



**LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
AGENDA**

Rescheduled Meeting of the Board of Directors
May 3, 2024 – 9:00 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:

<https://us06web.zoom.us/j/81404669563>

Or One tap mobile:

+16699006833,,81404669563# (San Jose, US)

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

Directors Participating Remotely:

Angela Ramirez Holmes Hendersonville Public Library, 140 Saundersville Road,
Hendersonville, Tennessee 37075

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
Ricardo Ortega, Secretary, Grassland Water District
Paul Sethy, Treasurer, Alameda County Water District
Antonio Martinez, Director, Contra Costa Water District
Michael Tognolini, Director, East Bay Municipal Utility 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 April 10, 2024 Board of Directors Meeting**
- 1.2 Treasurer’s Report for the Month Ended March 31, 2024**

ACTION ITEMS

- 2.1 Consideration of Adoption of Resolution No. 5-24-01 for Approval of Amendment No. 6 to Multi-Party Cost Share Agreement**

DISCUSSION ITEMS

- 3.1 Draft Fiscal Year 2024/2025 Budget Book**

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 April 2024 Engagement Activities with Reclamation

4.3 General Counsel

4.4 Committee Meeting Summaries

ADJOURNMENT

2024 AUTHORITY MEETING DATES

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

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)

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)

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)

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 APRIL 10, 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 April 10, 2024 Board of Directors meeting.

DISCUSSION:

The Clerk, General Counsel and Executive Director have prepared the attached draft minutes from the April 10, 2024 Board of Directors meeting.

ALTERNATIVES:

Any suggested revisions to the draft April 10, 2024 Board meeting minutes will be considered.

FISCAL ANALYSIS:

Not applicable.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- Draft minutes from April 10, 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
April 10, 2024 – 9:30 a.m.

Chair Angela Ramirez Holmes called the meeting to order at 9:31 a.m.

PLEDGE OF ALLEGIANCE – led by Chair Angela Ramirez Holmes

Chair Ramirez Holmes welcomed Director John Varela of Santa Clara Valley Water District and Alternate Director Ken Swanson of Grassland Water District as new members to the Board and new Director Ricardo Ortega, who formerly served as Alternate Director for Grassland Water District.

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

John Varela, Director, Santa Clara Valley Water District

ALTERNATE DIRECTORS

Jonathan Wunderlich, Alternate Director, Alameda County Water

District Patt Young, Alternate Director, Contra Costa Water District

*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 Herrera

ABSENT

Dennis Herrera, Director, San Francisco Public Utilities Commission

Doug Linney, Alternate Director, East Bay Municipal Utility District

Ken Swanson, Alternate Director, Grassland Water 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

Jessica Alwan, Hallmark Group

Maddy Benner, Hallmark Group

Jacqueline Harris, Hallmark Group (via Zoom)

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.

CONSENT CALENDAR

The Consent Calendar consisted of the following items:

1.1 Approval of Minutes from March 13, 2024 Board of Directors Meeting

1.2 Treasurer’s Report Month Ended February 29, 2024

Chair Ramirez Holmes called for public comments in the room, on Zoom and from the Board. None were received.

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

AYES: Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Antonio Martinez, Director, Contra Costa Water District
Michael Tognolini, Director, East Bay Municipal Utility District
Ricardo Ortega, Director, Grassland Water District
John Varela, Director, Santa Clara Valley Water District
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission

Angela Ramirez Holmes, Chair, Zone 7 Water Agency
NOES: None
ABSENT: None
ABSTAIN: Paul Sethy, Treasurer, Alameda County Water District (but noted his approval of the Treasurer's Report)

The motion passed with a 7-0 vote, with Treasurer Sethy abstaining.

ACTION ITEMS

2.1 Appointment of Authority Secretary

Chair Angela Ramirez Holmes advised that 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's departure from the Board. Chair Ramirez Holmes nominated Director Ricardo Ortega of Grassland Water District, to fill the vacancy as Secretary. Director Ortega accepted that nomination and no other nominations were made.

Chair Ramirez Holmes called for public comments in the room, on Zoom and from the Board. None were received.

Ricardo Ortega, Grassland Water District, was appointed as the Authority's Secretary, by the following roll call vote:

AYES: 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
John Varela, Director, Santa Clara Valley Water District
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
Angela Ramirez Holmes, Chair, Zone 7 Water Agency
NOES: None
ABSENT: None
ABSTAIN: None

The motion passed with an 8-0 vote.

2.2 Consideration and Possible Adoption of Resolution No. 4-24-01 In Appreciation of Service of Maureen Martin

Executive Director Taryn Ravazzini noted that Maureen Martin, Ph.D, 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. Dr. Martin was also instrumental in interactions with various state and federal agencies in moving the Project forward. Dr. Martin's last day of employment at CCWD was on April 5 and the proposed resolution recognizes her many years of dedication to the Project and assistance to the Authority. Executive Director Ravazzini then read the proposed resolution to

the meeting.

Dr. Martin expressed her gratitude to all members of the Board and for their efforts in working with her on the Project and with the Authority. Chair Ramirez Holmes then called for Directors' comments.

Secretary Ortega presented Dr. Martin with a hand-carved wooden duck that was carved by a master carver on behalf of Grassland Water District in recognition of her many contributions and accomplishments. Alternate Director Ritchie thanked her very much for her insight, for her measured way of thinking and for her spirit of cooperation. Director Martinez expressed his gratitude and wished her the best. Vice Chair Hansen thanked Dr. Martin for all of her contributions. Treasurer Sethy expressed his appreciation for all of her insight and thanked her for her service. Chair Ramirez Holmes stated it has been an honor working with her and that she will miss her brilliance and unmatched knowledge of the Project.

Chair Ramirez Holmes called for public comments in the room, on Zoom and from the Board. None were received.

Upon motion by Alternate Director Ritchie, seconded by Vice Chair Hansen, Resolution No. 4-24-01 was adopted by the following roll call vote:

AYES: Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Ricardo Ortega, Secretary, Grassland Water District
Paul Sethy, Treasurer, Alameda County Water District
Antonio Martinez, Director, Contra Costa Water District
Michael Tognolini, Director, East Bay Municipal Utility District
John Varela, Director, Santa Clara Valley Water District
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
Angela Ramirez Holmes, Chair, Zone 7 Water Agency

NOES: None

ABSENT: None

ABSTAIN: None

The motion passed with an 8-0 vote.

2.3 Consideration and Possible Adoption of Resolution No. 4-24-02 In Appreciation of Service of former Authority Secretary Ellen Wehr

Chair Ramirez Holmes noted it has been the Authority's practice to recognize departing Board members who have served the Authority from its inception.

Executive Director Ravazzini reviewed former Director and Secretary Ellen Wehr's accomplishments and then read the proposed resolution recognizing her service.

Chair Ramirez Holmes called for public comments in the room, on Zoom and from the Board. None were received.

Upon motion by Director Martinez, seconded by Vice Chair Hansen, Resolution No. 4-24-

02 was adopted by the following roll call vote:

AYES: Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Ricardo Ortega, Secretary, Grassland Water District
Paul Sethy, Treasurer, Alameda County Water District
Antonio Martinez, Director, Contra Costa Water District
Michael Tognolini, Director, East Bay Municipal Utility District
John Varela, Director, Santa Clara Valley Water District

Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
Angela Ramirez Holmes, Chair, Zone 7 Water Agency

NOES: None
ABSENT: None
ABSTAIN: None

The motion passed with an 8-0 vote.

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

Executive Director Ravazzini reviewed the staff report for this item and gave the background regarding a recent Legislative Analyst’s Office report that highlighted that \$500 million in funding for Water Storage Investment Program (WSIP) projects, including the Project, proposed for the 2025-2026 budget year could be eliminated.

