



**LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
AGENDA**

Regular Meeting of the Board of Directors
April 10, 2024 – 9:30 a.m.

To be held at:
ZONE 7 WATER AGENCY
100 North Canyons Parkway
Livermore, CA 94551

JOIN BY ZOOM

Please click the link below to join the webinar:

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Or Telephone 1-669-900-6833 Webinar ID: 814 0466 9563

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. 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. 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
Paul Sethy, Treasurer, Alameda County Water District
Antonio Martinez, Director, Contra Costa Water District
Michael Tognolini, Director, East Bay Municipal Utility District
Ricardo Ortega, Director, Grassland Water District
Dennis Herrera, Director, San Francisco Public Utilities Commission
John Varela, Director, Santa Clara Valley Water District
TBD, Director – Ex Officio - Department of Water Resources

ALTERNATE DIRECTORS

Jonathan Wunderlich, Alternate Director, Alameda County Water District
Patt Young, Alternate Director, Contra Costa Water District
Doug Linney, Alternate Director, East Bay Municipal Utility District
Ken Swanson, 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 March 13, 2024 Board of Directors Meeting**
- 1.2 Treasurer’s Report Month Ended February 29, 2024**

ACTION ITEMS

- 2.1 Appointment of Authority Secretary**
- 2.2 Consideration and Possible Adoption of Resolution No. 4-24-01 In Appreciation of Service of Maureen Martin**
- 2.3 Consideration and Possible Adoption of Resolution No. 4-24-02 In Appreciation of Service of former Authority Secretary Ellen Wehr**
- 2.4 Consideration and Possible Adoption of Resolution No. 4-24-03 Approving Letter of Support to Maintain Budgeted Funding for Proposition 1 Water Storage Investment Program for FY 2025-2026**

DISCUSSION ITEMS

- 3.1 Multiparty Agreement Amendment #6 Update**
- 3.2 Program Management Update**
 - **Budget & Schedule**
 - **Agreements**
 - **Design & Permitting**

FUTURE AGENDA ITEMS

REPORTS

- 4.1 Directors**
- 4.2 Executive Director**
 - 4.2.1 Federal Relations Report**
 - 4.2.2 March 2024 Engagement Activities with Reclamation**
- 4.3 General Counsel**
- 4.4 Committee Meeting Summaries**

PUBLIC COMMENTS ON CLOSED SESSION

CLOSED SESSION

- 5.1 Performance Evaluation – Government Code Section 54957**
TITLE: Executive Director

RECONVENE IN OPEN SESSION

REPORT OF ACTION, IF ANY, TAKEN IN CLOSED SESSION

ADJOURNMENT

2024 AUTHORITY MEETING DATES

2024 Board of Directors Meetings (2nd Wednesday of the Month)

May 3, 2024	9:00am (Rescheduled)
June 12, 2024	9:30am
July 10, 2024	9:30am
August 14, 2024	9:30am
September 11, 2024	9:30am
October 9, 2024	9:30am
November 13, 2024	9:30am
December 11, 2024	9:30am

2024 Operations and Engineering Committee (3rd Thursday of the Month)

April 18, 2024	10:00am
May 16, 2024	10:00am
June 20, 2024	10:00am
July 18, 2024	10:00am
August 15, 2024	10:00am
September 19, 2024	10:00am
October 17, 2024	10:00am
November 21, 2024	10:00am
December 19, 2024	10:00am

2024 Finance Committee Meetings (4th Thursday of the Month)

April 25, 2024	1:00pm
May 23, 2024	1:00pm
June 27, 2024	1:00pm
July 25, 2024	1:00pm
August 22, 2024	1:00pm
September 26, 2024	1:00pm
October 24, 2024	1:00pm
November 21, 2024	1:00pm
December 2024	TBD

2024 Communications and Outreach (4th Wednesday of Every Other Month)

April 24, 2024	10:00am (Canceled)
June 26, 2024	10:00am
August 28, 2024	10:00am
October 23, 2024	10:00am
December 2024	TBD

LIST OF ACRONYMS

ACWA	Association of California Water Agencies
ACWD	Alameda County Water District
BON	Basis of Negotiation (with United States Bureau of Reclamation)
BOR	United States Bureau of Reclamation
CAPB	Contract for Administration of Public Benefits
CCWD	Contra Costa Water District
CNRA	California Natural Resource Agency
CR	Continuing Resolution
CVP	Central Valley Project
CWC	California Water Commission
DCA	Design and Construction Agreement
DFW	California Department of Fish and Wildlife
DSOD	Division of Safety of Dams (California Department Of Water Resources)
DWR	California Department of Water Resources
EBMUD	East Bay Municipal Utility District
EPA	Environmental Protection Agency
FUA	Facilities Usage Agreement
FY	Fiscal Year
GWD	Grassland Water District
H.R.	House of Representatives
ITP	Incidental Take Permit
JPA	Joint Powers Authority
LVE	Los Vaqueros Reservoir Expansion Project
LVR	Los Vaqueros Reservoir
NGO	Non-Governmental Organization
SFPUC	San Francisco Public Utilities Commission
SLDMWA	San Luis & Delta-Mendota Water Authority
SWP	State Water Project
Valley Water	Santa Clara Valley Water District
WIFIA	Water Infrastructure Finance and Innovation Act
WIIN	Water Infrastructure Improvements for the Nation Act
WSIP	Proposition 1 Water Storage Investment Program
Zone 7	Zone 7 Water Agency

CONSENT CALENDAR

ITEM 1.1: APPROVAL OF MINUTES FROM MARCH 13, 2024 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 March 13, 2024 Board of Directors meeting.

DISCUSSION:

The Clerk, General Counsel and Executive Director have prepared the attached draft minutes from the March 13, 2024 Board of Directors meeting.

ALTERNATIVES:

Any suggested revisions to the draft March 13, 2024 Board meeting minutes will be considered.

FISCAL ANALYSIS:

Not applicable.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- Draft minutes from March 13, 2024 Board of Directors meeting.



LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY MINUTES

Regular Meeting of the Board of Directors
Held at: **ZONE 7 WATER AGENCY**
100 North Canyons Parkway, Livermore, CA 94551
March 13, 2024 – 9:30 a.m.

Chair Angela Ramirez Holmes called the meeting to order at 9:33 a.m.

PLEDGE OF ALLEGIANCE – led by Chair Angela Ramirez Holmes

ROLL CALL OF DIRECTORS

Angela Ramirez Holmes, Chair, Zone 7 Water Agency (departed at 10:14 a.m.)
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Ellen Wehr, Secretary, Grassland Water District
Antonio Martinez, Director, Contra Costa Water District
Michael Tognolini, Director, East Bay Municipal Utility District
Rebecca Eisenberg, Director, Santa Clara Valley Water District (arrived at 9:39 a.m.)

ALTERNATE DIRECTORS

*Jonathan Wunderlich, Alternate Director, Alameda County Water District
Patt Young, Alternate Director, Contra Costa Water District
Ricardo Ortega, Alternate Director, Grassland Water District (arrived at 9:40 a.m.)
*Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
Richard Santos, Alternate Director, Santa Clara Valley Water District

*Alternate Director Ritchie participated in place of absent Director Dennis Herrera

*Alternate Director Wunderlich participated in place of absent Director Paul Sethy

ABSENT

Paul Sethy, Treasurer, Alameda County Water District
Dennis Herrera, Director, San Francisco Public Utilities Commission
Douglas Linney, Alternate Director, East Bay Municipal Utility District
Jose Gutierrez, Alternate Director, San Luis & Delta-Mendota Water Authority

Sandy Figuers, Alternate Director, Zone 7 Water Agency

OTHERS PRESENT

Taryn Ravazzini, Executive Director
James Ciampa, Lagerlof, LLP, General Counsel
Chuck Gardner, Program Manager, Hallmark Group
Maddy Benner, Hallmark Group
Jacqueline Harris, Hallmark Group (via Zoom)
Maureen Martin, Contra Costa Water District
Michael Waltz, InterWest Insurance Services
Rosemarie Perea, Board Clerk (via Zoom)
M.J. Brown, Assistant Board Clerk

Others were present in person, via Zoom and by telephone.

PUBLIC COMMENT ON NON-AGENDA ITEMS

Chair Ramirez Holmes called for public comments on non-agenda items. None were received.

Chair Ramirez Holmes announced the April Board meeting will likely be a lengthy meeting as the Executive Director’s performance evaluation will take place and therefore a Closed Session will be conducted at that meeting.

Maureen Martin of CCWD announced that she will be leaving CCWD and that she has tentatively accepted a position with the Metropolitan Water District. She expects her last day will be in early to mid-April and CCWD’s Assistant General Manager, Kyle Ochendusko, will be taking over her role with respect to the Project. The Directors, Alternate Directors and Executive Director thanked Ms. Martin for her valuable contributions to the Project and complimented her on her brilliance in dealing with Project issues, invaluable knowledge of the Project, steady guidance, honesty, integrity and efforts in building relationships among the Members. The Directors and Alternate Directors echoed that Ms. Martin’s departure will be a tremendous loss for the Project.

CONSENT CALENDAR

The Consent Calendar consisted of the following items:

- 1.1 Approval of Minutes from February 14, 2024 Board of Directors Meeting**
- 1.2 Treasurer’s Report for the Month Ended January 31, 2024**

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

Upon motion by Director Martinez, seconded by Director Eisenberg, the Consent Calendar was approved by the following roll call vote:

AYES: Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Ellen Wehr, Secretary, Grassland Water District
Antonio Martinez, Director, Contra Costa Water District

Michael Tognolini, Director, East Bay Municipal Utility District
 Rebecca Eisenberg, Director, Santa Clara Valley Water District
 Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
 Jonathan Wunderlich, Alternate Director, Alameda County Water District
 Angela Ramirez Holmes, Chair, Zone 7 Water Agency

NOES: None

ABSENT: None

ABSTAIN: None

The motion passed with an 8-0 vote.

ACTION ITEMS

2.1 Adoption of Resolution No. 3-24-01 Approving Renewal of Authority Insurance

Executive Director Taryn Ravazzini provided background information regarding the difficulties the Authority experienced last year in procuring insurance coverage, which resulted in the Authority obtaining that coverage from the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority (JPRIMA). That coverage expires April 1, 2024 and it is now necessary for the Authority to consider renewal of that coverage. Executive Director Ravazzini informed the Board there is an initial 3-year commitment with JPRIMA unless the premium increases by more than 15%, so obtaining quotes from other insurers is not a possible option as the premium increase is 14.5%. She then introduced Mike Waltz of InterWest Insurance Services to provide a summary of the coverage to be provided as well as to explain the increase in premium.

Mr. Waltz provided the below table, which was included in the Board meeting materials, to summarize the coverage being provided. He explained one option to reduce the premium would be to remove the excess liability coverage, but that would reduce the occurrence coverage from \$5 million to \$1 million.

LINES OF BUSINESS - COVERAGE	AGGREGATE	EACH OCCURENCE	DEFENSE COSTS
General Liability	\$ 10,000,000	\$ 1,000,000	Outside the Limit
Public Officials/Business Management	\$ 10,000,000	\$ 1,000,000	Outside the Limit
Excess Liability	\$ 4,000,000	\$ 4,000,000	Outside the Limit

He explained the renewal proposal from JPRIMA for the twelve-month period from April 1, 2024 to April 1, 2025 was \$88,535, which is approximately a \$10,000 (14.5%) increase. He also noted the prior coverage was for only a 10-month period and when annualized totaled \$74,278. He then explained the current status of the insurance market in California, which has seen significant premium increases in many areas as a result of wildfire risks and the amount of litigation that occurs in California. He mentioned several other association pools have taken the drastic step of not accepting new insureds.

Chair Ramirez Holmes called for comments from the Board. Director Eisenberg stated she did not want to reduce any coverage limits and questioned whether raising the deductible rather than

lowering the limits would be a viable option. Mr. Waltz advised that currently the JPA has a deductible of \$50,000 and that he would check with the carrier to see what alternatives may be available with respect to the deductible.

Chair Ramirez Holmes called for comments from the room or on-line. In response to a question regarding the three options set forth in the staff report on this item, Jacqueline Harris advised that Option 1 involved possibly reducing the premium based on prorating the lower budget amounts for Fiscal Year 2025 instead of using the higher budget amount for Fiscal Year 2024 for the entire year. Mr. Waltz responded that the Authority's coverage is not auditable and therefore the premium must be based on only the current year's budget.

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

Alternate Director Ritchie asked that the resolution to approve the renewal be amended to include the possible adjustment of the deductible amount.

Upon motion by Vice Chair Hansen, seconded by Alternate Director Ritchie, Resolution No. 3-24-01 was approved with the amendment to include the possible adjustment of the deductible amount, by the following roll call vote:

AYES: Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Ellen Wehr, Secretary, Grassland Water District
Antonio Martinez, Director, Contra Costa Water District
Michael Tognolini, Director, East Bay Municipal Utility District
Rebecca Eisenberg, Director, Santa Clara Valley Water District
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
Jonathan Wunderlich, Alternate Director, Alameda County Water District
Angela Ramirez Holmes, Chair, Zone 7 Water Agency

NOES: None

ABSENT: None

ABSTAIN: None

The motion passed with an 8-0 vote.

DISCUSSION ITEMS

3.1 Fiscal Year 25 Budget Approach Overview

Executive Director Ravazzini provided an overview of the process that has taken place so far with respect to development of the Fiscal Year 2025 (FY25) budget. She stated an update was provided to the Finance Committee at its January 2024 meeting. She stated staff continues to coordinate with Contra Costa Water District in developing the Authority's FY25 Budget. Jacqueline Harris, Program Controls Manager, then presented an overview of the budget at this stage of development, including sources and uses of funds totaling \$11,550,000 and the assumptions that have been used in developing that budget. Those assumptions include the transfer of monies from CCWD, use of unused contingency funds and implementation of the Capital Preservation Strategy, as approved at the February Board meeting. Ms. Harris stated a draft Budget Book will be presented

to the Finance Committee in April 2024 and to the Board at its May 2024 meeting. It is anticipated that final approval of the FY25 Budget will be requested of the Board at its June 2024 meeting.

Chair Ramirez Holmes departed during discussion of this item.

Vice Chair Hansen called for questions from members of the Board. She asked about the process by which the \$1,555,000 in contingency funds will be transferred from CCWD to the Authority. Executive Director Ravazzini replied that transfer will be addressed in the Multi-Party Cost Share Agreement Amendment No. 6.

Director Tognolini asked for further details on the table “Use of Funds” in connection with Total CCWD Labor. CCWD Assistant General Manager Miki Tsubota advised that the CCWD engineers were specifically dedicated to the Project. Alternate Director Ritchie asked what was included in the \$1,900,000 implementation amount. Maureen Martin advised implementation includes all things not attributable to specific facilities and that only direct billable hours are billed to the Project. Vice Chair Hansen asked what was included in the \$1,915,000 Environmental Planning, Modeling, Permitting (CCWD Services) amount and the \$1,900,000 implementation (CCWD Labor) amount. Maureen Martin advised that these amounts include fully staffed environmental and specialized employees and consultants on matters such as water rights permitting, water supply modeling and environmental planning.

