilities Usage Agreement [Ad Hoc Committee] EBMUD Design and Construction Agreement [O&E Committee]
<b><i>October 2023</i></b>	
CCWD Facilities Usage Agreement [Action] EBMUD Design and Construction Agreement [Discussion]	EBMUD Facilities Usage Agreement [O&E Committee]
<b><i>November 2023</i></b>	
EBMUD Facilities Usage Agreement [Discussion] Service Agreement [Discussion]	EBMUD Facilities Usage Agreement [O&E Committee]
<b><i>December 2023</i></b>	
EBMUD Facilities Usage Agreement [Discussion] Service Agreement [Discussion]	EBMUD Facilities Usage Agreement [O&E Committee]

# Los Vaqueros Reservoir Joint Powers Authority Draft 2023 Major Policy Calendar *Dates Subject to Change*





## Los Vaqueros Reservoir Joint Powers Authority Draft 2023 Major Policy Calendar *Dates Subject to Change*



Future Agreements to Develop (Schedules TBD)  
Conveyance Agreement(s) (e.g., SBA), O&M Agreements, CCWD Backstop Agreement

**ITEM 4.5: COMMITTEE MEETING SUMMARIES**

**RESPONSIBLE/LEAD STAFF MEMBER:**

Taryn Ravazzini, Executive Director

**RECOMMENDATION:**

None

**ALTERNATIVES:**

Not applicable

**FISCAL ANALYSIS:**

Not applicable

**ENVIRONMENTAL REQUIREMENTS:**

Not applicable

**EXHIBITS/ATTACHMENTS:**

- O&E Committee Meeting Summary
- Communications Committee Meeting Summary
- Finance Committee meeting in June was rescheduled to July 11, 2023. As a result, the meeting summary is not yet available and will be provided to the Board in August.



## **SUMMARY OF REGULAR MEETING OF OPERATIONS AND ENGINEERING COMMITTEE**

June 15, 2023 – 10:00 a.m.

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Chair Jose Gutierrez and Committee Members Jonathan Wunderlich and Steve Ritchie participated telephonically. Committee Member Antonio Martinez was absent. Staff and eleven others also participated. The meeting was called to order at 10:00 a.m.

Chair Jose Gutierrez called for public comment on non-agenda items. None were received.

### **1.1 March 16, 2023 Operations and Engineering Committee Meeting Summary.**

The summary from the March 16, 2023 Operations and Engineering Committee meeting was presented. On motion by Committee Member Ritchie, seconded by Committee Member Wunderlich, the draft summary was unanimously accepted with no revisions and will be included in the next Board meeting packet.

### **1.2 Update on Pumping Plant No. 1 Replacement Design.**

Executive Director Taryn Ravazzini provided a brief background on Pumping Plant No. 1 and introduced Stan Ali of Contra Costa Water District to provide a detailed update on that facility. Mr. Ali stated Pumping Plant No. 1 has a current capacity of 100 cubic feet per second (cfs) and that capacity must be increased to 350 cfs (approximately 30,000 acre-feet per year) in order to deliver contemplated supplies to the Authority members through the Neroly High Lift Pump Station, as well as to meet CCWD's reliability needs when the Los Vaqueros Reservoir is taken out of service.

Mr. Ali reviewed the current status of the design of the replacement facility for Pumping Plant No. 1, including reviewing the results of the geotechnical investigation completed in July 2022 and the results from the physical model of the Pumping Plant No. 1 replacement. He also stated some changes were made as a result of value engineering and reviewed the anticipated construction schedule and related design coordination agreements that are needed and noted that construction on Pumping Plant No. 1 is scheduled to commence in January 2025.

Committee Member Ritchie inquired whether the cost considerations and recommended revisions to the facility made through the value engineering efforts would reduce reliability or structural integrity. He was assured those revisions and cost considerations would not impact reliability or structural integrity. With respect to the specified 120-week lead time for the

transformers, Committee Member Ritchie asked whether anything could be done to speed up the process and stated his agency recently had a positive experience a company based in San Carlos that provided transformers with a much shorter lead time. Committee Member Ritchie will provide contact information for that supplier to CCWD.

Committee Member Wunderlich asked when the overall project cost estimate would be available. Mr. Ali advised CCWD is nearing completion on that update and will have that information available in early July. Committee Member Wunderlich also commented on the potential for giving the JPA members enhanced priority of deliveries through Pumping Plant No. 1.

Chair Gutierrez asked who will maintain the Contra Costa Canal. Mr. Ali responded CCWD will maintain that canal, but the area upstream of the Rock Slough Fish Screen Afterbay will be maintained by the Bureau of Reclamation and the area below the Afterbay will be maintained by CCWD. Chair Gutierrez also inquired regarding any operational constraints. Maureen Martin of CCWD advised that the modeling and environmental analysis conducted to date has shown the project can provide all contemplated benefits through the facilities as designed.

Committee Member Ritchie left the meeting at 10:31 a.m.

Chair Jose Gutierrez called for public comments. None were received.