Executive Director Ravazzini stated 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. Treasurer Sethy stated he supports preparing the letter and sending it in. Chair Ramirez Holmes clarified that the budget allocation funding is in addition to the voter-approved Proposition 1 funding.

Chair Ramirez Holmes called for public comments in the room, on Zoom and from the Board. None were received.

Upon motion by Treasurer Sethy, seconded by Secretary Ortega, Resolution No. 4-24-03 was adopted by the following roll call vote:

AYES: Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Ricardo Ortega, Secretary, Grassland Water District
Paul Sethy, Treasurer, Alameda County Water District
Antonio Martinez, Director, Contra Costa Water District
Michael Tognolini, Director, East Bay Municipal Utility District
John Varela, Director, Santa Clara Valley Water District
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
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 Multiparty Agreement Amendment #6 Update

General Counsel James Ciampa reviewed the background of draft Amendment No. 6 to the Multi-Party Cost Share Agreement. He clarified the version of the amendment in the meeting materials was the initial draft of the amendment, along with notes in yellow highlighting regarding various changes made from Amendment No. 5. General Counsel Ciampa stated the Members have provided comments and a revised draft Amendment No. 6 was distributed last Friday, April 5, after the Board meeting packet was distributed. Those changes were non-substantive and clarifying in nature. The proposed Amendment No. 6 will, among other things, extend the term of the Cost Share Agreement through June 30, 2025, memorialize the transfer of \$1,555,000 in contingency moneys from Contra Costa Water District to the Authority and update the Scope of Work and other exhibits to the amendment.

General Counsel Ciampa stated the final version of Amendment No. 6 will be presented to the Board for approval at the May 3 Board meeting. A redlined version of the amendment will be provided to show the final changes. Mr. Ciampa stated CCWD may be approving Amendment No. 6 at its May 1 Board of Directors' meeting, but Kyle Ochendusko, CCWD's Assistant General Manager, clarified the exact date for CCWD's Board's consideration and possible approval had not been set.

Vice Chair Hansen questioned the different presentation of the contingency amounts on Exhibits B-6 and C-6. Maureen Martin advised that each exhibit presented the contingency amounts in a different manner and format and the contingency amounts are included in each of the various line items on Exhibit B-6.

Chair Ramirez Holmes called for public comments in the room, on Zoom and from the Board. None were received.

3.2 Program Management Update

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

Executive Director Ravazzini reviewed the Authority's recent accomplishments. She stated CCWD recently provided an updated construction schedule that Chuck Gardner will review in his report.

Program Manager Gardner then reviewed Authority contract authorizations, budget, schedule, cash flow and status of agreements. On the contract authorizations, he noted Clean Energy Capital is now on budget and Hallmark Group should be on budget by next month's report. He also noted the J Comm agreement expired in January although its services have been put on hold. That

agreement will be extended so the video services can be provided when needed.

On the budget, Mr. Gardner noted the Authority is currently \$4.6 million under budget and the cash flow has improved by \$200,000 from last month, with over \$1.8 million anticipated to be available at the end of the current fiscal year. Mr. Gardner then reviewed the revised construction schedule. He noted the schedule reflects changes resulting from delays in completing the partner agreements, implementation of the Capital Preservation Strategy, resulting delays in CWC funding that impacts the ability to proceed with various pre-construction activities (such as land acquisition for the Transfer-Bethany Pipeline), new project components relating to the CCWD Backstop requirements and the fact the Transfer-Bethany Pipeline right-of-way process will take longer to complete than originally anticipated. Those factors have resulted in delays of one year for the Pumping Plant 1 replacement, 3.25 years for the Transfer-Bethany Pipeline and 1.75 years for the Los Vaqueros Dam expansion.

Mr. Gardner then reviewed the status of the various Project agreements. He noted a potential new requirement is that the California Department of Fish and Wildlife has requested all Authority agreements with the U.S. Bureau of Reclamation be finalized prior to the completion of the Contract for Administration of Public Benefits. That is potentially problematic because it is unknown how long it will take to finalize the Bureau of Reclamation agreements. The Project agreements are proceeding and discussions with CCWD are occurring regarding various issues concerning the Design and Construction and Facilities Usage Agreements. One item that had been considered was to have the Authority undertake work for the design and/or construction of the Transfer-Bethany Pipeline, but further discussions have revealed the Members do not desire that approach.

Several directors then had questions and comments for Mr. Gardner. Director Tognolini stated the critical path should be shown on future schedules. Mr. Gardner advised that a cleaner presentation of the schedule will be made at the next meeting. Alternate Director Ritchie noted that most of the Authority's Members are members of Northern California Urban Water Agencies, who will be meeting with the Governor's Strike Team and the issue with CDFW's request relating to the Bureau of Reclamation agreements will be brought to the Strike Team's attention, although CDFW is not included in the Strike Team. Director Martinez asked about timing on the Member's business cases analyses. Mr. Gardner advised the timing varies depending on the agency and that some data gaps have been identified and are being worked on. Mr. Gardner noted the CCWD Facilities Usage Agreement is a key component to those business cases. Chair Ramirez Holmes asked who is on the capacity and allocation work group. Executive Director Ravazzini advised that work group is made up of key technical staff and some attorneys from each Member Agency and that work group is led by Ibrahim Khadam.

Treasurer Sethy inquired who is to pay for the Backstop Plan improvements. Mr. Gardner replied that has not been definitively determined and that CCWD has stated those improvements should be Project costs the Members would pay because those improvements would not be necessary but for the Project. Mr. Gardner stated CCWD will derive some benefits from the improvements so further discussions will take place on that issue.

Vice Chair Hansen asked about CDFW's concern regarding the Bureau of Reclamation

agreements. Executive Director Ravazzini replied that CDFW wants to know how the water will be moved via Project facilities.

FUTURE AGENDA ITEMS

None.

REPORTS

4.1 Directors

Chair Ramirez Holmes thanked Secretary Wehr and Director Eisenberg for their past involvement with the Authority. She noted recent departures have created vacancies on several committees and she will be making some new committee assignments in May. She also advised that she will be leaving the Zone 7 Board in early May and thus will also be leaving the Authority's Board. Alternate Director Ritchie thanked Chair Ramirez Holmes for her service and wished her good luck. Directors Martinez, Tognolini and Ortega thanked Chair Ramirez Holmes for her service and leadership. Vice Chair Hansen thanked Chair Ramirez Holmes for her service to the Board, that she greatly enjoyed working with her and added that she will try to live up to the high standards Chair Ramirez Holmes has set. A public comment was made by Maureen Martin, who thanked Chair Ramirez Holmes for doing an amazing job as chair of the Authority.

4.2 Executive Director

4.2.1 Federal Relations Report

4.2.2 March 2024 Engagement Activities with Reclamation

In addition to the written report in the Board packet, Executive Director Ravazzini reported she spoke at the California Municipal Utilities Association conference in Monterey earlier in the week on the future of water in California. She also reported on a meeting that occurred with the California Water Commission, CDFW and the Department of Water Resources on the interplay of the CWC Funding Agreement and the respective Contracts for the Administration of Public Benefits. The state agencies are in the process of reviewing several issues that were raised in that meeting.

Garret Durst of Natural Resource Results then addressed the Board on Fiscal Year 2025 federal budget appropriations items that are ongoing in Washington, D.C. He stated California Representatives LaMalfa and Thompson have written a letter seeking \$134 million to be appropriated for the WIIN Act. That is not a project-specific request and thus is likely to garner support from representatives of other states, such as Idaho and Washington.

4.3 General Counsel

General Counsel James Ciampa thanked the Directors for sending in their Form 700's. He also thanked Chair Ramirez Holmes for her leadership of the Authority. In connection with "Closed Session" participation, he advised that the participants will be the Directors and Alternate Directors participating on behalf of absent Directors, so Alternate Director Ritchie will participate in place of absent Director Herrera.