Secretary Wehr noted that all experts retained have demonstrated their competence and are paid by the hour. She has faith and trust in the consultants and would encourage Members to only ask questions when answers are really needed in order to minimize costs from the consultants. Director Eisenberg noted that it is important for Members and Directors to be able to ask questions.

Alternate Director Ritchie asked that a more detailed breakdown of the CCWD Services and CCWD Labor costs be provided. Alternate Director Wunderlich requested that review of the Multi-Party Cost Share Agreement Amendment No. 6 be provided to the Board before it is brought before the Board for final approval. Executive Director Ravazzini advised that Amendment No. 6 will be sent out to Board members to provide them with the opportunity to review it before it is presented for Board approval.

Vice Chair Anthea Hansen called for public comments and comments from those on Zoom. None were received.

3.2 Program Management Update

- **Budget & Schedule**
- **Agreements**
- **Design & Permitting**

Executive Director Ravazzini reviewed the Authority’s accomplishments in February. She noted one-on-one meetings have been held with all Member Agency General Managers and key staff other than San Luis & Delta-Mendota Water Authority (which will occur on March 18) regarding the CCWD Design and Construction Agreement and to review the benefits of the Project. Those meetings included a review of the proposed Risk Reduction Strategy. She also stated a meeting was held with the Members’ staffs to review the current status of the Contracts for

Administration of Public Benefits. Lastly, a two-day technical session with the Bureau of Reclamation was held in Santa Cruz on March 11 and 12 with the Bureau's regional staff and management. She thanked Secretary Wehr and Grassland Water District for their time and participation in those technical sessions.

Chuck Gardner, Program Manager, then presented the status of various Authority activities, including contract authorizations (Clean Energy Capital and Hallmark Group remain over their proportionate budget but will be catching up over the next few months to come into alignment with the budget), budget, schedule, cash flow and status of agreements. All Members have made their second payment under MPA Amendment No. 5 and the Authority's March payment to CCWD has been made. Mr. Gardner estimated remaining cash at the end of the 2024 Fiscal Year to be \$1,641,632.

With respect to the Project agreement status, Alternate Director Ritchie reported progress is being made on the CCWD Design and Construction Agreement, but it will be a lengthy process to get to completion on that agreement. Mr. Gardner stated the DCA will be a focus at the March 25 General Managers' meeting. On the CCWD Facilities Usage Agreement, the Authority hopes to have a draft agreement in the next few weeks and will take a similar approach to the DCA in addressing the risks presented in that agreement.

Mr. Gardner then reviewed the eight-point Risk Reduction Strategy. In connection with that strategy, Director Ritchie inquired as to the status of the CCWD backstop plan. Maureen Martin advised that CCWD's agreement with East Bay Municipal Utility District may be completed in the coming month or two, but the overall backstop plan with respect to other sources of backup supply for CCWD will take longer to complete.

Ms. Martin then reviewed the status of the Contracts for Administration of Public Benefits and permitting issues. She stated meetings are ongoing with the Department of Fish and Wildlife and some progress is being made. She also reported that the Department of Fish and Wildlife had issued the Incidental Take Permit to CCWD and had made various positive concessions in the final version of that permit. She stated CCWD's Board will consider issuing required letters of credit related to mitigation lands at its April 3 Board meeting. Ms. Martin also stated the State Office of Historic Preservation had issued its permit on March 12 and she thanked the Bureau of Reclamation and Jennifer Johnson for their efforts in getting that permit issued. Executive Director Ravazzini acknowledged the great work done by CCWD's team in getting the Incidental Take Permit issued.

Alternate Director Ritchie stated the Authority will need to be selective as to which Risk Reduction actions to implement in light of the potentially significant costs of those efforts. Alternate Director Wunderlich asked whether the costs related to implementing the Risk Reduction Strategy were included in the Project costs presented. Mr. Gardner advised those costs have not been included in the proposed FY 25 Budget as those costs would not be incurred in FY25.

Vice Chair Hansen called for public comments and comments from those on Zoom. None were received.

FUTURE AGENDA ITEMS

- Budget
- Multi-Party Agreement Amendment No. 6

REPORTS

4.1 Directors

Alternate Director Ritchie, DCA Ad Hoc Committee Chair. The following written report was provided in the Board meeting materials: “The DCA Ad Hoc Committee convened on February 22, 2024 to review the draft Design and Construction Agreement as provided by CCWD. The key issues that were identified related to adhering to the CCWD Board Principles and identifying a strategy to mitigate perceived risks by the JPA. A strategy to mitigate the risks assumed by the JPA in the agreement was presented to the Ad Hoc Committee. During the meeting, comments were incorporated to refine the mitigation strategy and it was determined that the proposed strategy would be further discussed with the general managers during the February 26, 2024 meeting.”

Secretary Wehr. Secretary Wehr advised that she will be leaving Grassland Water District in June to start her own law practice and will be stepping down from the Authority’s Board. This meeting will be her last meeting as a Director and Ric Ortega will be taking her place as the Director for Grassland Water District. Vice Chair Hansen thanked Secretary Wehr for all she has done for the Authority.

Director Eisenberg. Director Eisenberg advised that this may be her last Board meeting and stated she has enjoyed working with members of the Board and staff.

Vice Chair Hansen called for public comments and comments from those on Zoom. None were received.

4.2 Executive Director

4.2.1 Federal Relations Report

4.2.2 February 2024 Engagement Activities with Reclamation

Garret Durst of Natural Resource Results provided a summary of recent federal relations activities. He stated that six federal Fiscal Year 24 bills were approved by Congress, including an energy and water bill. However, no monies for the Project were included in that bill and only funding for the Sites Reservoir Project was approved. He stated the bill proffered by Congressman Valadao to allocate WIIN Act storage money was not included in the energy and water bill and that was beneficial to the Project, as the Valadao bill would have depleted WIIN Act funding.

Executive Director Ravazzini reported on the recent sessions with the Bureau of Reclamation and said they went well and were important in light of recent changes in Bureau management personnel. Secretary Wehr stated she received a communication from the Bureau that mentioned those sessions were a “breakthrough” from the Bureau’s perspective.

Vice Chair Hansen called for public comments and comments from those on Zoom. None were received.

4.3 General Counsel

General Counsel Ciampa advised that the Multi-Party Cost Share Agreement Amendment No. 6 will be distributed to Members tomorrow for comments. The draft will be presented to the Board in April for review. The Form 700's are due April 2. He will be sending out a reminder to all interested parties.

He noted it has been a pleasure working with Maureen Martin, Secretary Wehr and Director Eisenberg and thanked them for their efforts with the Authority and the Project.

On behalf of the Board, Vice Chair Hansen noted how much Maureen Martin and her dedicated service to the JPA has been appreciated. She introduced Kyle Ochendusko and is looking forward to working with him on the Project.

4.4 Committee Meeting Summaries

There were no LVR JPA Committees convened in February 2024 due to cancellations.

The meeting was adjourned at 11:38 a.m.

ATTEST:

Angela Ramirez Holmes, Chair

Ellen Wehr, Secretary

ITEM 1.2: TREASURER’S REPORT MONTH ENDED FEBRUARY 29, 2024

RESPONSIBLE/LEAD STAFF MEMBER:

Jacqueline Harris, Program Controls Manager

DISCUSSION:

Staff has prepared the Treasurer’s Report for Month Ended February 29, 2024. The draft report was reviewed by Treasurer Sethy with no concerns raised. Due to the cancellation of the March 2024 Finance Committee, the report has not been reviewed by the full Finance Committee and is alternatively being provided directly to the Board.

ALTERNATIVES:

For discussion purposes.

FISCAL ANALYSIS:

None.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- Treasurer’s Report for Month Ended February 29, 2024.



TREASURER’S REPORT FOR ACTIVITY THROUGH FEBRUARY 29, 2024

APRIL 10, 2024

UPCOMING ACTIVITIES

April 25, 2024 – Finance Committee Meeting via Zoom

May 23, 2024 – Finance Committee Meeting via Zoom

FINANCE COMMITTEE

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

GWD – Grassland Water District

MPA – Multi-party Cost Share Agreement

SFPUC – San Francisco Public Utilities Commission

SCVWD – Santa Clara Valley Water District (Valley Water)

SLDMWA – San Luis & Delta-Mendota Water Authority

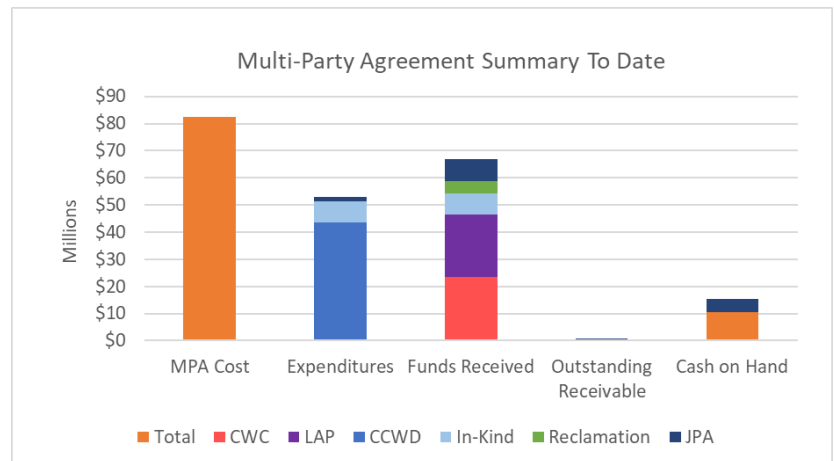
Zone 7 – Alameda County Flood Control and Water Conservation District

MULTI-PARTY AGREEMENT (MPA)

The second round of Member Agency invoices were sent out on December 15, 2023. Consistent with MPA No. 5, invoices are dated January 5, 2024 and each Member Agency was invoiced \$619,500. Payment is due to the JPA by February 29, 2024. As of February 29, 2024, the Authority received payment from six Member Agencies.

MPA EXPENDITURES

The following chart provides an overview of the MPA expenditures through February 29, 2024, in addition to in-kind services, funds received, outstanding receivables, and cash on hand. All Member Agencies remain in good standing and the Project cash on hand remains positive.



MPA Cost: \$82,510,865 (Amendment No. 5)

Expenditures:

CCWD: \$43,441,130

LVRJPA: \$1,738,626 (Consultants and Legal)

In-kind: \$7,850,368 (Member Agencies and Reclamation)

Total: \$53,030,124

Funds Received:

CWC: \$23,444,653

Reclamation: \$4,491,303 (WIIN Act Funding)

Member Agency: \$31,067,000 (Cash Contributions)

In-kind: \$7,850,368 (Member Agencies and Reclamation)

Total: \$66,853,324

Outstanding Receivables:

CWC: \$204,696 (Retention)

Reclamation: \$0

LVRJPA: \$619,500 (Member Agencies)

Total: \$824,196

Cash on Hand:

CCWD: \$10,435,793

LVRJPA: \$4,872,932

Total: \$15,308,725

State Early Funding Agreement Summary to Date:

Budget:	\$47,755,834
Program Funding:	\$23,877,917 (50% cost share)
Billed to Date:	\$47,755,834 (100% spent to date)
Amount Remaining:	\$0
Unpaid Retention:	\$204,696
Outstanding Invoices:	\$204,696

STATE FUNDING STATUS

The project was awarded State funding under the Water Storage Investment Program and received an adjusted Maximum Conditional Eligibility Determination (MCED) of \$477,558,343 from the California Water Commission (CWC) on March 16, 2022. This amount reflects an additional inflation adjustment of 1.5% and an increase of over \$7M from the previous award.

An Early Funding Agreement with CWC provides for a 50% cost share of eligible project costs during pre-construction (maximum early funding was 5% of the MCED, or \$23,877,917). An amendment was executed in November 2022 that extended the agreement through December 31, 2023 and added additional early funding of \$927,917 to the total award amount for an inflation adjustment. This agreement is complete and fully billed as of December 31, 2023. CCWD is continuing work on project completion reports and other close-out tasks required by the agreement.

FEDERAL FUNDING STATUS

Bipartisan Infrastructure Law (BIL)

In October 2022, \$82M was appropriated to the Project in the Bipartisan Infrastructure Law (BIL) FY22 Spend Plan. In July 2023, the Bureau of Reclamation announced an additional appropriation of \$10M to the Project increasing Federal funding under the Bipartisan Infrastructure Law to a total of \$92M.

Water Infrastructure Improvements for the Nation Act (WIIN Act)

The Project has received Federal funding appropriations from the WIIN Act totaling \$80M. In FY21 the Project received appropriations of \$7.8M for pre-construction activities and \$4.1M for construction. In FY22 an additional \$50M was appropriated for construction activities and in FY23 the project was appropriated an additional \$18M for construction activities.

Accessing Federal Funds

Federal appropriations for Project pre-construction and construction under both BIL and WIIN Act total \$172M. For the Project to access these funds an agreement with the Bureau of Reclamation is required.

CCWD entered into an Assistance Agreement with the Bureau of Reclamation for pre-construction activities totaling \$30M, of which \$7.2M (24%) is available to reimburse pre-construction costs. This Agreement utilizes funding from the WIIN Act pre-construction appropriations from FY21. The Agreement was set to expire December 31, 2023, but was recently extended to December 31, 2024. To date, \$4.5M has been received. The Agreement is expected to be fully billed by June 30, 2024.

ACTION ITEMS

ITEM 2.1: APPOINTMENT OF AUTHORITY SECRETARY

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

That the Authority's Board of Directors discuss the appointment of an Authority Secretary to fill the vacant role.

DISCUSSION:

Pursuant to Article 4.3 of the Los Vaqueros Reservoir Joint Exercise of Powers Agreement, the Board may appoint the Authority's Secretary to fill the recent vacancy left by former Secretary Ellen Wehr.

ALTERNATIVES:

None.

FISCAL ANALYSIS:

None.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- None.

ITEM 2.2: **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 4-24-01 IN APPRECIATION OF SERVICE OF MAUREEN MARTIN**

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

Maureen Martin has been instrumental in advancing the Los Vaqueros Reservoir Expansion Project over many years through her work at Contra Costa Water District (CCWD) and in assisting with the formation and organization of the Authority. She also was instrumental in interactions with various state and federal agencies in moving the Project forward. Ms. Martin’s last day of employment at CCWD was on April 5 and this resolution recognizes her many years of dedication to the Project and assistance to the Authority.

ALTERNATIVES:

None.

FISCAL ANALYSIS:

None.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- Resolution No. 4-24-01 in Appreciation of Service of Maureen Martin.