### **1.3 Update on Transfer-Bethany Pipeline**

Executive Director Ravazzini then introduced Bryan Perkins, Senior Engineer on CCWD's Los Vaqueros Project team, who provided an update on the status of the Transfer-Bethany Pipeline (TBPL), which will deliver water from the expanded Transfer Pump Station to the California Aqueduct. Mr. Perkins reviewed the selected TBPL alignment and hydraulic profile of the TBPL. Mr. Perkins also gave the Committee an overview of the Turn-In Agreement that is under negotiation with the Department of Water Resources and provided an update on the Turn-In design. Mr. Perkins also provided the results of the geotechnical and environmental site investigations conducted to date, discussed right-of-way acquisition and reviewed the TBPL schedule. Bidding for the project will take place in late 2025 and construction is anticipated to be completed in 2028.

Committee Member Wunderlich asked whether the selected pipeline alignment shown is the same alignment previously presented to the California Department of Fish and Wildlife. Mr. Perkins advised that it was. Committee Member Wunderlich also asked about ownership of the TBPL. Mr. Perkins stated it is anticipated the Authority will own most of the TBPL, but DWR will own the facilities on its land, which is approximately one mile in length.

Chair Jose Gutierrez called for public comments. None were received.

### **FUTURE AGENDA ITEMS:**

- Update on costs and construction of the pipeline.

Next Operations and Engineering Committee meeting: July 20, 2023



The meeting was adjourned at 10:50 a.m.

*James D. Ciampa*

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James D. Ciampa  
General Counsel



## SUMMARY OF REGULAR MEETING OF COMMUNICATIONS AND OUTREACH COMMITTEE

June 28, 2023 – 10:00 a.m.

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The meeting was called to order at 10:00 a.m. Participating telephonically were:  
Angela Ramirez Holmes – Hendersonville Public Library, 140 Saundersville Road  
Hendersonville, Tennessee 37075

Ricardo Ortega – 200 West Wilmott Avenue, Los Banos, California 93635

Ernesto Avila – 1331 Concord Avenue, Concord, CA 94320 [incorrect address was posted on the agenda and Committee Member Avila would be participating from a location not designated on the agenda, which would violate the Brown Act. Committee Member Avila departed the meeting at 10:03 a.m.]

Staff and nine others attended the meeting via Zoom.

Chair Angela Ramirez Holmes called for public comments and none were received. Marguerite Patil of Contra Costa Water District confirmed that no members of the public were attending the meeting in person at the CCWD office address designated on the agenda.

### **1.1 April 26, 2023 Communications and Outreach Committee Meeting Summary.**

The summary from the April 26, 2023 Communications and Outreach Committee Meeting was presented and accepted without change.

Chair Angela Ramirez Holmes called for public comments and none were received.

**1.2 Introduction of Communications Team.** Executive Director Taryn Ravazzini stated the Program Management team’s scope of work includes various communications-related tasks, and she reviewed those items. She then introduced the communication specialists who are part of that team, Jennifer Persike of Jennifer Persike & Company and Lindsay Pangburn of Pro시오 Communications, Inc.

Ms. Persike and Ms. Pangburn presented an overview of the contemplated communications services they will provide to the Authority. They will start with a full audit of the Authority’s current communications methods, including reviewing all collateral materials, the content on the Authority’s website and organization of the website and stakeholder outreach efforts. They will develop and present an outline of the proposed Communications Plan to the Committee at the

Committee's August meeting for input and discussion. That plan will build upon the Authority's adopted communications goals and priorities.

Ms. Persike further advised they will be developing key milestone announcements and inquiry coordination and will be setting up a LinkedIn profile and content to share key aspects of the project on that platform and across other social media platforms.

Ms. Pangburn stated the Authority's website is in the process of being transitioned from CCWD to the Hallmark Group and that transition should be completed in late July or early August. Also, monthly newsletters to the Authority members will continue and quarterly newsletters to external stakeholders are contemplated. The communications team will also develop the virtual tour of the Project that is required by the California Water Commission in connection with its final funding decision.

Committee Member Ortega concurred in the actions to be taken and stated a monthly newsletter for the Authority members is needed. Chair Ramirez Holmes suggested the communications team review the minutes from the Committee's prior meetings, which will provide context on the concerns raised on communications issues. She also emphasized the importance of ensuring coordination and consistency with the members and their messaging.

Chair Ramirez Holmes then emphasized the communications issues that are most important to her, including ensuring the Authority website is accessible, continued transparency, ensuring the Authority's media list is inclusive of all members' service areas and growing the e-mail distribution list.

Chair Ramirez Holmes also asked when the communications team will be introduced to the Board. Executive Director Ravazzini advised that an update on program management will be provided at the July 12 Board meeting, including introduction of the communications team, and a more formal presentation will be made when the Communications Plan is presented to the Board.

Committee Member Ortega stated collateral materials should be produced in multiple languages, especially Spanish, and that some materials should be focused on younger audiences and having a "Kids Page" on the Authority website may be worthwhile. He mentioned Grassland Water District's education center as a place where those materials would be useful and Executive Director Ravazzini mentioned CCWD's Los Vaqueros Interpretative Center could also be a place where those youth-focused materials could be used. Maureen Martin of CCWD advised the expansion of educational opportunities is a public benefit the Project will provide. Committee Member Ortega also stated there is a local photographer and staff members at Grassland Water District who can provide photographs and videos of the refuges that can be used as content.

Chair Angela Ramirez Holmes called for public comments. None were received.

## **FUTURE AGENDA ITEMS**

None.

The meeting adjourned at 10:48 a.m.

*James D. Ciampa*

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James D. Ciampa  
Interim General Counsel