4.4 Committee Meeting Summaries

There were no Authority Committee meetings convened in March 2024 due to cancellations.

PUBLIC COMMENTS ON CLOSED SESSION

None.

CLOSED SESSION (convened at 11:14 a.m.)

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

RECONVENE IN OPEN SESSION (reconvened at 11:58 a.m.)

REPORT OF ACTION, IF ANY, TAKEN IN CLOSED SESSION

Chair Ramirez Holmes announced the Board met in closed session and conducted the Executive Director’s performance evaluation. Chair Ramirez Holmes noted the Executive Director’s performance has exceeded expectations and goals for the coming year were provided to the Executive Director.

ADJOURNMENT

The meeting was adjourned at 11:59 a.m.

Angela Ramirez Holmes, Chair

ATTEST:

Ricardo Ortega, Secretary

ITEM 1.2: TREASURER’S REPORT FOR THE MONTH ENDED MARCH 31, 2024

RESPONSIBLE/LEAD STAFF MEMBER:

Jacqueline Harris, Program Controls Manager

DISCUSSION:

Staff has prepared the Treasurer’s Report for the Month Ended March 31, 2024. The draft report was reviewed by the Finance Committee at the April 25, 2024 meeting.

ALTERNATIVES:

For discussion purposes.

FISCAL ANALYSIS:

None.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- Treasurer’s Report for the Month Ended March 31, 2024.



TREASURER’S REPORT FOR ACTIVITY THROUGH MARCH 31, 2024

APRIL 25, 2024

UPCOMING ACTIVITIES

May 23, 2024 – Finance Committee Meeting via Zoom

June 27, 2024 – Finance Committee Meeting via Zoom

FINANCE COMMITTEE

Chair: Anthea Hansen, SLDMWA

Vice-Chair: Paul Sethy, ACWD

John Varela, SCVWD

Michael Tognolini, EBMUD

MEMBER AGENCIES

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

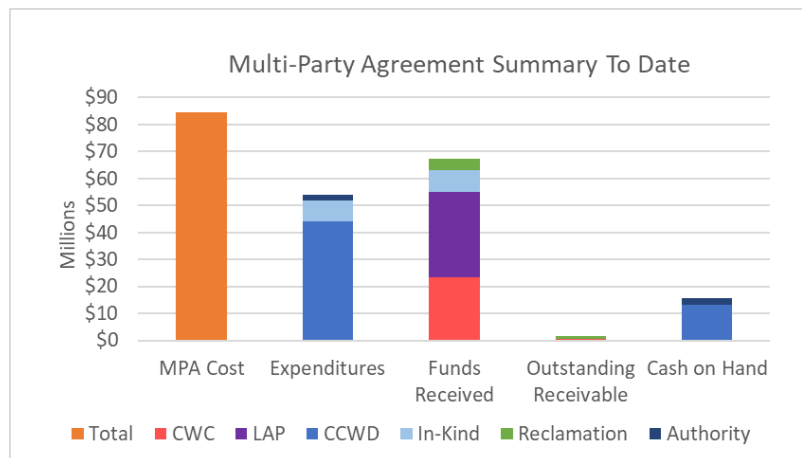
Zone 7 – Alameda County Flood Control and Water Conservation District

MULTI-PARTY AGREEMENT (MPA)

Amendment No. 6 to the Multi-Party Agreement (presented to the Board in draft form on April 10, 2024) includes provisions for (a) an extension of the term of the Agreement to June 30, 2025, and (b) an amendment of the cost and payment terms of the Agreement to provide for a transfer of unexpended contingency from CCWD to the Authority in the amount \$1.555 million to support contracts administered by the Authority in FY25.

MPA EXPENDITURES

The following chart provides an overview of the MPA expenditures through March 31, 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: \$44,012,405

Authority: \$1,997,725 (Consultants and Legal)

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

Total: \$53,860,498

Funds Received:

CWC: \$23,444,653

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

Member Agency: \$31,686,500 (Cash Contributions)

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

Total: \$67,472,824

Outstanding Receivables:

CWC: \$433,263 (Retention)

Reclamation: \$1,275,342

Total: \$1,708,605

Cash on Hand:

CCWD: \$13,348,793

Authority: \$2,438,348

Total: \$15,787,141

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:	\$433,263
Outstanding Invoices:	\$433,263

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 was 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 \$174M. 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: CONSIDERATION OF ADOPTION OF RESOLUTION NO. 5-24-01 FOR APPROVAL OF AMENDMENT NO. 6 TO MULTI-PARTY COST SHARE AGREEMENT

RESPONSIBLE/LEAD STAFF MEMBER:

James D. Ciampa, General Counsel

RECOMMENDATION:

That the Board of Directors adopt Resolution No. 5-24-01 to memorialize the Authority's approval of Amendment No. 6 to the Multi-Party Cost Share Agreement in the form presented to the Board.

DISCUSSION:

As discussed at the April 10 Board meeting, the Authority has worked with CCWD and the other Members to draft Amendment No. 6 to the Multi-Party Cost Share Agreement as a no-cost amendment to that agreement. Presented today for the Board's approval is the final version of Amendment No. 6, along with a redlined version that shows the changes made from the initial draft based on Members' comments.

Amendment No. 6 accomplishes the following: (1) extends the term of the Multi-Party Cost Share Agreement to June 30, 2025, (2) addresses the transfer of \$1,555,000 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).

If the Board approves Amendment No. 6 at this meeting, CCWD will proceed with its consideration and approval of the amendment at upcoming committee and Board of Directors' meetings. Following CCWD's approval, the amendment will be forwarded to the Members for their respective consideration and approval. Similar to Amendment No. 5, this amendment is drafted to become effective upon execution by CCWD and the Authority and will be retroactive to July 1, 2024 if Members sign the amendment after July 1.

ALTERNATIVES:

The Board of Directors could discuss proposed amendments to the draft Amendment No. 6 or could defer action on this item.

FISCAL ANALYSIS:

Amendment No. 6 will provide funding for the Authority for Fiscal Year 2025 operations.

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

- Clean and redlined versions of Amendment No. 6
- Resolution No. 5-24-01

**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 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; and

WHEREAS, the Parties wish to again amend the Agreement to: (1) further extend the term of the Agreement to the earlier of (i) the completion of the work contemplated therein, or (ii) June 30, 2025; (2) revise the existing Scope of Work and Budget for the activities planned in Fiscal Year 2025-, which runs from July 1, 2024 to June 30, 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. 6, 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, the following Purpose w) shall be included in Section 1 of the Agreement as amended:

- w) Fund work pursuant to the Agreement as amended, consistent with the adopted Fiscal Year 2025 JPA 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.

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, along with new Exhibit C-6, 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, the following terms d)(xii) and d)(xiii) shall be included in Section 3 of the Agreement as amended:

d)(xii) By electronic transfer, CCWD will transfer \$1,555,000 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 by this date 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.

4. Section 5 (Term)

Section 5 of the Agreement 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 and the other JPA members. 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 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

The Early Funding Agreement executed by CCWD and the California Water Commission (CWC), terminated on December 31, 2023 and the available funds were fully expended. CCWD will continue to assist developing progress reports for the CWC as needed.

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.

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 are referenced in Task 2.7.

Deliverables:

- Continued funding through Multi-Party Cost Share Agreement amendments
- WIFIA Loan Application
- JPA Website hosting and maintenance
- Public information materials

Task 2 Environmental Planning

Task 2.1 Modeling

CCWD will 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 refine the model to track terms and requirements of various water rights and permits and 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 includes: 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.