RESOLUTION NO. 4-24-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS VAQUEROS
RESERVOIR JOINT POWERS AUTHORITY
IN APPRECIATION OF SERVICE OF MAUREEN MARTIN**

WHEREAS, for the past approximately 16 years, Maureen Martin, Ph.D, has been significantly involved in the efforts to expand the Los Vaqueros Reservoir (the “Reservoir”) through her employment at Contra Costa Water District (“CCWD”), most recently as Deputy Program Manager for the Los Vaqueros Reservoir Expansion Project; and

WHEREAS, Dr. Martin has been integral in the progress of the Phase 2 expansion of the Reservoir (the “Project”) and in coordinating CCWD’s efforts with the Authority’s Members in connection with the Project; and

WHEREAS, Dr. Martin has been an important part of the team that was able to procure funding totaling over \$500 million from state and federal agencies in support of the Project, including Proposition 1 funding under California’s Water Storage Investment Program and various federal appropriations; and

WHEREAS, Dr. Martin spearheaded technical efforts and 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, Dr. Martin assisted in forming the Authority and in ensuring its Member agencies’ support for and approval of the Authority’s formation; and

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

WHEREAS, Dr. Martin has left her employment at CCWD effective April 5, 2024,

NOW, THEREFORE, the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority hereby expresses its appreciation and gratitude to Dr. Martin for her many years of service to the Project and to the Authority from its inception and gives her its best wishes for continued success.

PASSED AND ADOPTED by the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority this 10th day of April, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Angela Ramirez Holmes, Chair

Attest:

Taryn Ravazzini, Executive Director

ITEM 2.3: **CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 4-24-02 IN APPRECIATION OF SERVICE OF FORMER AUTHORITY SECRETARY ELLEN WEHR**

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

Ellen Wehr has been instrumental in advancing the Los Vaqueros Reservoir Expansion Project serving as Director, Authority Secretary, and on the CCWD Design and Construction Agreement Ad Hoc Committee on behalf of Grassland Water District. Those efforts include her work with the Legal Work Group in connection with the negotiation and drafting of the Authority’s Joint of Exercise of Powers Agreement, the initial organization of the Authority and its subsequent activities, including participating in numerous meetings and technical sessions with state and federal agencies. Ms. Wehr will be leaving her role at Grasslands Water District in April and this resolution recognizes her many years of dedication to the Project and, most recently, to the Authority.

ALTERNATIVES:

None.

FISCAL ANALYSIS:

None.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- Resolution No. 4-24-02 in Appreciation of Service of Former Authority Secretary Ellen Wehr.

RESOLUTION NO. 4-24-02

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS VAQUEROS
RESERVOIR JOINT POWERS AUTHORITY
IN APPRECIATION OF SERVICE OF DIRECTOR AND SECRETARY
ELLEN WEHR**

WHEREAS, Director Ellen Wehr has represented Grassland Water District (“Grassland”) on the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority (the “Authority”) from its inception and has served as the Authority’s Secretary during that period; and

WHEREAS, Director Wehr was also a member of the Legal Work Group and worked diligently in negotiating, drafting and finalizing the Joint Exercise of Powers Agreement to form the Authority; and

WHEREAS, Director Wehr has served on the Authority’s Design and Construction Agreement Ad Hoc Committee; and

WHEREAS, Director Wehr has assisted Authority staff in negotiations on the Contract for Administration of Public Benefits with the California Department of Fish and Wildlife and in negotiations with the Bureau of Reclamation on various Project-related issues; and

WHEREAS, Director Wehr participated in several advocacy trips to Washington, DC, in pursuit of continued federal funding and support for the Project and during which she contributed significant information to Administration officials and Congressional offices on the Project’s benefits to the Central Valley’s wildlife refuges; and

WHEREAS, Director Wehr will be leaving her position as in-house counsel at Grassland to move into private practice and announced that the March 13, 2024 Authority Board of Directors meeting was her last meeting as she will be leaving the Authority’s Board of Directors,

NOW, THEREFORE, the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority hereby expresses its appreciation and gratitude to Director and Secretary Ellen Wehr for her service to the Authority from its inception and for her many years of service to Grassland and the wildlife refuges it operates and gives her its best wishes for many years of success as she moves into the next stage of her career.

PASSED AND ADOPTED by the Board of Directors of the Los Vaqueros Reservoir
Joint Powers Authority this 10th day of April, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Angela Ramirez Holmes, Chair

Attest:

Taryn Ravazzini, Executive Director

ITEM 2.4: CONSIDERATION AND POSSIBLE ADOPTION OF RESOLUTION NO. 4-24-03 APPROVING LETTER OF SUPPORT TO MAINTAIN BUDGETED FUNDING FOR PROPOSITION 1 WATER STORAGE INVESTMENT PROGRAM FOR FY 2025-2026

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

That the Authority’s Board of Directors approve the Authority’s signature to support existing Proposition 1 WSIP funding through a joint Water Storage Investment Program project letter to the Assembly Budget Committee and the Senate Budget Committee that will be drafted for Authority signature.

DISCUSSION:

Proposition 1 dedicated \$2.7 billion for investments in water storage projects. The California Water Commission is administering the Water Storage Investment Program (WSIP) to fund the public benefits associated with these projects. A recent Legislative Analyst’s Office report titled “The 2024-25 Budget: Crafting Climate, Resources, and Environmental Budget Solutions” highlighted that the \$500 million in Proposition 1 WSIP for FY 2025-2026 funding that was agreed to in the 2021-2022 Budget could be eliminated.

A joint letter from the WSIP project proponents is being developed advocating that the \$500 Million proposed for the 2025-2026 budget year remain and not be cut from the budget. Because the WSIP includes possible funding for the Project, it is permissible under Section 10.7 of the Authority’s JPA Agreement for the Authority to take the requested position of support as will be specified in that letter.

ALTERNATIVES:

The Authority may decide to not sign the letter supporting existing Proposition 1 WSIP funding through a letter to the Assembly Budget Committee and the Senate Budget Committee.

FISCAL ANALYSIS:

None.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- Resolution No. 4-24-03 Approving Letter of Support to Maintain Budgeted Funding for Proposition 1 Water Storage Investment Program for FY 2025-2026.

RESOLUTION NO. 4-24-03

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS VAQUEROS
RESERVOIR JOINT POWERS AUTHORITY
APPROVING LETTER OF SUPPORT TO MAINTAIN BUDGETED FUNDING FOR
PROPOSITION 1 WATER STORAGE INVESTMENT PROGRAM FOR FY 2025-2026**

WHEREAS, the Los Vaqueros Reservoir Expansion Project – Phase 2 (the “Project”) has been preliminarily approved to receive funding under the Water Storage Investment Program (“WSIP”) providing under Proposition 1, as approved by California’s voters in 2014; and

WHEREAS, the Project continues to advance through the efforts of the Authority, Contra Costa Water District and the other Authority Members, and the Authority’s state and federal partners; and

WHEREAS, the State of California has allocated \$500 million in additional funding for WSIP projects, including the Project, for Fiscal Year 2025-26; and

WHEREAS, the Legislative Analyst’s Office recently issued a report that stated the WSIP projects’ Fiscal Year 2025-26 funding could be eliminated; and

WHEREAS, water storage continues to be an important component of California’s overall water supply strategy and lack of storage results in millions of gallons of water going to the ocean that could otherwise be captured and stored for beneficial use by Californians; and

WHEREAS, the Project would benefit from receipt of its share of the allocated WSIP funding for Fiscal 2025-26,

NOW, THEREFORE, the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority hereby approves the Authority’s signing onto the letter to the Chairs of the respective State Assembly and State Senate Budget Committees, in the form presented to the Executive Director, in support of maintaining budgeted funding for the WSIP projects for Fiscal Year 2025-26, and directs the Authority’s Executive Director to take all actions necessary to add the Authority to that letter.

PASSED AND ADOPTED by the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority this 10th day of April, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Angela Ramirez Holmes, Chair

Attest:

Taryn Ravazzini, Executive Director

DISCUSSION ITEMS

ITEM 3.1: MULTIPARTY AGREEMENT AMENDMENT #6 UPDATE

RESPONSIBLE/LEAD STAFF MEMBER:

James Ciampa, General Counsel

DISCUSSION:

As the Board is aware, the Authority is attempting to proceed through the 2025 Fiscal Year without further cash contributions from its Members. That effort resulted in the Board approving the Capital Preservation Strategy at the February Board meeting.

However, the current amendment to the Multi-Party Cost Share Agreement, Amendment No. 5, will expire on June 30, 2024. Thus, a new amendment to that agreement, Amendment No. 6, is needed. The initial draft of Amendment No. 6 is attached to this staff report. That amendment accomplishes the following: (1) extends the term of the Multi-Party Cost Share Agreement to June 30, 2025, (2) addresses the transfer of \$1,550,000 in contingency monies from CCWD to the Authority, (3) states CCWD will provide \$294,000 of in-kind services during Fiscal Year 2025, (4) reflects the close-out of the Interim Funding Agreement, which terminated on December 31, 2023, (5) updates the stated purposes of the Multi-Party Cost Share Agreement, and (6) updates the Scope of Work (see Exhibit A-6), Budget and Cost Share (see Exhibit B-6) and Project Budget (see Exhibit C-6).

The draft Amendment No. 6 was distributed to the Members on Thursday, March 14 for their review and comment. Several Members responded with proposed revisions, comments and/or questions. Staff has been working with CCWD to address the issues raised by the Members and the final draft of Amendment No. 6 was circulated to the Members on Friday, April 5. Authority staff will further work with the Members to finalize any further changes and the Amendment No. 6 will be ready for consideration and approval at the May 3 Board of Directors' meeting.

ALTERNATIVES:

For discussion purposes.

FISCAL ANALYSIS:

None.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- Initial Draft of Amendment No. 6 to Multi-Party Cost Share Agreement (with explanatory notes).

**Amendment No. 6 to the
Cost Share Agreement for
Los Vaqueros Reservoir Expansion Project Planning**

The Cost Share Agreement for Los Vaqueros Reservoir Expansion Project Planning between Contra Costa Water District (CCWD); Alameda County Flood Control and Water Conservation District, Zone 7 (Zone 7); Alameda County Water District (ACWD); East Bay Municipal Utility District (EBMUD); Grassland Water District (GWD); San Francisco Public Utilities Commission (SFPUC); San Luis & Delta-Mendota Water Authority (SLDMWA); and Santa Clara Valley Water District (Valley Water) (collectively, “JPA Members”) and the Los Vaqueros Reservoir Joint Powers Authority (JPA)¹, dated April 30, 2019, and amended by Amendments Nos. 1, No. 2, No. 3, No. 4, and No. 5 dated June 22, 2020, December 2, 2020, November 1, 2021, December 27, 2022, and August 31, 2023, respectively (referred to hereafter as the “Agreement”), shall hereby be amended by this amendment (“Amendment No. 6”). The Agreement, together with Amendment No. 1, No. 2, No. 3, No. 4, No. 5, and this Amendment No. 6, may be referenced hereafter as the “Agreement as amended.”

RECITALS

WHEREAS, the Los Vaqueros Reservoir Joint Powers Authority and the JPA Members (collectively, “Parties”) entered into the Agreement to provide for the cost-sharing of the funding requirements for the planning of the Los Vaqueros Reservoir Expansion Project (“Project”); and

WHEREAS, pursuant to Sections 5 and 17 of the Agreement, the Parties amended the Agreement on June 22, 2020, December 2, 2020, November 1, 2021, December 27, 2022, and August 31, 2023, which amendments, among other modifications, collectively extended the term of the Agreement to the earlier of (i) the completion of the work contemplated therein, or (ii) June 30, 2024, unless the term is further modified consistent with Section 17 of the Agreement.

WHEREAS, the Parties wish to again amend the Agreement to: (1) further extend the term of the Agreement as provided for herein; (2) replace the Scope of Work and Budget for the activities planned in fiscal year 2025; (3) and amend the cost and payment terms of the Agreement as provided herein;

NOW, THEREFORE, the Parties agree that the above recitals are incorporated in and made part of the Agreement, and, pursuant to Section 17 of the Agreement, do hereby amend the Agreement as follows:

¹ The JPA was added as a party to the Cost Share Agreement in Amendment No. 4 and was not a party to the original Agreement or Amendment Nos. 1 through 3. The JPA shall be subject to the terms of the Agreement, as previously amended and amended under this Amendment No. 5, as if it were a party to the original Agreement.

1. Section 1 (Purpose)

In addition to the Purposes a) through v) of Section 1 as provided for in the Agreement as amended, the following Purpose w) shall be included in the Agreement as amended:

- w) Fund work pursuant to the Agreement as amended, consistent with the adopted Fiscal Year 2025 JPA budget. [new purpose; prior purpose v) was similar for JPA FY 2024 budget]

As of the effective date of Amendment No. 6 to the Agreement, Purposes a), b), c), d), e), f), g), j), k), l), m), n), o), p), u) and v) as provided for in the Agreement, have been achieved and do not require additional funding. [JPA has confirmed achievement of the specified purposes – e), k), n), p), u) and v) are newly achieved for this Amendment No. 6]

Work to achieve Purposes h), i), q), r), s), t) and w) will be advanced under the Agreement as amended. Work completed by the Consultant Team, the JPA, and CCWD staff to achieve these purposes will be partially funded by this Amendment No. 6 to the Agreement.

A detailed revised Scope of Work and Budget for activities funded by this Amendment No. 6 are included in Exhibit A-6 and Exhibit B-6, respectively, which are attached hereto and incorporated herein as if fully set forth in this Amendment No. 6 to the Agreement.

3. Section 3 (Cost & Payment)

In addition to the terms of Section 3 as provided for in the Agreement as amended, the following terms d)(xii) and d)(xiii) shall be included to the Agreement as amended:

d)(xii) By electronic transfer, CCWD will transfer \$1,550,000 to the JPA from Contingency Services funds to support contracts administered by the JPA. The transfer is anticipated to occur no later than August 31, 2024. In the event of insufficient funds due to delays of anticipated receipts of State and Federal funding, CCWD shall provide advanced notice to the JPA in writing and shall confer on rescheduling the transfer to an appropriate date.

d)(xiii) CCWD will contribute \$294,000 of in-kind services to the Project for the period beginning July 1, 2024, and ending June 30, 2025. [d)(xii) and (xiii) are new to this Amendment]

5. Section 5 (Term)

Section 5 shall be amended such that the following term shall modify the corresponding term in the Agreement as amended:

The Agreement as amended shall terminate on the earliest occurring of the following events:

- (i) completion of the work contemplated herein; or (ii) June 30, 2025, unless the Term is further modified consistent with Section 17 of this Agreement.

Effective date of Amendment No. 6.

Amendment No. 6, including the financial contribution provisions herein, shall be effective as of the date of signature by CCWD and the JPA, but no earlier than July 1, 2024, and that effective date shall apply retroactively to each subsequent party signatory.

Except as amended by this Amendment No. 6, the Agreement as previously amended shall continue in full force and effect. This Amendment is not intended to have any precedential or preemptive effect on any subsequent agreement between CCWD and the JPA. This Amendment No. 6 may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute Amendment No. 6. The parties agree to the use of electronic signatures.