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 SFPUC in its efforts to secure a new source of water that it might 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 planning required ahead of 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 and DWR for the tie-in of the Transfer-Bethany Pipeline to the California Aqueduct; a Backstop Water Service Agreement between CCWD and EBMUD (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 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 and DWR for the tie-in of the Transfer-Bethany Pipeline to the California Aqueduct (in progress)
- MOU between CCWD and EBMUD for Backstop Water Agreement study (completed)
- Backstop Water Service Agreement between CCWD and EBMUD (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 evaluate the funding capabilities of the JPA and associated contractual requirements for 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)
- Agreement with WAPA (on hold)

(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. 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)

- Dam Dewatering Plan (in progress)
- 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)
- LV Cost Estimate/Schedule (DSOD Submittal) (completed)

(3.3.3) Transfer-Bethany Pipeline

CCWD will continue refining the pipeline alignment through coordination with local resource and transportation agencies. 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. CCWD will prepare an updated geotechnical work plan and initial assessment of land acquisition needs.

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 design of the pipeline 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.

Deliverables:

- Alignment Adjustment Evaluations Tech Memo (completed)
- 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

(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

	Amount
Net Costs for term covered by Amendment No. 6 to Multi-party Agreement (July 2024 – June 2025)	
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.

**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; ~~and-~~

WHEREAS, the Parties wish to again amend the Agreement to: (1) further extend the term of the Agreement ~~to the earlier of (i) the completion of the work contemplated therein, or (ii) June 30, 2025 as provided for herein;~~ (2) ~~replace-revise the existing~~ the existing Scope of Work and Budget for the activities planned in ~~fiscal year Fiscal Year 20254-2025;~~ Fiscal Year 2024-2025, which runs from July 1, 2024 to June 30, 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~~ Amendment No. 6, 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 Section 1 of the Agreement as amended:

- w) Fund work pursuant to the Agreement as amended, consistent with the adopted Fiscal Year 2024-2025 JPA 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.

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, along with new Exhibit C-6, 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~~ in Section 3 of the Agreement as amended:

d)(xii) By electronic transfer, CCWD will transfer \$1,5550,000 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 by this date 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.

4. Section 5 (Term)

Section 5 of the Agreement 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-~~and the other JPA members~~. 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~~ on December 31, 2023 and the available funds were as fully expended. CCWD will continue to assist developing progress reports for the CWC as needed.

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.

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 are referenced in Task 2.7. 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 agreement with CCWD and EBMUD, facilities usage agreements with CCWD and EBMUD, and operations and maintenance agreements agreement 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 Agreement 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 refine the model to track terms and requirements of various water rights and permits and 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 ~~includes~~~~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.

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 ~~SFPUC~~~~SFPUC in its efforts~~ to secure a new source of water ~~to that it might~~ 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~~ 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 and DWR for the tie-in of the Transfer-Bethany Pipeline to the California Aqueduct; a Backstop Water Service Agreement

between 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 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 evaluate 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)
- Agreement with WAPA (on hold)

(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. 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)
- Dam Dewatering Plan (in progress)
- 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)
- LV Cost Estimate/Schedule (DSOD Submittal) (completed)

(3.3.3) Transfer-Bethany Pipeline

CCWD will continue refining the pipeline alignment through coordination with local resource and transportation agencies . 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. CCWD will prepare an updated geotechnical work plan and initial assessment of land acquisition needs.

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 design of the pipeline 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 Pprepare 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)
- 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

	Amount
Net Costs for term covered by Amendment No. 6 to Multi-party Agreement (July 2024 – June 2025)	
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.

RESOLUTION NO. 5-24-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS VAQUEROS
RESERVOIR JOINT POWERS AUTHORITY
APPROVING AMENDMENT NO. 6 TO MULTI-PARTY COST SHARE AGREEMENT**

WHEREAS, the Los Vaqueros Reservoir Joint Powers Authority (“Authority”) receives funding from its Members through the Multi-Party Cost Share Agreement (“Agreement”) entered into by the Members, as amended by Amendment Nos. 1 through 5; and

WHEREAS, the current amendment to the Agreement, Amendment No. 5, will expire on June 30, 2024; and

WHEREAS, it is necessary to implement a further amendment to the Agreement, proposed Amendment No. 6, in order to, among other things: (1) extend the term of the Agreement to June 30, 2025, (2) address the transfer of \$1,555,000 in contingency monies from Contra Costa Water District (“CCWD”) to the Authority, (3) state CCWD will provide \$294,000 of in-kind services during Fiscal Year 2025, (4) reflect the close-out of the Interim Funding Agreement, which terminated on December 31, 2023, (5) updates the stated purposes of the Agreement, and (6) update the Scope of Work (see Exhibit A-6), Budget and Cost Share (see Exhibit B-6) and Project Budget (see Exhibit C-6); and

WHEREAS, Amendment No. 6 has been developed by Authority staff and CCWD with input from other Authority Members and does not involve contribution of any additional funds from the Members,

NOW, THEREFORE, the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority hereby approves Amendment No. 6 to the Multi-Party Cost Share Agreement, and directs the Authority’s Executive Director to sign that amendment on the Authority’s behalf and forward the executed amendment to CCWD for its consideration and approval.

PASSED AND ADOPTED by the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority this 3rd day of May, 2024 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Angela Ramirez Holmes, Chair

Attest:

Ricardo Ortega, Secretary

DISCUSSION ITEMS

ITEM 3.1: DRAFT FISCAL YEAR 2024/2025 BUDGET BOOK

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

Not applicable.

DISCUSSION:

The Los Vaqueros Reservoir Joint Exercise of Powers Agreement (JPA Agreement) requires that the Board of Directors adopt a budget prior to the start of each Fiscal Year. A Budget Overview for the fiscal year 2024-2025 (FY25) was provided to the Finance Committee at the January 2024 meeting and to the Board of Directors at the March 13, 2024 meeting. Staff has continued to coordinate with Contra Costa Water District in developing the Authority's FY25 Budget and the draft FY25 Budget Book was presented to the Finance Committee Staff at the April 25, 2025 meeting. Jacqueline Harris, Program Controls Manager, will present the draft FY25 Budget Book to the Board at this stage of development including sources and uses of funds totaling \$11,773,000. It is anticipated that final approval will be requested of the Board at the June 2024 meeting.

ALTERNATIVES:

For discussion purposes.

FISCAL ANALYSIS:

Not applicable.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- Draft FY25 Budget Book

Los Vaqueros Reservoir Joint Powers Authority



FY25 Draft Budget

July 1, 2024 – June 30, 2025

BOARD OF DIRECTORS

May 3, 2024



Background Information

The Los Vaqueros Reservoir Joint Powers Authority (Authority) was formed in October 2021 to provide governance of the Phase 2 Los Vaqueros Reservoir Expansion Project (Project). The eight agencies which make up the Authority include: Alameda County Water District, Contra Costa Water District (CCWD), East Bay Municipal Utility District (EBMUD), Grassland Water District, San Francisco Public Utilities Commission, San Luis & Delta-Mendota Water Authority, Santa Clara Valley Water District, and Zone 7 Water Agency. The main purposes of the Authority are to ensure sufficient stable funding for the Project, including local cost shares, and to ensure that costs are reasonable, and that cost allocations are equitable and transparent.

THE PROJECT

The Project will enhance Bay Area and Central Valley water supply reliability, develop water supplies for wildlife refuges, and improve water quality while protecting Delta fisheries and providing additional Delta ecosystem benefits. Figure 1 shows a map of the Project location and benefits. When completed, it will increase the Los Vaqueros Reservoir's capacity from 160,000 acre-feet to 275,000 acre-feet and add new and modified conveyance facilities to provide environmental, water supply reliability, operational flexibility, water quality, and recreational benefits. Figure 2 shows a schematic of existing, modified, and new facilities that comprise the Project.

PROJECT ADMINISTRATION

In FY24, the Authority assumed the administrative and financial management responsibilities for the Project from CCWD. CCWD will continue to provide technical services to the Authority as required and specified in Amendment Nos. 5 and 6 to the Multiparty Agreement. The Authority demonstrated significant progress in FY24, highlighted by independent staffing for Project oversight. The Authority has built a strong team to manage Authority operations through the selection and procurement of a program manager, accounting services, appointment of an independent auditor, banking, and bond counsel. The Authority's commitment to transparency and public engagement is demonstrated by regular reporting to the

Board of Directors, as well as the Finance, Communications and Outreach, and Operations and Engineering Committees. The executive director and leadership team provide Project status updates to member agency boards and committees, state and federal partners, non-government organizations, and community groups to ensure a broad understanding and awareness of the Project and its regional benefits.

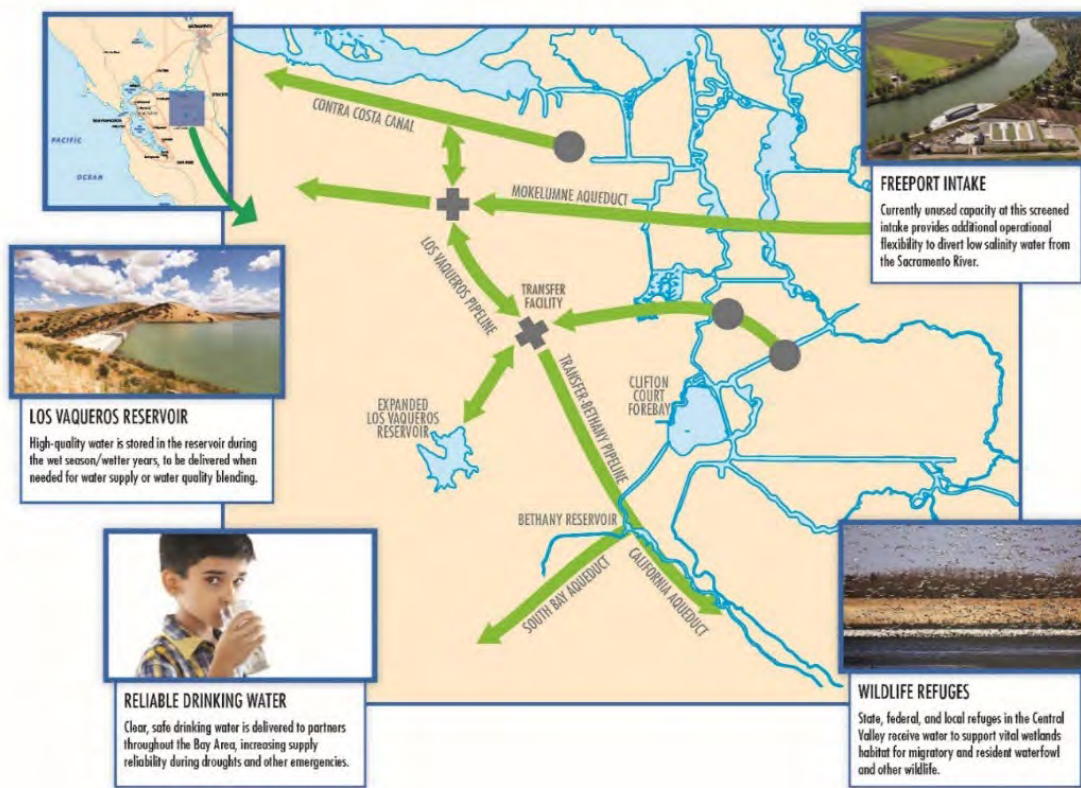


Figure 1 – Location of Phase 2 Los Vaqueros Reservoir Expansion Project and Benefits

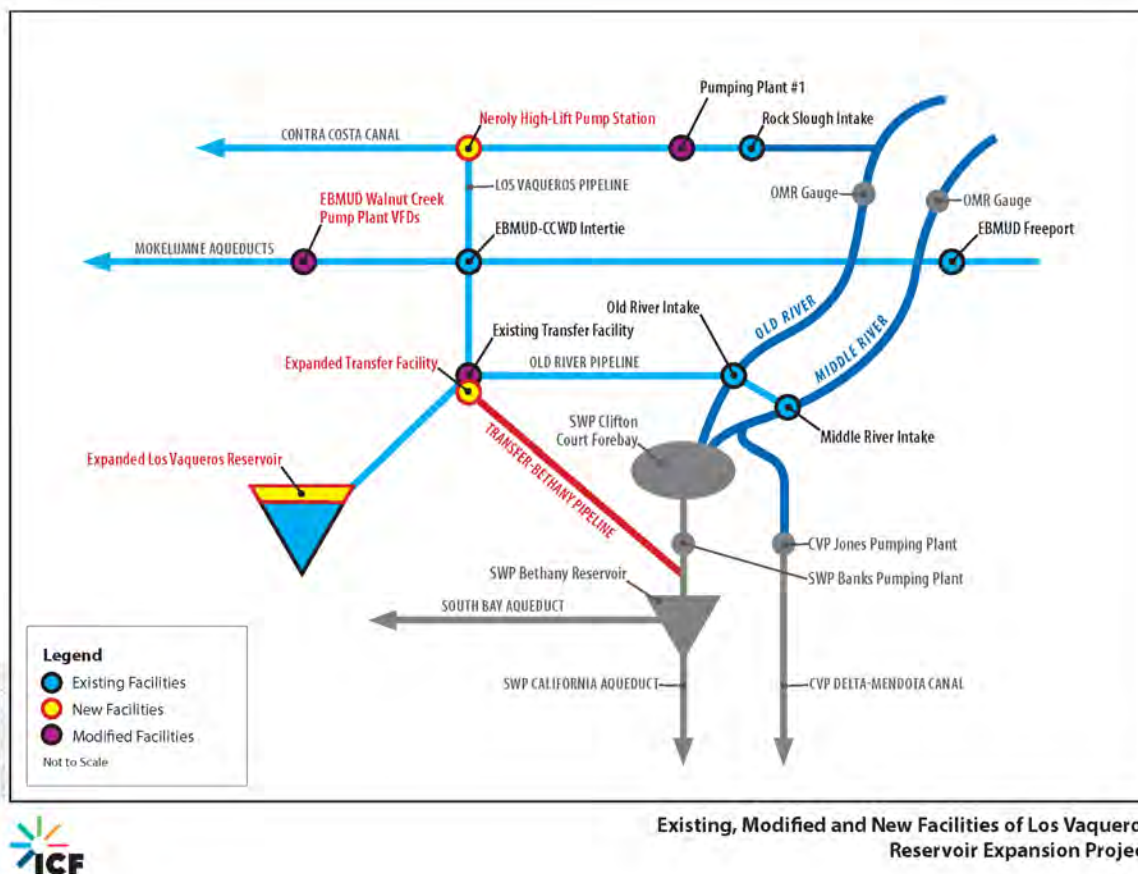


Figure 2 – Schematic of Phase 2 Los Vaqueros Reservoir Expansion Project Facilities

Activities currently underway include permitting, facilities design, and agreement development, while also pursuing additional funding for the Project. The Project has been conditionally awarded approximately \$477 million of Proposition 1 funds from the California Water Commission (CWC) and received a total of \$174 million in federal appropriations to date. The remainder of the Project costs will be covered by additional federal funding, member agency contributions, and financing. Construction is estimated to begin as early as calendar year 2026, pending necessary reviews, approvals, and funding, and is anticipated to continue through 2033. Additional information is available at losvaquerosjpa.com.

The Board Members, officers, contractors, and consultants to the Authority are summarized below.