[Signature Page on Next Page]

Ed Stevenson, General Manager
Alameda County Water District

Date

Rachel Murphy, General Manager
Contra Costa Water District

Date

Clifford C. Chan, General Manager
East Bay Municipal Utility District

Date

Ric Ortega, General Manager
Grassland Water District

Date

Taryn Ravazzini, Executive Director
Los Vaqueros Reservoir Joint Powers Authority

Date

Dennis J. Herrera, General Manager
San Francisco Public Utilities Commission

Date

Approved as to Form
Deputy City Attorney, San Francisco

Date

Federico Barajas, Executive Director
San Luis & Delta-Mendota Water Authority

Date

Rick L. Callender, Esq., Chief Executive Officer
Santa Clara Valley Water District

Date

Valerie Pryor, General Manager
Zone 7 Water Agency

Date

Exhibit A-6
Amendment No. 6 Scope of Work²

The following tasks describe the work efforts by Contra Costa Water District (CCWD), the JPA, and the JPA Members under the Amendment No. 6 to the Agreement for the purpose of advancing the Phase 2 Los Vaqueros Reservoir Expansion (LVE) Project. CCWD is the lead agency for permitting, water rights, and design of CCWD constructed and operated facilities for the LVE Project as defined in the JPA Agreement. CCWD will be supported by the consultant and legal services team that are under contract to CCWD and managed by CCWD, and the JPA will be supported by consultants under contract to the JPA and managed by the JPA, acting through its Executive Director or their designee. References to joint work efforts by U.S. Department of the Interior, Bureau of Reclamation (Reclamation) are described as appropriate but are not intended to imply that Reclamation is a party to the Agreement as amended.

Task 1 Project Management

Task 1.1 Funding Agreement Administration

CCWD will continue to administer the Early Funding Agreement executed by CCWD and the California Water Commission (CWC), including meeting reporting and invoicing requirements of the Early Funding Agreement, coordinating with CWC staff as needed to respond to questions and data requests, and managing cost commitments. The Early Funding Agreement will terminate December 31, 2024. [date extended from December 31, 2023]

CCWD will continue to administer the Assistance Agreement executed by CCWD and Reclamation, including meeting reporting and invoicing requirements of the Assistance Agreement, and coordination with Reclamation staff as needed to respond to questions, data requests, or other inquiries. The Assistance Agreement will terminate December 31, 2024. [date extended from December 31, 2023]

CCWD will compile and submit to the JPA monthly progress reports concerning work performed by CCWD, including documentation substantiating such work and work performed by CCWD's consultants. CCWD will provide financial statements and other supporting documentation as requested by the JPA, acting through its Executive Director or their designee.

The JPA will be responsible for administering any subsequent state and federal funding agreements.

Deliverables:

- Progress reports and associated backup documentation
- Monthly & Quarterly Progress Reports (for CWC and Reclamation)

² See Exhibit C-6 for a breakdown of the use of funds budgeted for JPA services, CCWD services, and CCWD labor with respect to the scope of work covered by Amendment No. 6.

Task 1.2 Project Management Activities

This task includes project management activities performed by CCWD, the JPA and its Members, consultants, and other agencies related to, but not limited to, managing staff, invoicing, budgeting, scheduling, procuring consultants and technical services, reviewing submittals, holding meetings and conference calls, and coordinating and reporting project activities that are within the objectives of the Project and of this Agreement.

Deliverables:

- Summary updates on project management activities in Monthly Progress Reports (completed)

Task 1.3 Joint Powers Authority Formation

This task has been completed.

Task 1.4 JPA Administration

CCWD has transitioned its responsibilities as the Interim Administrator of the JPA to the JPA Executive Director pursuant to the Agreement as amended. The JPA will continue with necessary actions related to its administration, including conducting Board of Directors' and committee meetings and procurement of professional and other services as described herein. The JPA was invited to apply for a loan under the U.S. EPA WIFIA Loan program, and the JPA will take all actions necessary to procure that loan, which will include preparation and submittal of an application, and obtaining required credit rating(s), among other necessary tasks.

The JPA will host and maintain the JPA website and will be responsible for development of all public communications related to the Project.

The JPA will work with the JPA Members to develop all agreements that the JPA will enter into including but not limited to Interim Funding Agreement (if required), Service Agreement between the JPA and the JPA Members, state and federal funding agreements, contracts to procure services, contracts for administration of public benefits with CDFW and DWR, design and construction agreements with CCWD ~~and EBMUD~~, facilities usage agreements with CCWD and EBMUD, ~~and~~ operations and maintenance agreements with CCWD ~~and EBMUD~~.

Deliverables:

- Service Agreement
- Continued funding through Multi-Party Cost Share Agreement amendments
- WIFIA Loan Application
- JPA Website hosting and maintenance
- Public information materials
- Agreements between JPA and State/Federal Agencies
 - Contracts for Administration of Public Benefits
 - Construction Funding Agreement with Reclamation
 - Final Funding Agreement with CWC
- Agreements between the JPA and CCWD

- Facilities Usage Agreement
- Design and Construction Agreement
- Operations and Maintenance Agreement
- Agreements between the JPA and EBMUD
 - Facilities Usage Agreement
 - ~~Design and Construction Agreement~~
 - ~~Operations and Maintenance Agreement~~

Task 2 Environmental Planning

Task 2.1 Modeling

CCWD will ~~develop new or~~ modify existing, or develop new, modeling tools to continue to support the JPA in establishing operational priorities and the allocation of facility capacity and anticipated benefits to JPA Members for incorporation into the Service Agreement. ~~CCWD will R~~refine the model to track terms and requirements of various water rights and permits and ~~R~~refine the Los Vaqueros daily operations model to accommodate JPA operations, which may serve as a tracking tool in the future for permit reporting, billing, scheduling deliveries, etc.

Deliverables:

- Revised CalSim Model (ongoing)
- Summaries of modeling results (ongoing)

Task 2.2 Public Outreach

CCWD will provide technical assistance to support the JPA's outreach activities to educate and inform the media, elected officials, JPA Member ratepayers, communities in the Los Vaqueros area, environmental organizations, and regional and statewide interests about the purpose, objectives, and results of the technical studies. CCWD and the JPA will continue to coordinate at the appropriate management level to ensure clear and consistent messaging, particularly with respect to state and federal elected officials. JPA will, monthly at a minimum, provide to JPA Members information regarding outreach activities planned to occur over the following 4-6 weeks for information and to allow JPA Members to coordinate such activities in advance. JPA, acting through its Executive Director or their designee, and CCWD will, on a monthly basis, at a minimum, meet to coordinate and collaborate on key messages for planned/upcoming outreach activities.

CCWD will continue to post materials to the CCWD hosted project website at ccwater.com. The JPA will be responsible for posting materials to the JPA website and be responsible for responding to inquiries received through the website at losvaquerosjpa.com.

Deliverables:

- Stakeholder and public involvement program (ongoing)
- Documentation of outreach activities (as required)

Task 2.3 Environmental Document and Technical Studies

The U.S. Department of the Interior, Bureau of Reclamation, Region 10 – California-Great Basin 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 previously prepared a joint Supplement to the Final EIS/EIR document to support the second phase of reservoir expansion up to 275 TAF.

The development of the Supplement to the Final EIS/EIR, including the completion of the necessary technical studies in support of this effort, culminated with issuance and certification of the Supplement, pursuant to CCWD Resolution 21-006, by CCWD as the lead agency. The studies and data produced adhered to the federal planning and NEPA guidelines, CEQA guidelines, and WSIP guidance. Technical studies were conducted in accordance with the alternatives identified in the Draft Supplement.

If there are project changes proposed, these changes would need to adhere to the CCWD Board Principles and conditions of CCWD Resolutions 03-24, 03-25, and 04-11, as applicable, and may require additional environmental surveys (i.e., aquatic resources, wildlife/botanical, etc.), documentation (i.e., CEQA/NEPA addendum/memo to file/further action by CCWD as lead agency), and permitting efforts (i.e., application/agreement amendments).

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) Post-Draft Supplement Technical Studies and Surveys

This task has been completed.

(2.3.2) Transfer-Bethany Pipeline Alternative Location Evaluation

This task has been completed.

(2.3.3) Final Supplement to the Final EIS/EIR

This task has been completed.

(2.3.4) CEQA Findings and Mitigation Monitoring and Reporting Plan

This task has been completed.

(2.3.5) Record of Decision

It is anticipated that Reclamation will issue a Record of Decision on the Project during the term of this Amendment. CCWD and the JPA will provide appropriate support to Reclamation with any necessary reporting, public meetings, briefings, white papers, and/or presentations.

Deliverables:

- Record of Decision

Task 2.4 Regulatory Permitting

The tasks planned through Amendment No.5 have been completed. Work anticipated through the term of Amendment No. 6 include: amendments to permits, CEQA addenda, supplemental NEPA, as needed, surveys along the Transfer-Bethany pipeline alignment, support for land acquisition, finalizing mitigation approach, support for partnership with Reclamation agreement, support for Reclamation issuing a Record of Decision. **[this section has been revised]**

Task 2.5 Water Rights Permitting

CCWD will coordinate with Reclamation, the Department of Water Resources (DWR), JPA Members, and the State Water Resources Control Board (State Water Board) regarding changes to existing water rights. CCWD and its consultant and legal team will prepare necessary petitions for change for CCWD's water rights permits and will assist Reclamation, DWR, and JPA Members (as requested) with preparation of additional change petitions, as required and appropriate. CCWD and its consultant and legal team will file necessary CCWD water rights petitions with the State Water Board, assist State Water 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.

CCWD will continue to assist SPFUC to secure a new source of water to store in the Project.

Deliverables:

- Change petitions for CCWD's Los Vaqueros water right (in progress)
- Change petitions for Reclamation's water rights (in progress)
- Change petition(s) for DWR's water rights (in progress)
- Change petition(s) for other water rights, as required

Task 2.6 Compensatory Mitigation

CCWD will identify potential mitigation lands as needed for Task 2.4. [CCWD will continue work required to determine preliminary appraisal value of potential mitigation lands and will planning required ahead of-A acquiring](#) options to acquire mitigation lands with the concurrence of the JPA.

Deliverables:

- Identification and [further development of](#) preliminary appraisal of potential mitigation sites

Task 2.7 Final Award Hearing Requirements

A series of agreements will be needed to meet the final award hearing requirements of the California Water Commission. Progress on a number of these agreements will commence during the term of this amendment. The agreements necessary to proceed to the final award hearing include but are not limited to: operations coordination agreements between CCWD and Reclamation and between CCWD and the Department of Water Resources; contracts for administration of public benefits between the JPA and DWR, and between the JPA and CDFW; an agreement between the JPA **[deleted "CCWD or"]** and DWR for the tie-in of the Transfer-Bethany Pipeline to the California Aqueduct; a Backstop Water Service Agreement ~~between-among~~ CCWD ~~and~~; EBMUD ~~and the JPA~~-(pending EBMUD's determination to

proceed with such an agreement); an agreement between CCWD and the JPA for design and construction of Project facilities; an agreement between CCWD and the JPA for usage of designated CCWD facilities; an agreement between CCWD and the JPA for operations and maintenance of designated CCWD facilities; and an agreement between EBMUD and the JPA for usage of designated EBMUD design and construction of Project facilities.

Deliverables:

- Operations coordination agreement(s) between CCWD and Reclamation and between CCWD and DWR (in progress)
- Cost-share agreement with Reclamation for pre-construction activities (completed)
- Agreements between JPA and State/Federal Agencies
 - Contracts for Administration of Public Benefits
 - Partnership Agreement with Reclamation
- Agreement between JPA [deleted “CCWD or”] and DWR for the tie-in of the Transfer-Bethany Pipeline to the California Aqueduct (completed in progress)
- MOU between CCWD and EBMUD for Backstop Water Agreement study (completed)
- Backstop Water Service Agreement between CCWD and EBMUD, and JPA (pending EBMUD’s determination to proceed with such an agreement) (in progress)
- Service Agreement
- ~~— Agreements between the JPA and CCWD (all in progress)~~
 - ~~— Facilities Usage Agreement~~
 - ~~— Design and Construction Agreement~~
 - ~~— Operations and Maintenance Agreement~~
- ~~— Agreement between the JPA and EBMUD (in progress)~~
 - Facilities Usage Agreement

Task 3 Engineering Feasibility

Task 3.1 Financial Evaluation

The JPA will perform a financial evaluation that will assess the costs and merits of the Project; will further develop the Microsoft Excel-based Proforma Financial Model for the Project that incorporates water pricing options and integration with the CalSim model; hold stakeholder meetings and workshops; collect and review stakeholder and local partner comments and inputs to the model; refine model as additional information arises that may affect operations, water pricing, or other financial components of the Project. The JPA will work directly with JPA Members, as needed, to support each agency’s understanding and familiarity with the financial evaluation.

The JPA will also 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, JPA Members that may choose to pay upfront in-lieu of participating in JPA financing, and assessment of capital market conditions. The Plan of Finance will also Eevaluate the funding capabilities of the a-JPA and associated contractual requirements for partners-members receiving and paying for services.

Deliverables:

- Updated Proforma Financial Model (ongoing)
- Further support for evaluation of Refined Usage Fees (completed)
- Plan of Finance (in progress)

Task 3.2 Federal Feasibility Report

The Final Federal Feasibility Report was completed in 2020 and was submitted to Congress on August 11, 2020. The Secretary of the Interior and/or Congress may continue to evaluate federal participation in the Project throughout the term of this Amendment. CCWD, with the support of and input from the JPA, acting through its Executive Director or their designee, and JPA Members, will continue to be the lead with securing Reclamation approvals for federal permits and operational agreements.

Additional work may be necessary to secure Congressional budget appropriations for construction activities. CCWD and the JPA, acting through its Executive Director or their designee, will also provide support to Reclamation on any post-feasibility report requirements as needed. The JPA, in collaboration and coordination with CCWD, will be the lead in negotiating a federal construction funding agreement with Reclamation and other related agreements with Reclamation as necessary.

Deliverables:

- Final Federal Feasibility Study (completed)
- Updated fact sheets for meetings with elected officials (in progress)
- Updated federal funding and budget requests (in progress)
- Post-feasibility report support (in progress)

Task 3.3 Design

(3.3.1) Pumping Plant No. 1 Replacement

Preliminary design technical evaluations were completed by CCWD as part of CCWD’s Canal Replacement Project. Additional design development and evaluations must be completed by CCWD in support of permitting and developing inter-agency agreements, including field work, site facility layouts, and development of electrical design sufficient for coordination with the Western Area Power Administration (WAPA).

Deliverables:

- Pumping Plant No. 1 Preliminary Design Report (completed)
- Conceptual Facility Layout Drawings (completed)
- Electrical System Improvements Conceptual Plans (completed)
- Geotechnical Investigation Report (completed)
- 30%, 60%, 90% Plans, 90% Specifications (in progress)
- 30% Construction cost estimates (completed)
- Final Design (on hold) [Amendment No. 5 was “in progress”]
Agreement with WAPA (on hold) [Amendment No. 5 was “in progress”]

(3.3.2) Los Vaqueros Dam

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, new high-level outlet, inlet/outlet tunnel modifications and dam instrumentation; constructability review, DSOD meetings and correspondence ~~[deleted: “and design of site restoration for the core borrow area”]~~. This task includes meetings with a Technical Review Board for independent review of the dam consultant’s work in accordance with DSOD guidelines.