Board Members

Alameda County Water District

Director

Paul Sethy, Treasurer

Alternate Director

Jonathan Wunderlich

Contra Costa Water District

Director

Antonio Martinez

Alternate Director

Patt Young

East Bay Municipal Utility District

Director

Mike Tognolini

Alternate Director

Doug Linney

Grassland Water District

Director

Ricardo Ortega, Secretary

Alternate Director

Ken Swanson

San Francisco Public Utilities

Commission

Director

Dennis Herrera

Alternate Director

Steve Ritchie

San Luis & Delta-Mendota Water

Authority

Director

Anthea Hansen, Vice Chair
(Del Puerto Water District)

Alternate Director

Jose Gutierrez
(Westlands Water District)

Valley Water

Director

John Varela

Alternate Director

Richard Santos

Zone 7 Water Agency

Director

Angela Ramirez Holmes, Chair

Alternate Director

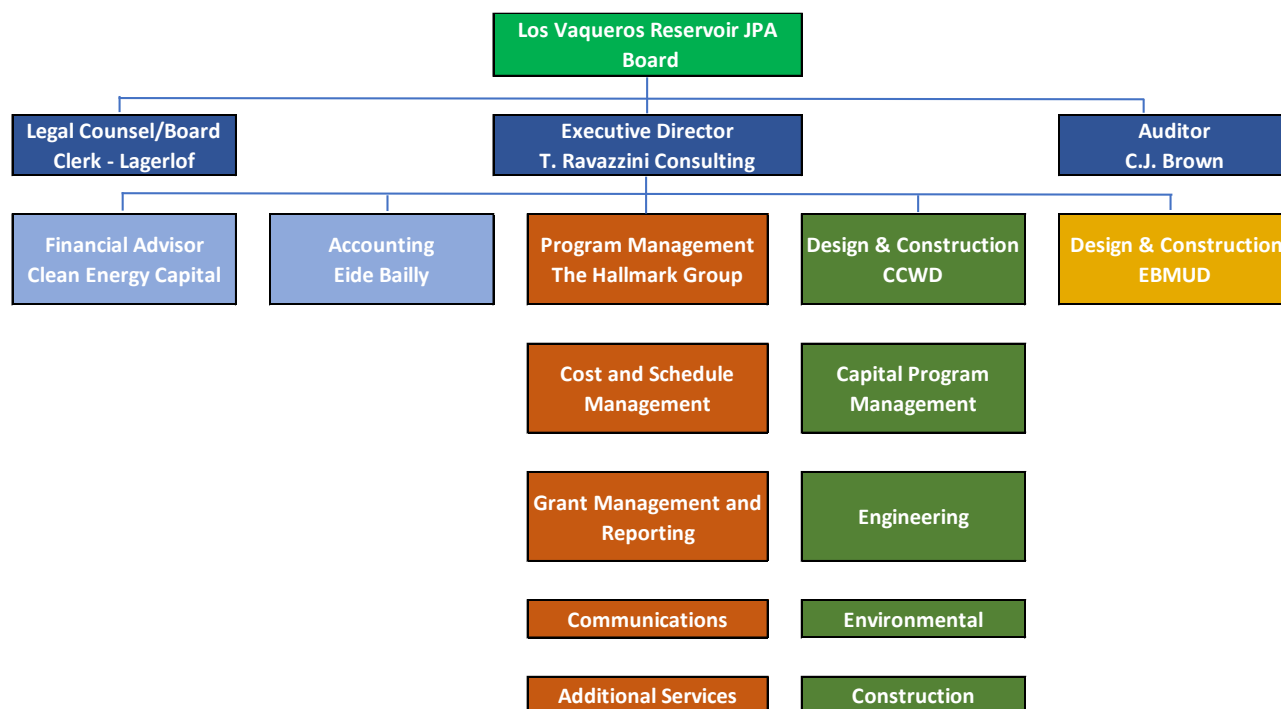
Sandy Figuers

Department of Water Resources (DWR)

Ex-Officio

DWR is anticipated to appoint a non-voting member, pursuant to Water Code Section 79759(b)).

Organizational Chart



Authority Administration

Taryn Ravazzini – Executive Director

Jim Ciampa – General Counsel

Rose Perea – Clerk to the Board

Accomplishments and Milestones

Key Accomplishments in FY24:

- Strengthened foundational governance structure of the Authority by adopting necessary fiscal and administrative policies and procedures
- Transitioned administrative and financial services to the Authority from CCWD
- Procured program management team, accounting firm, independent audit firm, and bond counsel
- Received \$10 million allocation in Bipartisan Infrastructure Law funding
- Developed and submitted Water Infrastructure Finance and Innovation Act (WIFIA) loan application to U.S. Environmental Protection Agency
- Acquired an indicative credit rating from Standard & Poor, positioning the Authority for financing
- Supported CCWD in its efforts to finalize permitting
- Updated Plan of Finance and Proforma model
- Established Ad Hoc Committees for CCWD Design and Construction Agreement and CCWD Facilities Use Agreement
- Developed models and tools to support member agency allocation methodology
- Established monthly leadership meetings with U.S. Bureau of Reclamation California-Great Basin Office to facilitate issue resolution around federal investment
- Developed and strengthened relationships with federal and state administration and legislative representatives in Washington DC and Sacramento
- Hosted public Project open house reception at 2023 ACWA Spring Conference
- Conducted monthly meetings of member agency general managers
- Convened regular monthly Authority Board meetings as well as Finance, Communications and Outreach, and Engineering and Operations Committee meetings

Anticipated Milestones in FY25:

- Complete permitting of the Project
- Complete dam design and obtain approval from the California Department of Water Resources Division of Safety of Dams
- Execute Project contracts and agreements, including:
 - Contract for Administration of Public Benefits
 - CCWD Design and Construction Agreement
 - CCWD and EBMUD Facility Usage Agreement
 - Authority and Member Agency Service Agreements
- CWC final funding award hearing
- WIFIA loan approval

Sources of Funds

Funding for the Project comes from a variety of sources and is managed by the Authority. Funding for FY25 will include Authority and CCWD carryover funding from FY24 and is estimated at \$11.773 million. This estimate excludes construction funding, which, when construction proceeds, will require a revision and supplement to this budget. Figure 3 shows the relative contribution of funding sources anticipated in FY25.

LOCAL FUNDING

Authority member agencies have been contributing funds to the Project since 2017 through a series of local cost share agreements. The Multiparty Cost Share Agreement was executed by the member agencies in 2019 and has been amended multiple times. Amendment No. 5 was executed in August 2023. Member agencies collectively contributed \$8.673 million in FY24.

FUNDING CARRYOVER FROM FY24

The Authority estimates that approximately \$1.803 million in unexpended FY24 member agency contributions collected by the Authority will be carried over to fund the FY25 budget.

Additionally, funding collected by CCWD in previous fiscal years from state, federal, and local sources remain unexpended to date. CCWD estimates \$9.970 million will be carried over to fund the FY25 budget, of which, \$1.555 million is expected to be transferred to the Authority in August 2024 as designated in the Multiparty Cost Share Agreement Amendment No. 6.

STATE FUNDING

The project was awarded State funding under the Water Storage Investment Program. An Early Funding Agreement with CWC provides for a 50% cost share of eligible project costs during pre-construction. This agreement is complete and was fully billed as of December 31, 2023, therefore, no state funding is expected in FY25. CCWD is continuing work on project completion reports and other close-out tasks required by the agreement.

FEDERAL FUNDING

\$174 million has been appropriated by Congress under both the Bipartisan Infrastructure Law and the Water Infrastructure Improvements for the Nation Act for construction of the Project. Funding for pre-construction activities was available in FY24. However, those funds will be fully expended by June 30, 2024, therefore, no additional federal funding for pre-construction is expected in FY25.

AUTHORITY DEBT FINANCE

The Authority applied for a WIFIA loan in FY24 for approximately \$675 million. If Project agreements are completed and the WIFIA application is accepted, it is anticipated that the loan could close in FY25. However, the FY25 budget assumes that WIFIA funds may not be available in FY25 due to the timing of the CWC funding.

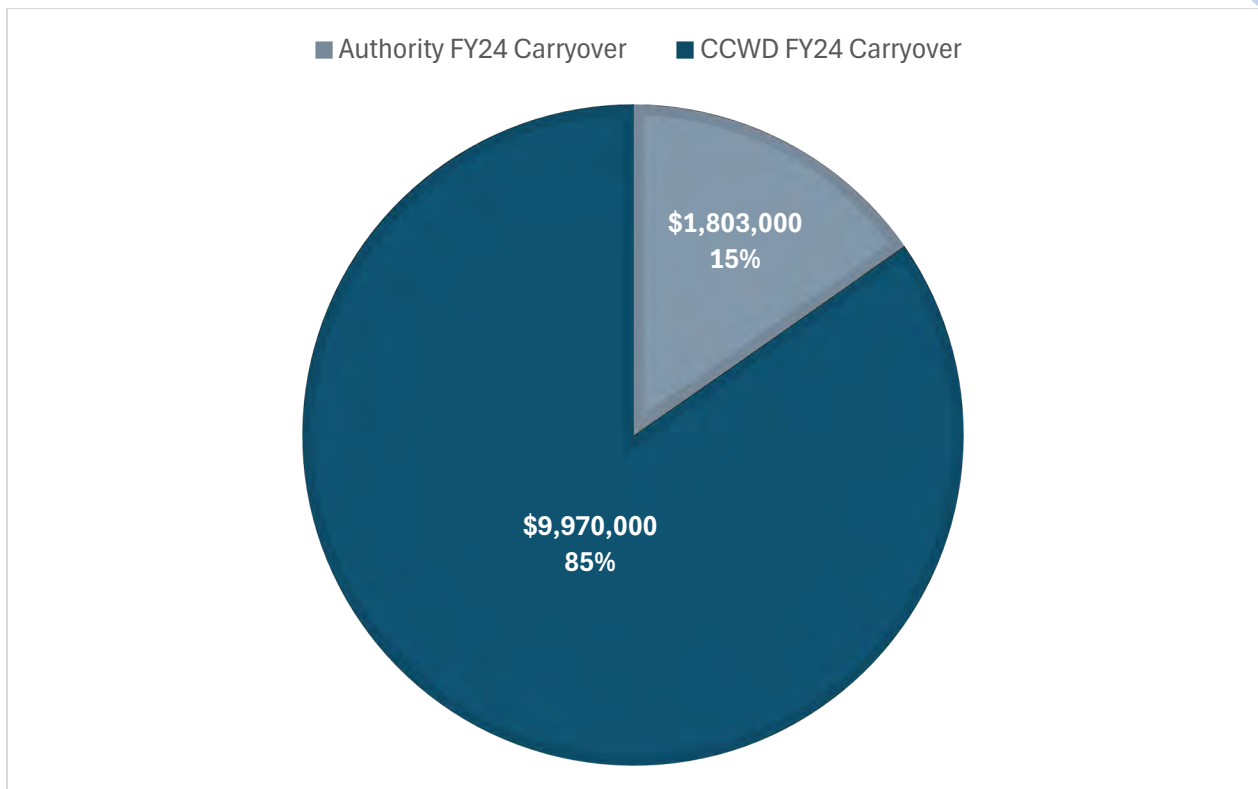


Figure 1 – FY25 Sources of Funds (values in dollars)

Use of Funds

Approximately \$11.773 million in expenditures are expected in FY25. The use of funds includes services procured by the Authority (Authority Services), services procured and managed by CCWD (CCWD Services), CCWD Labor, and contingency. Table 1 below shows a summary of the use of funds. Figure 4 below shows the anticipated use of funds apportionment for FY25.

AUTHORITY SERVICES

In FY25, the Authority will continue the existing services procured in FY24 and secure additional services as needed. Total FY25 expenditures for Authority Services are anticipated to be \$3.358 million including \$240,000 allocated to contingency. Expenditures for management services include the Executive Director and Program Management consultants. Expenditures for administration services include clerk to the board and expenses associated with in-person meetings.

Expenditures for financial services include financial advisor, WIFIA loan application fees, accounting, banking, and auditor. Expenditures for external affairs include federal government relations. Expenditures for legal services include general counsel, bond counsel, and other specialized counsel as needed to review service agreements and WIFIA loan agreements. Development and execution of the service agreements to finalize the allocation of Project benefits and costs to Authority members is also anticipated in FY25.

CCWD SERVICES AND LABOR

CCWD is responsible for the planning, permitting, design and construction of all facilities built and operated by CCWD as described in Exhibit B of the Authority's Joint Exercise of Powers Agreement. It is anticipated that \$5.315 million will be expended on CCWD Services in FY25 including \$483,000 allocated to contingency and excluding possible construction costs. CCWD has and will continue to hire consultants and staff to advance the Project consistent with CCWD's procurement and hiring processes. Permit applications have been submitted, and it is anticipated that all permits will be issued by the end of FY25. Design will continue to advance for the Dam Expansion, Pumping Plant No. 1 Replacement and Transfer-Bethany Pipeline in FY25. It is anticipated that dam design will be completed in FY25. CCWD will continue to use their legal counsel to review key permits and contracts held by CCWD (i.e., California Environmental Quality Act, permits, water rights, etc.).

The budget for CCWD Labor to manage services, conduct technical work, and advance the Project in FY25 is anticipated to be \$3.100 million. This budget includes \$1.200 million in costs directly attributable to the Project facilities and implementation costs estimated at \$1.900 million. Implementation costs are costs that are not directly allocable to a particular Project element because they apply to multiple or all elements and include staff and consultant Project management, legal services, environmental documentation and permitting, land acquisition to mitigate for operations, pursuit of water rights, and support to the Authority. CCWD estimates approximately 7.5 full-time equivalent positions assigned to the Project. CCWD employees direct bill hours to the Project and to the extent appropriate, bill time to specific facilities. Labor budgets by facility are estimates and actual expenditures will depend on time specifically billed to the facilities.

CONTINGENCY

Contingency totaling \$723,000 is included in the FY25 budget and consists of approximately 8 percent of Authority Services and approximately 10 percent CCWD Services. Contingency will be used to address changes to the Project while continuing to meet key milestones and could be applied to Authority Services, CCWD Services, or CCWD Labor.

CAPITAL PROJECT FUND RESERVE

The purpose of the Capital Project Fund Reserve is to provide sufficient working capital for authorized capital expenditures in the upcoming year. Given that construction is not anticipated in FY25, the Board may consider waiving compliance with this policy in FY25 and defer funding the reserves until FY26 when construction is anticipated.