Deliverables:

- LV Dam Drawings and Specifications 50% (completed)
- LV Dam Drawings and Specifications 90% (completed)
- LV Cost Estimate/Schedule 50% (completed)
- Draft Basis of Design Report (completed)
- Geotechnical Data Report (completed)
- LV Dam Risk Assessment (on-going) [Amendment No. 5 was “completed”]
- Dam Dewatering Plan (in progress) [Amendment No. 5 was “completed”]
- Constructability Review Comments and Response Matrix (completed)
- LV Dam Drawings and Specifications (DSOD Submittal)
- LV Dam 99% Drawings (in progress) and Specifications 100% (on hold) [newly added]
- LV Cost Estimate/Schedule (DSOD Submittal) (completed) [newly added]

(3.3.3) Transfer-Bethany Pipeline

CCWD will continue refining the pipeline alignment through coordination with local resource and transportation agencies [a slight non-substantive change was made to this sentence; “refining” added]. CCWD will work with Contra Costa County (County) Public Works and the Contra Costa Transportation Authority and their ongoing regional transportation planning for the Vasco Road widening and the State Route 239 Connector and will evaluate alignment adjustments as needed. CCWD will work with resource agencies to evaluate implications of alignment modifications and construction methods and associated mitigation and land needs along the alignment south of Vasco Road in support of coordination with the East Contra Costa Habitat Conservation Plan and the County. CCWD will coordinate with the Department of Water Resources to review and define design criteria and to develop designs of the turn-in to the California Aqueduct and will review available geotechnical information and define pipeline corridor within State owned lands. ~~[deleted: “A final pipeline alignment and land acquisition corridor will be defined.”]~~ CCWD will prepare an updated geotechnical work plan and initial assessment of land acquisition needs.

~~[deleted: “Topographic survey will be completed with up to date aerial photography.”]~~ CCWD will work with landowners and secure access rights to conduct field investigations, including geotechnical investigations, cathodic protection surveys and environmental surveys, as needed. Further [“Further” replaced “Preliminary”] design of the pipeline ~~[deleted “and turn-in”]~~ will be developed, including plan and profile drawings, hydraulic analysis, pipeline material evaluation, surge analysis and updates to

the design construction schedule and cost estimate. A risk assessment will be conducted, and a risk register developed that will be maintained through project implementation. ~~CCWD will prepare plats and legal descriptions for temporary and permanent land acquisition, conduct property appraisals, initiate negotiations with landowners, and begin procurement of pipeline rights of way.~~

Deliverables:

- Alignment Adjustment Evaluations Tech Memo (completed) [updated from "in progress"]
- Transfer-Bethany Pipeline Design Criteria Tech Memo (completed)
- Transfer-Bethany Pipeline Preliminary Design Report (completed)
- Topographic Survey (completed)
- Geotechnical Work Plan (phase 1 completed)
- Assessment of Pipeline Land Acquisition Needs (completed)
- Draft and Final Geotechnical Data Report (phase 1 completed)
- Right of Way Acquisition Plan which may include Title and Appraisal Reports
- ~~Title and Appraisal Reports~~

(3.3.4) Operation and Reliability Assessment

This task has been completed.

(3.3.5) Recreation Facilities

This task has been completed.

(3.3.6) Existing Facilities Inspections and Assessments

This task has been completed.

Task 3.4 Capital Project Management Support

CCWD has competitively procured a consultant to provide Capital Project Management Support Services to conduct a range of risk and technical project activities, including risk assessment and participation in the risk management team, schedule control and optimization, deliverable tracking, project controls and quality management, and resource and budget projections. CCWD will work in coordination with the JPA and the JPA's Program Management consultant to provide updates on ongoing activities led by CCWD for overall LVE Project progress tracking. Those updates may be included in the monthly progress reports described under Task 1.1, above.

Deliverables:

- Risk Management Plan
- Implementation Phase Risk Assessment Report
- Evaluation of the need for alternative water supply during dam construction

**Exhibit B-6
Budget and Cost Share**

The budget for Amendment No. 6 to the Agreement covers three major tasks: project management, environmental planning, and engineering feasibility. The total budget includes projected expenditures for legal and consulting services and CCWD labor. The total cost for the scope of work listed in Exhibit A-6 that is covered under this Amendment No. 6 is \$11,550,000, as shown in Table 1 below.

Table 1. Budget of Scope of Work

	Original MPA Budget	Amendment No. 2	Amendment No.3	Amendment No. 4	Amendment No. 5	Amendment No. 6
Project Management	\$1,090,600	\$2,302,400	\$1,460,200	\$1,768,000	\$5,374,000	\$4,435,000 ³
Environmental Planning	\$3,777,400	\$5,368,967	\$4,816,429	\$4,462,000	\$3,171,000	\$2,315,000
Engineering Feasibility	\$6,755,400	\$10,161,300	\$13,467,940	\$6,306,000	\$8,352,000	\$4,800,000
Contingency		*	\$987,228	\$714,000	\$2,176,000	*
Total	\$11,623,400	\$17,832,667	\$20,731,798	\$13,250,000	\$19,073,000	\$11,550,000

*Contingency has been included in the Task Budgets.

The total cost to complete the scope of work is \$11,550,000 and will be paid through a combination of reimbursement from Reclamation, reimbursement from the California Water Commission (CWC), and the projected carryover of unspent funds from the Agreement as amended. The costs remaining after accounting for contributions from CWC, Reclamation, and carryover funding is \$0 as shown in Table 2.

Table 2. Cost to be Paid by JPA Members, excluding GWD

Net Costs for term covered by Amendment No. 6 to Multi-party Agreement (July 2024 – June 2025)	Amount
Total Projected Costs	\$11,550,000
less projected carryover of unspent funds from Amendment No. 5	\$11,550,000
Total Remaining Costs	\$0

³ See Exhibit C-6 for a breakdown of the use of funds budgeted for JPA services, CCWD services, and CCWD labor for the scope of work covered by Amendment No. 6.

Table 3 shows the invoice schedule and the total costs per agency. For purposes of calculating the amount to be invoiced, the “total number of agencies participating” is equal to the total number of parties signatory to the Amendment No. 6 (including CCWD) but excluding Grassland Water District and the JPA and further excluding any signatory party which has completed its withdrawal from the Agreement.

Table 3. Cost per Agency and Invoice Schedule for JPA Members

	Total Cost Per Agency
7 Agencies Participate	\$0

Exhibit C-6
Project Budget Including CCWD/JPA Transfers and Use of Funds

	<u>CCWD</u>	<u>JPA</u>	<u>Total</u>
A. Sources of Funds			
State	\$0	\$0	\$0
Federal	\$0	\$0	\$0
Local	\$0	\$0	\$0
Carryover from FY23	\$9,970,000	\$1,580,000	\$11,550,000
Total	\$9,970,000	\$1,580,000	\$11,550,000
B. InterAgency Transfers			
CCWD Transfer to JPA	-\$1,555,000	\$1,555,000	\$0
JPA Progress Payments to CCWD	\$0	\$0	\$0
Total	-\$1,555,000	\$1,555,000	\$0
D. Uses of Funds			
JPA Services	-	\$3,150,000	\$3,150,000
CCWD Services	\$4,820,000	-	\$4,820,000
JPA and CCWD Services Contingency (10%)	\$480,000	-	\$480,000
CCWD Labor ⁴	\$3,100,000	-	\$3,100,000
Total	\$8,400,000	\$3,150,000	\$11,550,000

⁴ CCWD Labor budget includes an offset of its in-kind contribution, as defined in Section 3d)(viii) of the Agreement as amended.

ITEM 3.2: PROGRAM MANAGEMENT UPDATE

RESPONSIBLE/LEAD STAFF MEMBER:

Chuck Gardner, Program Manager

DISCUSSION:

Chuck Gardner, Program Manager, will present a status of JPA program-level activities. Monthly standing updates noted in the presentation include status of Authority contract authorizations, budget, schedule, cash flow, and status of agreements.

ALTERNATIVES:

For discussion purposes.

FISCAL ANALYSIS:

None.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- April 2024 Program Management Update Presentation.

The logo for the Los Vaqueros Reservoir Expansion Project is centered in the upper half of the image. It features the words "LOS VAQUEROS" in a bold, blue, sans-serif font. Below this, "RESERVOIR EXPANSION PROJECT" is written in a green, sans-serif font. To the right of the text is a vertical graphic element consisting of four stacked, trapezoidal shapes that resemble a dam or a reservoir cross-section, with colors transitioning from 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 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. The foreground shows a dirt road and some trees on a grassy slope.

LVE Program Management Update
April 10, 2024

Overview

1. Accomplishments
2. Authority Contract Authorizations
3. Budget
4. Cash Flow
5. Schedule
6. Agreements
7. Next Steps

March Accomplishments

- ✓ 1:1 General Managers Meetings
- ✓ Updated Construction Schedule
- ✓ Development of Resequencing Memo
- ✓ Continued Development of MPA #6



Authority Contract Authorizations

Los Vaqueros JPA Active Contracts and Progress Billings - February 2024

Contractor/Consultant/Vendor	Primary Responsibility	Contract Term	Max. Contract Value/NTE	Billed Through February 2024	Remaining Contract Value	% Term Expired	% Billed
CalMutuals - JPRIMA ¹	JPA Insurance Policy	05/30/2023 - 04/01/2024	\$ 62,261.00	\$ 62,261.00	\$ -	90%	100%
Clean Energy Capital - CEC	Finance/Credit Support	08/25/2022 - 06/30/2024	\$ 1,090,515.00	\$ 895,179.79	\$ 195,335.21	82%	82%
Eide Bailly, LLP	Accounting Services	07/01/2023 - 06/30/2024	\$ 98,000.00	\$ 15,434.25	\$ 82,565.75	67%	16%
Hallmark Group	Project Management/Controls	05/22/2023 - 06/30/2024	\$ 1,251,440.00	\$ 930,790.68	\$ 320,649.32	70%	74%
J Comm, Inc. ²	Project Video/CWC Requirement	08/16/2023 - 01/31/2024	\$ 22,000.00	\$ 11,715.59	\$ 10,284.41	118%	53%
Lagerlof, LLP ³	Legal	07/01/2023 - 06/30/2024	\$ 300,000.00	\$ 139,742.52	\$ 160,257.48	67%	47%
Natural Resource Results, LLC	Federal Relations	05/16/2023 - 06/30/2024	\$ 212,500.00	\$ 137,500.00	\$ 75,000.00	70%	65%
Regional Government Services - RGS ⁴	Board Clerk/Administration	03/08/2023 - 06/30/2024	\$ 49,999.00	\$ 26,902.95	\$ 23,096.05	75%	54%
S&P Global Ratings	Rating Evaluation	12/19/2022 - [Open]	\$ 55,000.00	\$ 50,000.00	\$ 5,000.00	Open	91%
T. Ravazzini Consulting	Executive Director	09/14/2022 - 06/30/2025	\$ 1,270,220.00	\$ 621,954.69	\$ 648,265.31	52%	49%
C.J. Brown & Company CPAs	JPA Financial Audit	10/16/2023 - 06/30/2024	\$ 6,250.00	\$ 5,450.00	\$ 800.00	88%	87%
Stradling Yocca Carlson & Rauth ⁵	Bond Counsel	10/24/2023 - 06/30/2025	\$ 225,000.00	\$ 17,180.00	\$ 207,820.00	20%	8%

¹ Payment in full required on policy renewal date.

² Contract terms required \$10,000 payment due at signing.

³ Legal services "contract value" is an estimated FY24 cost projection not an actual contract or NTE.

⁴ Contract is month-to-month effective July 1, 2023.

⁵ Estimate based on proposed fee structure, no specified NTE value

Authority Budget Report

Month End February 29, 2024



Budget Cost Category	FY24 Budget	Budget To Date	Accrued Costs	Paid Costs	Total Accrued/Paid Costs	Budget Variance Over/(Under)
JPA Services ¹						
Management	\$ 1,706,000	\$ 1,137,333	\$ 1,132,216		\$ 1,132,216	\$ (5,117)
Administration	\$ 250,000	\$ 166,667	\$ 17,214		\$ 17,214	\$ (149,453)
Financial	\$ 720,000	\$ 480,000	\$ 305,528		\$ 305,528	\$ (174,472)
External Affairs/Agency Support	\$ 470,000	\$ 313,333	\$ 126,716		\$ 126,716	\$ (186,617)
Legal	\$ 505,000	\$ 336,667	\$ 156,953		\$ 156,953	\$ (179,713)
Total JPA Services	\$ 3,651,000	\$ 2,434,000	\$ 1,738,627		\$ 1,738,627	\$ (695,373)
CCWD Services ²						
Management	\$ 75,000	\$ 37,500		\$ -	\$ -	\$ (37,500)
Environmental Planning/Design						
Dam Raise	\$ 1,324,400	\$ 662,200		\$ 270,293	\$ 308,633	\$ (353,567)
Transfer Bethany Pipeline	\$ 2,564,800	\$ 1,282,400		\$ 813,459	\$ 927,405	\$ (354,995)
Pumping Plant No. 1	\$ 1,260,800	\$ 630,400		\$ 204,314	\$ 206,832	\$ (423,568)
Program (not facility specific)	\$ 2,475,333	\$ 1,237,667		\$ 815,117	\$ 919,501	\$ (318,166)
Legal	\$ 860,000	\$ 430,000		\$ 178,764	\$ 204,411	\$ (225,589)
Fees	\$ 584,000	\$ 292,000		\$ (9,923)	\$ (9,923)	\$ (301,923)
Total CCWD Services	\$ 9,144,333	\$ 4,572,167		\$ 2,272,024	\$ 2,556,859	\$ (2,015,308)
CCWD Labor ³						
Management	\$ 203,000	\$ 135,333		\$ 138,461	\$ 138,461	\$ 3,128
Environmental Planning/Design						\$ -
Dam Raise	\$ 427,100	\$ 284,733		\$ 177,058	\$ 201,920	\$ (82,813)
Transfer Bethany Pipeline	\$ 621,780	\$ 414,520		\$ 283,371	\$ 326,137	\$ (88,383)
Pumping Plant No 1	\$ 427,080	\$ 284,720		\$ 179,856	\$ 202,788	\$ (81,932)
Program (not facility specific)	\$ 2,423,500	\$ 1,615,667		\$ 1,283,385	\$ 1,459,591	\$ (156,076)
Total CCWD Labor	\$ 4,102,460	\$ 2,734,973		\$ 2,062,131	\$ 2,328,897	\$ (406,076)
Total CCWD	\$ 13,246,793	\$ 7,307,140		\$ 4,334,155	\$ 4,885,756	\$ (2,421,384)
Total (excluding contingency)	\$ 16,897,793	\$ 9,741,140	\$ 1,738,627	\$ 4,334,155	\$ 6,624,383	\$ (3,116,757)
Contingency	\$ 2,175,207	\$ 1,450,138	\$ -	\$ -	\$ -	\$ (1,450,138)
Total	\$ 19,073,000	\$ 11,191,278	\$ 1,738,627	\$ 4,334,155	\$ 6,624,383	\$ (4,566,895)

Quarterly Projected Cash Flow Report

Fiscal Year 2024



	Beginning	FY24 - Q1 Jul - Sep	FY24 - Q2 Oct - Dec	FY24 - Q3 Jan - Mar	FY24 - Q4 Apr - Jun	Total
BEGINNING CASH BALANCE	\$ -	\$ -	\$ 1,426,882	\$ 1,521,638	\$ 2,433,374	
CASH SOURCES						
Member Agency Funding (from Contra Costa Water District)		1,425,000	-	-	-	\$ 1,425,000
Member Agency Funding (invoiced by JPA - September 1, 2023)		619,500	3,717,000	-	-	\$ 4,336,500
Member Agency Funding (to be invoiced by JPA - January 5, 2024)		-	-	4,336,500	-	\$ 4,336,500
TOTAL CASH SOURCES		2,044,500	3,717,000	4,336,500	-	\$ 10,098,000
TOTAL CASH AVAILABLE	\$ -	\$ 2,044,500	\$ 5,143,882	\$ 5,858,138	\$ 2,433,374	
CASH USES						
CCWD Progress Payments (per MPA 5)		-	2,913,000	2,913,000	-	\$ 5,826,000
EPA WIFIA Loan Application Fee		100,000	-	-	-	\$ 100,000
Management		320,866	433,257	345,181	400,000	\$ 1,499,304
Administration		3,677	9,290	2,429	7,500	\$ 22,896
Financial		100,376	144,273	60,583	54,326	\$ 359,557
External Affairs/Agency Support		40,000	46,716	40,000	30,000	\$ 156,716
Legal - General Counsel		43,380	56,758	39,605	73,268	\$ 213,010
Legal - Bond Counsel (TBD)		-	-	17,180	9,375	\$ 26,555
Insurance - General and Excess Liability		-	-	-	-	\$ -
Contingency		-	-	-	300,000	\$ 300,000
Direct Reimbursable Costs		9,320	18,952	6,787	15,000	\$ 50,058
TOTAL CASH USES		\$ 617,618	\$ 3,622,244	\$ 3,424,764	\$ 889,469	\$ 8,554,095
ENDING CASH BALANCE	\$ -	\$ 1,426,882	\$ 1,521,638	\$ 2,433,374	\$ 1,543,905	
ENDING CASH BALANCE IF CONTINGENCY IS NOT USED					\$ 1,843,905	

Estimated Cost at Completion – All Costs Comparison (Costs in \$1,000)¹

¹ All costs shown are multiples of \$1,000 and are rounded up to the nearest \$100,000.

² Program Reserves in 2022 include: Applied Program Contingency (\$47.121M); Capital Project Reserve (\$47.573M); Debt Service Reserve Fund (\$39.995M); and Administrative and Operating Fund Reserve (\$3.731M)



Project Element	June 2022 Capital Cost Estimate Cost at Completion	June 2023 Capital Cost Estimate Cost at Completion	Changes Between Updates	Percent Change (%)
Implementation Costs	\$ 88,600	\$ 89,700	\$ 1,100	1%
Los Vaqueros Dam Expansion	449,200	532,800	83,600	19%
Transfer Bethany Pipeline	219,400	264,600	45,200	21%
Expanded Transfer Facility	94,700	99,000	4,300	5%
Neroly High Lift Pump Station	68,900	77,400	8,500	12%
Pumping Plant No. 1 Replacement	94,100	112,200	18,100	19%
Transfer Pump Station Modifications	60,700	57,100	(3,600)	-6%
Los Vaqueros Recreation Facilities	14,400	10,000	(4,400)	-31%
Los Vaqueros Marina Relocation	84,700	100,500	15,800	19%
Program Reserves ²	138,400	100,000	(38,400)	-28%
Subtotal	\$ 1,313,100	\$ 1,443,300	\$ 130,200	10%
EBMUD Mokelumne Aqueduct	\$ 23,700	\$ 23,700	\$ -	0%
JPA Costs				
Financing Cost	19,100	20,990	1,890	10%
JPA Admin Costs (Pre-Operations)	18,500	33,324	14,824	80%
Interest on LAP Contributions	2,300	2,450	150	7%
Subtotal	\$ 63,600	\$ 80,464	\$ 16,864	27%
Program Total	\$ 1,376,700	\$ 1,523,764	\$ 147,064	11%

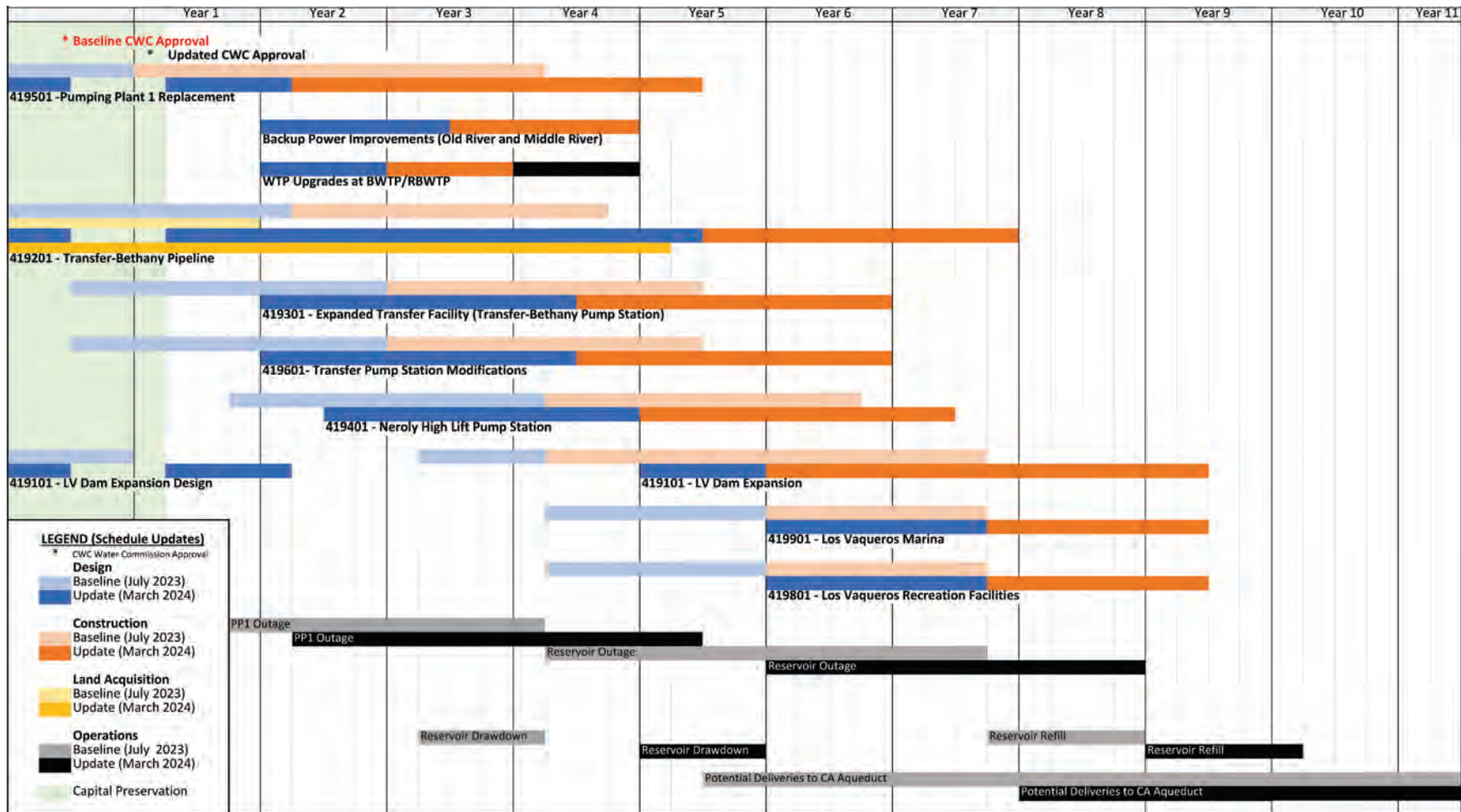
Construction Schedule

Updates to the construction schedule represent the following changes:

- Delay to partner agreements have resulted in delay to CWC funding.
- The Capital Preservation Strategy has been implemented to conserve JPA funds.
- The Capital Preservation Strategy has reduced near-term CCWD design efforts which will delay start of construction.
- Delay to CWC funding results in delay to Pumping Plant 1 replacement and Transfer-Bethany Pipeline activities.
- New project components for water quality and water supply reliability during dam construction have been incorporated into the schedule.
- Transfer-Bethany Pipeline right-of-way process longer than initially anticipated. 8

Construction Schedule Summary

March 2024 Compared with Baseline of July 2023



Near-Term Schedule

Potential sources of delay include:

- CDFW request for all Reclamation agreements as attachments to CAPB.
- Reclamation timing for authorization to negotiate and ultimate completion of Partnership Agreement, Refuge Water Supply Acquisition Agreement, and LVE 2 Operations Agreements are unknown.
- Completion of LVR JPA Partner Agreements delayed.

Agreements Status

CCWD Design and Construction Agreement

- 1:1 meetings with General Managers for feedback on Risk Reduction Strategy completed in March
- Individual business cases were developed and presented
- Convened General Managers meeting on March 25 for membership discussion
- Concurrence to hold further development of DCA in coordination with other agreements and:
 - Explore phased CWC funding to mitigate high bid results
 - Seek change order threshold for JPA approval
 - Involve JPA in selection of construction manager

Agreements Status

EBMUD FUA	Conversations with EBMUD continue related to draft term sheet.
CCWD FUA	CCWD is preparing the draft agreement and has provided a redline update of the term sheet in response to the JPA's initial comments. Draft agreement late April.
MPA #6	Provided to membership for review on 3/14 requesting comments by 3/29. Draft includes refinements to update the Scope of Work, no increase in funding from the Members, and updates the term of the Agreement is extended through June 30, 2025.

Agreements Status



Service Agreement	Comments consolidated. Monthly meetings for the Capacity Allocation and Operations subgroup have been established.
Backstop Plan	CCWD continues to meet with Reclamation, JPA member agencies, and other agencies regarding their backstop plan needs.
DWR Turn-In	Comments on the draft agreement were provided to DWR in March.

Contract for Administration of Public Benefits (CAPB) Update

- CAPBs have been shared with staff at JPA member agencies as well as with CDFW and DWR.
- JPA and CCWD staff have met with CDFW multiple times to review the draft ecosystem CAPB.
- JPA will meet with member agencies to review CDFW revised draft of the ecosystem CAPB (anticipated by mid-April).
- DWR are continuing to review the emergency and recreation CAPB.
- Monthly CAPB workgroup meetings are being held through June; the next meeting will be after the receipt of the revised ecosystem CAPB.

Permitting Update

- CDFW issued an Incidental Take Permit (ITP) for current (near-term) and LVE project (long-term) operations on March 1.

Design Updates

Construction Schedule

- An updated schedule was submitted to the JPA reflecting adjusted California Water Commission (CWC) award date of February 2025, capital preservation efforts, addition of Backstop Plan components, and extended timeline for Transfer Bethany land acquisition process.

LV Dam Expansion

- Final plans are still in review with DSOD.

Pumping Plant 1

- CCWD continues development of the 90% design plans.

Risk Management

- Consolidated comments from the member agencies on the 8-Point Plan for Risk Reduction were received by CCWD on March 26.

Design Updates (Cont.)

Transfer-Bethany Pipeline

- Preliminary work continues with respect to geotechnical analysis, right-of-way needs, alignment planning, permitting, and the 30% design. CCWD staff have met with landowners and stakeholders along the pipeline alignment where the alignment will traverse conservation easements.
- Next steps include executing agreements with County agencies for reimbursement of their time working on the Project, drafting an MOU, and identifying precise right-of-way needs on the parcels under conservation easement.

Next Steps

- Seek Near-Term Schedule Feedback
- Report Details Related to CCWD Budget
- Review Approach to Land Acquisition and Mitigation for Transfer-Bethany Pipeline and Provide Briefings

REPORTS

ITEM 4.2: EXECUTIVE DIRECTOR'S REPORT

The following highlights additional key activities, which occurred last month and are not otherwise addressed in the packet.

WSIP Agreement Meeting – On Friday, March 15, the Executive Director, Authority General Counsel, and CCWD representatives met with the California Water Commission (CWC) Executive Director, CWC staff, and representatives from California Department of Fish and Wildlife (DFW) and Department of Water Resources (DWR) to discuss the interplay of WSIP-required agreements – the contracts for the administration of public benefits (CAPBs) with DFW and DWR and the CWC's funding agreement. The meeting was productive. Various issues were discussed and the state agencies are considering how to address some of the issues raised.

Executive Management Team (EMT) Meetings Update – The Authority and CCWD Executive Management Teams continue to meet to further discuss and address the major Project agreements, along with any other outstanding critical path issues requiring coordination among the Authority and CCWD. The March 15 meeting agenda included 1) discussion of the Authority's draft Risk Reduction Strategy and CCWD's comments, and 2) an initial update from CCWD on the Transfer Bethany Pipeline design, land acquisition plan, and CCWD/Authority coordination for next steps. The next meeting of the EMT will be on April 19.

US Bureau of Reclamation Engagement – The Executive Director, Authority staff, and CCWD representatives continue to work productively with our federal partners to make progress on the range of agreements necessary to get to Project construction. See Item 4.2.2 March 2024 Engagement Activities with Reclamation.

EXHIBITS/ATTACHMENTS:

- None.

4.2.1 FEDERAL RELATIONS REPORT

WATER AND POWER LAW GROUP PC

BERKELEY · WASHINGTON, D.C.



To: Board of Directors, *Los Vaqueros Reservoir Joint Powers Authority*

From: Natural Resource Results and Water and Power Law Group

RE: Board Report – April 2024

Fiscal Year 2025 Appropriations

As Congress begins the Fiscal Year 2025 appropriations process, one of their tasks will be to replenish the WIIN Act storage account. In previous fiscal years, Congressman McCarthy (R-CA) and Senator Feinstein (D-CA) played an outsized role ensuring that Congress provided roughly \$134 million a year for the account. Now that neither of them is in Congress, supporters of the WIIN Act storage account will need to work harder to solidify funding.

We expect that Congressman Thompson (D-CA) and Congressman LaMalfa (R-CA) will lead a congressional sign-on letter to appropriators seeking \$134 million for the WIIN Act storage account. The letter will not mention specific projects for two reasons, 1) they want to avoid making this a California specific request and 2) they want to have a broad group of members sign on, such as the Washington and Idaho delegations, which have projects that are eligible to receive WIIN Act storage account funding.

4.2.2 MARCH 2024 ENGAGEMENT ACTIVITIES WITH RECLAMATION

The Authority, CCWD staff, and consultants are continuing to engage with Reclamation to advance several required agreements, approvals, and permits for the project construction. Key engagement activities include:

- Conducted a 2-day technical session with Reclamation on March 11-12, 2024, in Santa Cruz. Reclamation participants included regional leadership and representatives from Denver's Policy group. Key outcomes of the technical session included:
 - Reclamation commitment to seek Project Use Energy for CVP water supplies delivered through LVE.
 - Reclamation commitment to seek annual appropriations of \$2.5 million for Refuge O&M costs, consistent with the Federal Feasibility Report recommendations.
 - Reclamation outlined the negotiations process for Partnership Agreement and the Refuge Water Supply Contract.
- Working with Reclamation staff to prepare decision memos to document refinement to the Federal Feasibility Reports.
- Continuing to track development of Reclamation's Basis of Negotiation, which will allow initiation of formal negotiations on the Partnership agreements.

Monthly List of Authority Contracts Entered into by Executive Director

March 2024

<u>Contracts</u>	<u>Amount</u>	<u>Purpose</u>
None.		
Total		

ITEM 4.4: COMMITTEE MEETING SUMMARIES

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

There were no LVR JPA Committees convened in March 2024 due to cancellations.

ALTERNATIVES:

Not applicable.

FISCAL ANALYSIS:

Not applicable.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- None.

CLOSED SESSION

ITEM 5.1: PERFORMANCE EVALUATION – GOVERNMENT CODE SECTION 54957, TITLE: EXECUTIVE DIRECTOR

RESPONSIBLE/LEAD STAFF MEMBER:

James Ciampa, General Counsel

RECOMMENDATION:

Board consideration.

DISCUSSION:

Section 3(a)(v) of the Executive Director’s Independent Contractor Agreement provides that the Authority is to evaluate the Executive Director’s performance on an annual basis in March or April of each year. The Board will complete that evaluation in closed session at the conclusion of the meeting. Materials relating to that evaluation were provided to the Directors in advance of this meeting.

Section 3(a)(iii) of the Executive Director’s Agreement provides for an automatic cost of living adjustment to the Executive Director’s hourly rate (currently \$217.15 per hour) effective as of July 1 of each year based on the April-to-April increase of the Consumer Price Index (CPI) – Professional and Business Services for the Sacramento/Roseville/Arden-Arcade area. As of this time, the March 2023 and April 2023 CPI figures have not been released, but the most current figures through February 2024 show a CPI increase in that category of 6.1% for the 12-month period of February 2023 to February 2024. As mentioned, this is an automatic increase which will be incorporated into the Executive Director’s compensation as soon as the April 2023 CPI figures are available.

ALTERNATIVES:

Not applicable.

FISCAL ANALYSIS:

At a 6.1% increase (which is not the final figure that would apply), the Executive Director’s hourly compensation would increase from \$217.15 per hour to \$230.40 per hour. For the Executive Director’s base pay at 145 hours per month, that would equate to an \$1,921.25 (145 * \$13.25 per hour) increase per month.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- Executive Director Independent Contractor Agreement and Amendment

**LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
INDEPENDENT CONTRACTOR AGREEMENT**

Executive Director

This Independent Contractor Agreement (“Agreement”) is by and between the Los Vaqueros Reservoir Joint Powers Authority (“Authority”), with its principal place of business at 1331 Concord Avenue, Concord, CA 94520, and T. Ravazzini Consulting, or assignee (“Contractor”), with its principal place of business as on file with the Authority. The Authority and Contractor may individually be referred to as a “Party” or collectively referred to as “Parties.”

RECITALS

a. The Authority was formed to proceed with Phase 2 of the expansion of the Los Vaqueros Reservoir by expanding the storage capacity of that reservoir to 275,000 acre-feet, to expand related conveyance facilities, to construct new conveyance facilities and to undertake related activities (collectively, the “Project”);

b. The Project has been identified by the State of California and federal government as a key component of California’s integrated water management and supports the state’s co-equal policy to improve water management and restore the ecological health for beneficial uses of the Sacramento-San Joaquin Delta;

c. The Authority desires to obtain professional consulting services from an entity to serve as the Authority’s Executive Director and, as a result, desires to engage Contractor to provide the professional services described herein (the “Services”) in fulfillment of the Project; and

d. Contractor is customarily engaged as an independent business to provide services similar to the Services herein, is qualified to provide the Services and desires to provide the Services subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the provisions set forth in this Agreement, the Authority and Contractor agree as follows:

AGREEMENT

ARTICLE 1: TERM OF AGREEMENT

a. This Agreement shall become effective on September 14, 2022 (“EffectiveDate”), and shall remain in full force and effect until June 30, 2025, or until the earlier termination of this Agreement in the manner provided for herein (the “Term”). As needed during the term of this

Agreement and in conjunction with Contractor's performance review under subdivision (v) of Section 3(a), below, the Parties will review the terms of the Agreement to identify whether any amendments to the Agreement are warranted based on the status of the Project, the nature of the Services and Contractor's performance of the Services as provided through that date. If the Parties identify any warranted amendments, they will, in good faith, negotiate an amendment to this Agreement.

- b. The Term may be extended upon terms mutually agreed upon by the Parties. If either Party desires to extend the Term of this Agreement, then that interest should be expressed to the other Party with sufficient time to allow for negotiation of that extension and approval by the Authority's Board of Directors.
- c. Either Party may terminate this Agreement at any time without cause, by giving at least sixty (60) days' written notice of the termination to the other Party. In the event notice of termination is given by the Authority, then, in the sole and absolute discretion of the Contractor, the Contractor may immediately cease providing all Services under this Agreement and require the Authority to pay the Contractor within 15 days of the termination notice all compensation that would be due to the Contractor for the 60 day period until this Agreement terminates; provided, however, that Contractor will reasonably cooperate with the Authority in transitioning performance of the Services.
- d. The Authority may terminate this Agreement for cause at any time prior to expiration of the Term upon written notice to the Contractor. "For cause" means only if the Contractor commits any material act of dishonesty, discloses confidential information, is guilty of gross carelessness or misconduct, unjustifiably neglects its duties under this Agreement, commits any material breach of the terms of this Agreement or acts in any way that has a direct, substantial, and adverse effect on the Authority's reputation. If the Authority terminates this Agreement for cause, then the Authority shall only be liable to compensate Contractor for Services provided up to the date of Contractor's receipt of the Authority's notice of termination, which, to be effective, must include the full amount of that compensation.

ARTICLE 2: SCOPE OF SERVICES

- a. Under the policy direction of the Authority's Board of Directors, Contractor will serve as the chief executive of the Authority to implement Board policy. While working with the Board of Directors and the Authority's members and their respective staffs, the Contractor will execute administrative policies and be responsible and accountable for technical, administrative and policy level tasks in furtherance of the Project. Contractor will provide overall executive direction of various functions, including financial administration, budgeting, drafting agendas and staff reports for Board meetings, assisting with Board committee meetings, overseeing various consultants for legal and technical work and advocating before local, state and federal governmental agencies and executive and legislative leaders. Contractor will be involved with

issues relating to California water policy and laws, the California Environmental Quality Act, and National Environmental Policy Act and existing local, state and federal water supply projects.

- b. In addition to the overall executive direction described in subdivision (a), the Services listed below illustrate the Services the Authority expects the Contractor to either perform itself, or delegate to any Authority consultants or contractors under the supervision of the Contractor. In addition, Contractor may utilize and coordinate with Members' staffs to assist in performing the Services, including through a Member's in-kind services provided for under other Authority agreements, and the Authority will use its best efforts to ensure such Members' staffs are available to provide such assistance, However, the list is not exhaustive and additional responsibilities may be assigned by the Board upon the written agreement of the Contractor and any agreed adjustment in compensation under this Agreement. Services include:
- i. Interpret and ensure compliance with all Authority policies and procedures, standards of quality and safety, and all applicable local, state, and federal laws and regulations;
 - ii. Within a broad framework established by the Board, directs the establishment of overall strategic plans, long-term goals, and objectives for the agency;
 - iii. Coordinates Project activities and Project scheduling, with input from Authority members' applicable staffs;
 - iv. Meets with Authority member representatives and attorneys and the Authority's general counsel to develop plans and strategies to resolve contractual and legal issues;
 - v. Keeps the Board informed of Authority activities and of laws, issues, or problems that may affect the Authority and its members;
 - vi. Requests policy and related actions from the Board;
 - vii. Directs the preparation of meeting materials and, unless excused by acknowledgment of the Chair of the Board of Directors (the "Chair"), attends all Board meetings (some meetings may be held virtually or by other teleconference or video conference technology);
 - viii. Performs or oversees the monitoring and evaluation of legislation, trends, and issues affecting the water industry, and directs the formulation of appropriate responses;
 - ix. At the Board's direction, manages governmental relations (both internal and conducted by outside consultants) including, but not limited to, discussions and meetings with federal, state and local officials;
 - x. Directs, reviews, and approves special studies, reports, and significant correspondence;
 - xi. Coordinates the development and management of the Authority's annual budget;
 - xii. In accordance with Authority policies, reviews and approves expenditures and deposits, and manages investments of excess revenue and reserve funds;
 - xiii. Implements risk management policies and manages insurance programs;
 - xiv. Directs the initiation and execution of consulting and contract service agreements;

- xv. Receives and responds to inquiries, concerns, and complaints regarding the Project and the Authority's policies, programs, and activities; and
- xvi. Performs general administrative services as required, including, but not limited to, attending and conducting meetings, preparing reports and correspondence, compiling data for reports, reviewing professional literature, entering computer data and preparing spreadsheets, etc.

The Parties will review the Services after the first six (6) months that this Agreement is in effect to determine if any adjustments are necessary and, if so, any corresponding adjustments to the Contractor's compensation.

- c. Contractor will determine the method, details, and means of performing the Services and otherwise upholding its obligations under this Agreement, subject to oversight by the Board of Directors. Unless specifically requested by Authority in the case of a meeting, Contractor shall be generally available to the Authority but is not required to perform the Services during a fixed period of time.
- d. Contractor shall provide supplies necessary to perform the Services. However, to support the Contractor's performance of (i) office management functions, (ii) administrative and support functions, and (iii) technical functions, the Authority shall use its best efforts to make available to the Contractor Members' staffs, as well as other consultants retained by the Authority, who will provide those functions at the direction of the Contractor. Contractor is not required to perform any of the Services at any particular physical location, but from time to time, and upon approval of such member, may perform the Services at the office of an Authority member.
- e. Nothing contained in this Agreement shall limit the ability of Contractor to perform the same or similar duties to the Services for any other authority, entity, or organization (each a "Third Party Client") other than Authority. Contractor will not perform services for a Third Party Client if they unreasonably interfere with Contractor's performance of the Services provided to the Authority under this Agreement or create a conflict of interest for Contractor. If Contractor believes that rendering any services to a Third Party Client may create a conflict of interest for Contractor, Contractor will consult with the Authority's legal counsel to determine appropriate future actions regarding that matter. Consistent with the foregoing, Contractor shall not advocate for other clients in a manner that would result in the communication of any position in any public forum that is contrary to the Authority's interest.
- f. Contractor shall perform the Services in a manner consistent with that degree of skill and care ordinarily exercised by practicing professionals performing similar services in California, relating to a project site comparable to the Project and under the same or similar circumstances and conditions as those concerning the Project.

ARTICLE 3: COMPENSATION

- a. Method of Payment: The Authority shall pay Contractor for its Services and project-related business travel and expenses in accordance with the following:
 - i. Compensation for Services: Subject to subdivision (ii), below, the Authority shall compensate Contractor for performance of the Services at a rate of \$29,885 per month; provided that for Services rendered at the beginning or end of the term of this Agreement for any portion of a month, rather than for the full month, the monthly compensation will be prorated based on the number of days for which this Agreement was in effect in that month. Contractor understands and acknowledges that it shall receive no other compensation for the services provided under this Agreement, including, but not limited to, vacation benefits and insurance for health, disability, or other risks.
 - ii. Additional Compensation: In addition to the compensation provided under subdivision (i), above, Contractor may earn additional compensation at the rate of \$215 per hour for up to twenty-four (24) hours per month that Contractor works in excess of one hundred thirty-nine (139) hours in any month. Contractor must log those additional hours, together with the description of the Services performed in the attachment to its monthly invoice to be submitted to the Authority in the form attached hereto as Exhibit A.
 - iii. Cost of Living Adjustments. The amounts payable under subdivisions (i) and (ii), above, are subject to annual increases, to be effective July 1 of each year, based on the percentage increase in the Consumer Price Index – Professional and Business Services for the Sacramento/Roseville/Arden-Arcade area based on the April to April year-over-year increase in that index; provided that for the adjustment to take effect July 1, 2023, the increase shall be based on the percentage increase from September 2022 through April 2023. The provision of adjustments under this subdivision is separate from and does not preclude any other adjustments to Contractor’s compensation that may be approved under this Agreement.
 - iv. Project-Related Business Travel & Expenses: On a monthly basis, Contractor may invoice the Authority for the authorized costs of business travel and other expenses that Contractor incurs in its performance of the Services. Such authorized travel that is eligible for reimbursement includes mileage reimbursement at the applicable Internal Revenue Service reimbursement rate for travel to Authority members or otherwise on Authority-related business. Contractor may attend conferences on behalf of the Authority but must obtain prior approval from the Board of Directors for any conference expenses that exceed two thousand dollars (\$2,000.00), including conference registration fees, travel expenses, food and lodging. All such business and travel expenses must include a description of the business justification for the expense and must be substantiated with receipts that will be submitted with Contractor’s monthly invoice as specified below.

- v. Performance Review: The Authority will evaluate Contractor's performance under this Agreement at an annual review. The first such review will occur on or before April 30, 2023 and then each annual review will take place in the month of March or April in each subsequent year for so long as this Agreement remains in effect. As part of the annual review the Authority will consider an adjustment of Contractor's compensation for Services, as the Authority determines appropriate.
 - vi. Quarterly Reviews: The Authority, acting through its Chair, and the Contractor will meet on at least a quarterly basis to determine Project milestones for Contractor to achieve in the upcoming three-month period.
- b. Payment Process: Contractor shall invoice the Authority for Services performed, including any additional compensation and reimbursable expenses incurred on a monthly basis by submitting an invoice in the form attached hereto as Exhibit A. Due to the need for the Authority to track expenditures as required by its grant funding, Contractor must categorize all hours worked based on the nature of the task, as specified in Exhibit A. Invoices shall be sent electronically to the Authority's Administrator and/or the Contra Costa Water District as required for reimbursement by the California Water Commission and the Bureau of Reclamation by the 15th of the month for the previous month's services. The Chair shall review each invoice for approval and either approve or disapprove the subject invoice, in whole or in part. The amounts the Chair approves will be reported as part of the Authority's Treasurer's Report at the next regular monthly Board of Directors meeting following receipt of the Contractor's invoice. Any approved portion of the Contractor's invoice shall be paid to Contractor within 15 days. The Authority may reduce its payment of an invoice by the amount deemed by the Chair to be disapproved until any such disputed item is resolved between Authority and Contractor. However, the Authority must notify and, in good faith, negotiate a resolution of the dispute with the Contractor within 15 days of the Chair's decision to disapprove the subject item.

ARTICLE 4: STATUS & WORK

- a. Status as Independent Contractor: Contractor will act as an independent contractor of the Authority in the performance of the Services under this Agreement. Contractor will set its own hours and maintain its own business office. Contractor may provide services to other clients provided such services do not unreasonably interfere with Contractor's obligations under this Agreement. Contractor will comply with all applicable business license law and will continue to engage as an independently established business and maintain a clientele without restrictions from the Authority, except as otherwise expressly stated herein. The Contractor will be responsible for the payment of all applicable federal, state, and local taxes arising out of or related to Contractor's Services for the Authority. Contractor further agrees to defend, indemnify, and hold the Authority harmless as to any claims or causes of action related to the payment of any federal, state, and local taxes for which Contractor is responsible. Nothing contained in this Agreement shall constitute or be deemed to create between the Authority and

Contractor the relationship of employer/employee, it being expressly understood and agreed that the only relationship between Contractor and Authority created herein shall be that of an independent contractor. Without limiting the foregoing, Contractor is not entitled to any rights or benefits typically afforded to employees, including disability or unemployment insurance, workers compensation, medical or life insurance, paid vacation, paid holidays, paid personal leave or any other employment benefit that are usually provided to employees. Contractor will not be responsible for any adverse actions taken by Federal or state authorities related to Contractor's classification as an independent contractor under this Agreement, which the Authority shall defend against at its sole cost and expense.

- b. Subcontracting: Contractor shall not employ independent consultants, associates, or subcontractors to assist in the performance of Contractor's duties hereunder without the prior written consent of the Authority. As to any such subcontract to which Authority has not granted its express prior written consent, the Authority will not have any obligation to recognize, accept, compensate for, or otherwise assume any responsibility for it or for any work performed pursuant to it.

ARTICLE 5: FORCE MAJEURE

Neither Party to this Agreement shall be liable for its failure to perform its obligations hereunder due to events beyond its reasonable control, including, but not limited to, strikes, riots, wars, fire, earthquakes, acts of God and/or unusual acts of nature, acts in compliance with any law, regulation or order (whether valid or invalid) of the United States of America or any state thereof or any other domestic or foreign governmental body or instrument thereof having jurisdiction in the matter. Delay occasioned thereby shall not be considered a breach of this Agreement.

ARTICLE 6: INDEMNITY

- a. Contractor Indemnification: Contractor shall indemnify and hold the Authority and its officers, directors, employees and agents harmless from and against any claim, cause of action, loss or liability to the extent arising out of or related to any negligent acts or omissions, or willful misconduct, of the Contractor in performing the Services.
- b. Authority Indemnification: Authority shall indemnify and hold Contractor and its officers, directors, employees and agents harmless from and against any claim, cause of action, loss or liability to the extent arising out of or related to (a) acts or omissions of the Authority, and (b) acts or omissions of the Contractor in performing the Services. This indemnification will not apply, however, to the extent any claim, cause of action, loss or liability results from the Contractor's negligence, willful misconduct or breach of this Agreement.

ARTICLE 7: INSURANCE

a. Contractor is solely responsible for procuring its own insurance for liability, health, medical, disability, business interruption, unemployment, automobile, or other obligations or risks. No worker's compensation insurance has been or will be maintained for Contractor by the Authority.

b. Contractor must maintain the following insurance:

i. Commercial General Liability (CGL) Insurance: Commercial General Liability Insurance, including coverage for bodily injury and property damage liability arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury and liability assumed under an insured contract. That CGL policy must have coverage limits of at least \$1,000,000 per occurrence and \$1,000,000 general aggregate limit.

With respect to the Services performed by Contractor, Contractor's Commercial General Liability policy shall be primary to similar insurance of the Authority and shall waive subrogation against Authority.

The Authority, and its directors, officers, and authorized agents shall be added as an additional insured by additional insured coverage endorsements CG 2010 04 13 and CG 2037 04 13, or equivalent additional insured coverage endorsements, on Contractor's Commercial General Liability insurance policy.

ii. Commercial Automobile Liability Insurance: Contractor agrees to maintain Business Automobile liability insurance during the term of this Agreement, with a limit for property damage and bodily injury of \$1,000,000 per occurrence and \$1,000,000 general aggregate limit, together with an equivalent rider for hired and non-owned automobiles.

iii. Workers Compensation Insurance: If applicable, Contractor shall maintain Workers Compensation Insurance, including Employer's Liability, at a minimum limit acceptable to the Parties for all persons whom Contractor may employ in performing the Services. Such insurance shall be in strict accordance with the requirements of the most current and applicable Workers Compensation Insurance Laws in effect from time to time. Contractor shall furnish to Authority confirmation of Contractor's experience modification rate, which the Authority may request from time to time.

c. Such policies shall, as applicable, contain or be endorsed with the provision that coverage shall not be cancelled by the insurance company in coverage without thirty (30) days prior written notice to the Authority.

ARTICLE 8: CONFIDENTIALITY AND PROPRIETARY INFORMATION; WORK PRODUCT

- a. Confidentiality: Contractor acknowledges that it will be necessary for the Authority at times to disclose certain confidential and proprietary information (the “Confidential Information”) to Contractor in order for Contractor to perform the Services under this Agreement. Contractor acknowledges that disclosure to a third party or misuse of this Confidential Information would irreparably harm the Authority. Accordingly, Contractor will not disclose or use, either during or after the term of this Agreement, any Confidential Information of the Authority without the Authority’s prior written permission except to the extent necessary to perform Services on the Authority’s behalf. The Authority acknowledges that as a public agency it is subject to the California Public Records Act (the “Act”). The Authority and the Contractor (on behalf of the Authority) are therefore required to disclose any information deemed to be a public record upon request as provided in the Act. Therefore, notwithstanding any other provision of this Agreement, the Contractor shall not be in breach of this Agreement because it discloses any Confidential Information in response to a request made under the Act.

- b. Work Product: The Parties acknowledge and agree that any work product (“Work Product”) Contractor creates as part of the Services provided under this Agreement (including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, work-in-progress and deliverables) shall be considered a “work made for hire” within the meaning of 17 U.S.C. § 101 of the U.S. Copyright Act, and therefore the copyright to such work product shall be owned exclusively by the Authority. Furthermore, Contractor hereby assigns all right, title and interest, including all copyrights, patents, and any other intellectual property rights, in and to the work product Contractor creates for the Authority under this Agreement, to the Authority.

- c. Return of Confidential Information: Upon expiration or earlier termination of this Agreement, Contractor shall turn over to the Authority all Confidential Information and Work Product in Contractor’s possession within ten (10) business days of the date of expiration or termination.

- d. Non-Interference: For the period of one (1) year after expiration or termination of this Agreement for any reason, Contractor shall not interfere with any relationship between the Authority and any of its members, employees, consultants, agents, representatives or suppliers by persuading, enticing, or attempting to persuade or entice any such member, employee, consultant, agent, representative, or supplier to disengage from the Project.

ARTICLE 9: MISCELLANEOUS

- a. No Legal Services. The Authority acknowledges that the Contractor is an attorney-at-law licensed to practice in the State of California. However, the Contractor is not providing legal services to the Authority under this Agreement or otherwise, and there will not be deemed to exist at any time any relationship of attorney and client between the Contractor and the Authority. No portion of the Services may be interpreted to include the Contractor’s provision

of legal advice or legal review of Authority actions or agreements. The Authority shall rely solely on its general or special counsel for legal advice and representation without any reliance on the Contractor for legal review of that advice and representation, which is not part of the Services.

- b. Governing Law: This Agreement shall be governed by the laws of the State of California.
- c. Amendment: This Agreement shall not be amended except by written agreement signed by both Parties.
- d. Successors and Assigns: This Agreement and the covenants and conditions contained herein shall apply and be binding upon and inure to the benefit of the permitted administrators, executors, legal representatives, assignees, successors, agents and heirs of each Party hereto.
- e. Assignments: This Agreement is not assignable by Contractor without the consent of the Authority, which consent the Authority may grant or withhold for any or no reason in its sole discretion; provided, however that Contractor may assign this Agreement without the Authority's consent to a business entity controlled by Taryn Ravazzini that may be established to render the Services hereunder. Any other such purported assignment without prior written consent by the Authority shall be null and void. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge either Party from any obligation under this Agreement.
- f. No Third-Party Beneficiaries: Except for rights of indemnitees specifically referenced in this Agreement, no provision of this Agreement is intended to create or grant claims or rights of action against Authority for the benefit of any third parties.
- g. Integration: This Agreement is intended to be the final, complete, and exclusive statement of the terms of Contractor's terms of service to the Authority. This Agreement supersedes all other prior or contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the Services of Contractor to the Authority, and it may not be contradicted by evidence or any prior or contemporaneous statements or agreements. To the extent the practices, policies, or procedures of the Authority, now or in the future, apply to Contractor and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.
- h. Waiver: A waiver by either the Authority or Contractor of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.
- i. Severability: If any provision of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be and remain valid, binding and enforceable to the fullest extent permitted by law.

- j. Notices: Any notices required by this Agreement shall be in writing and either given in person or by first class mail with the postage prepaid and addressed as provided for in the opening paragraph of this Agreement, and are deemed given on the date they are provided (in the event of personal delivery or delivery by courier) or three (3) business days after being postmarked (in the event of mail delivery).
- k. Representation by Attorney: The Parties expressly represent and warrant that they have had the opportunity to receive, and/or have received independent legal advice from their respective attorneys with respect to the advisability and effect of entering into this Agreement.
- l. Attorney's Fees: In the event of an arbitration or other legal proceeding for breach of this Agreement, or otherwise arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees, expert fees, and costs incurred in such arbitration or proceeding.
- m. Captions: Any paragraph captions are for reference only and shall not be considered in construing this Agreement.
- n. Authority to Enter: The Parties each warrant and represent that they each have the authority to enter into this Agreement, and that the signatories below are authorized to sign this Agreement on behalf of the Parties.
- o. Counterparts; Electronic Signatures: This Agreement may be executed in counterparts each of which shall be deemed to be an original but all of which taken together shall constitute one and the same Agreement. Any signature hereto may be transmitted electronically, including by e-mail, PDF, DocuSign or other electronic means, and any such electronically transmitted signature shall be as valid as an original signature.

**LOS VAQUEROS RESERVOIR
JOINT POWERS AUTHORITY**

T. RAVAZZINI CONSULTING

By: Angela Ramirez Holmes
Angela Ramirez Holmes (Sep 29, 2022 17:00 PDT)
 Angela Ramirez Holmes, Chair

By: Taryn Ravazzini
Taryn Ravazzini (Oct 4, 2022 13:37 PDT)
 Taryn E. Ravazzini

Date: Sep 29, 2022

Date: Oct 4, 2022

EXHIBIT A

[T. Ravazzini Consulting]

BILL TO:

Los Vaqueros Reservoir
Joint Powers Authority
1331 Concord Avenue
Concord, CA 94520

Invoice No.:

Invoice Date:

INVOICE

Billing Period from _____, 2022 to _____, 2022

**Los Vaqueros Reservoir Joint Powers Authority
SUMMARY OF JOB CHARGES**

ITEM	DESCRIPTION	TOTAL
1	Monthly Retainer	
2	Additional Compensation [if applicable] (see attachment)	
	Labor Subtotal	
3	Project-related business/travel expenses (see attachment)	
4		
5		
6		
	Subtotal	
	Past Due	
	Balance Due Upon Receipt	

Signature _____

Taryn E. Ravazzini
T. Ravazzini Consulting

For payments by mail make check payable to:

Attachment to Invoice – October 1 – 31, 2022

Allocation of Monthly Fee Hours

Task	Previous FY23 to Date	Monthly Total \$	Total FY23 to Date
Task 1 - Project Management			
Task 2 - Environmental Planning			
Task 3 - Engineering Feasibility			
TOTAL			

***Board meeting services are considered as Project Management**

Description of Additional Compensation:

Date	Task Category	Description of Services	Number of Hours	Total \$
		TOTAL		

Business/Travel Expenses

Date	Description	Expense Amount	No. of Miles	Mileage Rate*	Mileage Amount	Total = Expense Amt. & Mileage Amt.
				\$.625		
					TOTAL:	

*Based on current IRS Mileage Reimbursement Rate

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This Amendment to Independent Contractor Agreement is entered into this 14th day of June, 2023 by and between the Los Vaqueros Reservoir Joint Powers Authority, a joint exercise of powers agency (the “Authority”), and T. Ravazzini Consulting, LLC (“Executive Director”), with respect to the following:

RECITALS

- A. The Authority and Executive Director entered into an agreement effective as of September 14, 2022 (the “Agreement”) under which the Authority engaged Executive Director to serve as the Authority’s Executive Director.
- B. The Authority and Executive Director now desire to amend the Agreement as specified below.

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

1. Effective as of April 1, 2023, Section 3(a)(i) and (ii) of the Agreement are amended to read as follows, with the deleted terms stricken and added words underlined:

“i. Compensation for Services: Subject to subdivision (ii), below, the Authority shall compensate Contractor for performance of the Services at a rate of ~~\$29,885~~ \$31,175.00 per month; provided that for Services rendered at the beginning or end of the term of this Agreement for any portion of a month, rather than for the full month, the monthly compensation will be prorated based on the number of days for which this Agreement was in effect in that month. Contractor understands and acknowledges that it shall receive no other compensation for the services provided under this Agreement, including, but not limited to, vacation benefits and insurance for health, disability, or other risks.

“ii. Additional Compensation: In addition to the compensation provided under subdivision (i), above, Contractor may earn additional compensation at the rate of \$215 per hour for up to ~~twenty-four (24)~~ thirty (30) hours per month that Contractor works in excess of ~~one hundred thirty-nine (139)~~ one hundred forty-five (145) hours in any month. Contractor must log those additional hours, together with the description of the Services performed in the attachment to its monthly invoice to be submitted to the Authority in the form attached hereto as Exhibit A.”

2. Effective as of July 1, 2023, Sections 3(a)(i) and (ii) of the Agreement are amended to read as follows, with the deleted terms stricken and added words underlined, with the changes under Paragraph 1, above, incorporated:

“i. Compensation for Services: Subject to subdivision (ii), below, the Authority shall compensate Contractor for performance of the Services at a rate of ~~\$29,885~~ \$31,486.75 per month; provided that for Services rendered at the beginning or end of the term of this Agreement for any portion of a month, rather than for the full month, the monthly compensation will be prorated based on the number of days for which this Agreement was in effect in that month. Contractor understands and acknowledges that it shall receive no other compensation for the services provided under this Agreement, including, but not limited to, vacation benefits and insurance for health, disability, or other risks.

“ii. Additional Compensation: In addition to the compensation provided under subdivision (i), above, Contractor may earn additional compensation at the rate of ~~\$215~~ \$217.15 per hour for up to thirty (30) hours per month that Contractor works in excess of one hundred forty-five (145) hours in any month. Contractor must log those additional hours, together with the description of the Services performed in the attachment to its monthly invoice to be submitted to the Authority in the form attached hereto as Exhibit A.”

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

Los Vaqueros Reservoir
Joint Powers Authority

T. Ravazzini Consulting, LLC

By Angela Ramirez Holmes
Angela Ramirez Holmes (Jul 5, 2023 10:47 CDT)
Angela Ramirez Holmes, Chair

By Taryn Ravazzini
Taryn Ravazzini (Jun 21, 2023 11:09 PDT)
Taryn Ravazzini, Managing Member