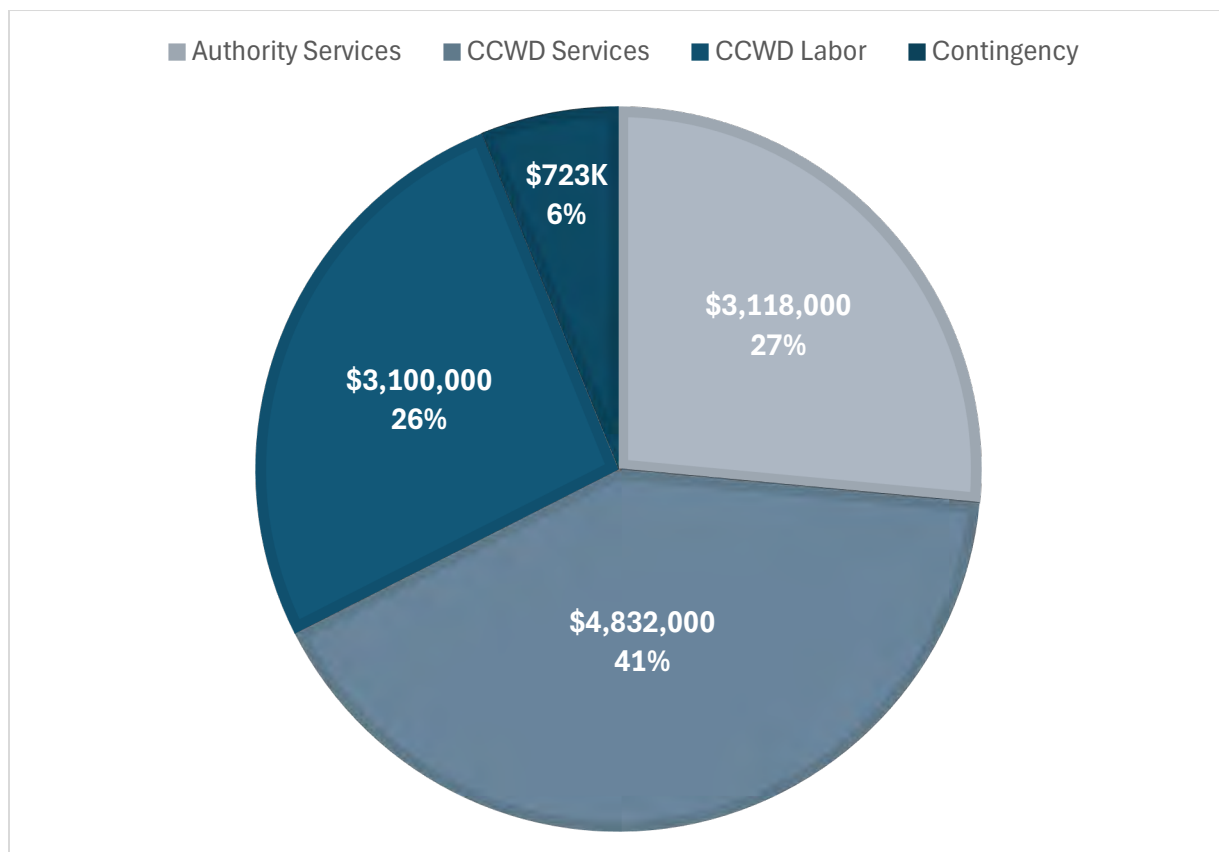


Figure 4 – FY25 Use of Funds (values in dollars)

Table 1 – FY25 Use of Funds (values in dollars)

	FY25
Authority Services	
Authority and Project Management	\$2,167,800
Administration and Insurance	\$116,200
Financial and Accounting	\$365,400
External Affairs/Agency Negotiation Support	\$124,800
Legal (General and Bond Counsel)	\$343,800
Contingency	\$240,000
<i>Authority Services Total</i>	\$3,358,000
CCWD Services	
Dam Expansion (AECOM)	\$91,000
Transfer Bethany Pipeline (Carollo)	\$1,272,700
Pumping Plant No. 1 (Brown & Caldwell)	\$91,000
Backstop Plan Development (Stantec)	\$91,000
Project Management (GEI) and PMIS System	\$1,090,800
Environmental Planning, Modeling, and Permitting	\$1,741,000
Legal	\$454,500
Contingency	483,000
<i>CCWD Services Total</i>	\$5,315,000
CCWD Labor	
Implementation (not facility specific as previously defined)	\$1,900,000
Dam Expansion	\$400,000
Transfer Bethany Pipeline	\$500,000
Pumping Plant No. 1	\$300,000
<i>CCWD Labor Total</i>	\$3,100,000
CCWD Services and Labor	\$8,415,000
Total	\$11,773,000



Los Vaqueros Reservoir Joint Powers Authority FY25 Preliminary Timeline of Major Activities

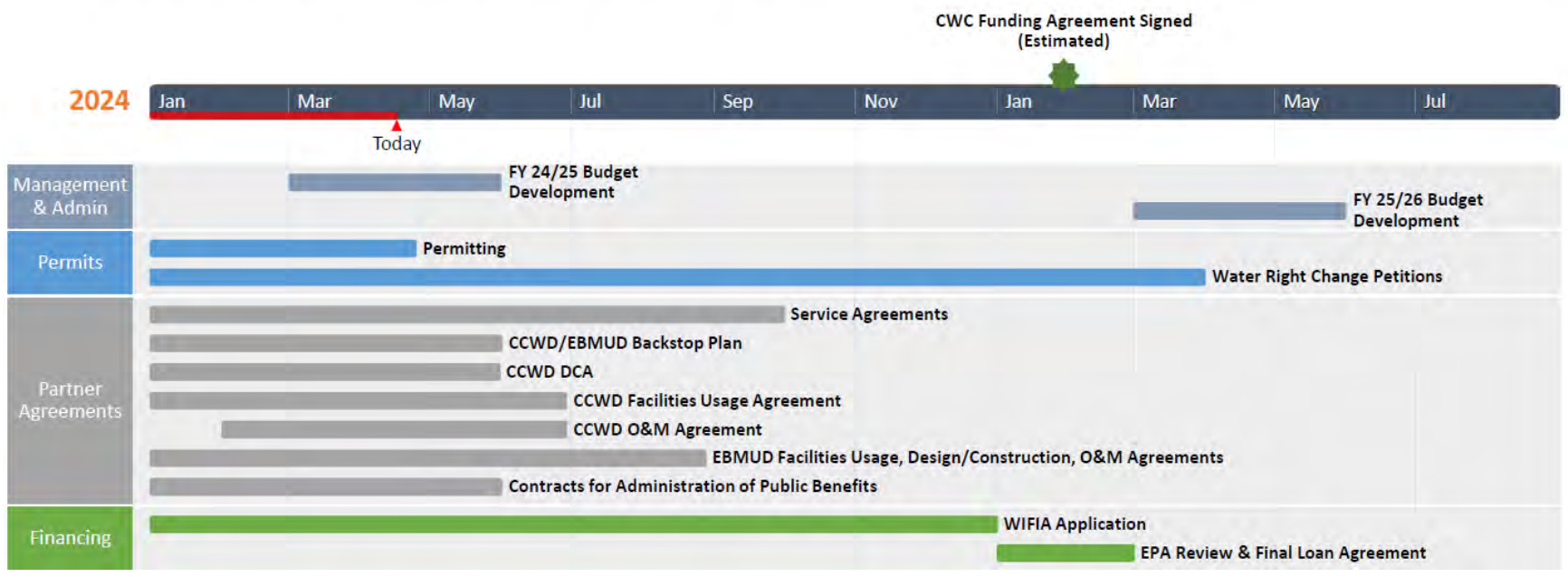


Figure 5 FY25 Preliminary Timeline of Major Activities (revisions anticipated prior to FY25 Budget Book final draft)

Capital Costs

The costs for development of the Project are currently identified as capital costs through FY25 and will be categorized as capital until the Project becomes operational. The development phase will continue through FY25 and construction is expected to begin in calendar year 2026. It is anticipated that the Project will be fully operational in FY33. Until such time as the Project becomes operational, all development, construction, and Authority administrative expenses will be considered capital expenditures. Table 2 below summarizes the capital budget for FY25.

Table 2 – FY25 Capital Budget (value in dollars)

	CCWD	Authority	FY25 Total
Services	\$4,832,000	\$3,118,000	\$7,950,000
Labor	\$3,100,000	\$0	\$3,100,000
Contingency	\$483,000	\$240,000	\$723,000
Total	\$8,415,000	\$3,358,000	\$11,773,000

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:

- May 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, colored in shades of blue and green.

LOS VAQUEROS RESERVOIR EXPANSION PROJECT

The background of the slide is a scenic landscape photograph. It shows a large, calm blue reservoir in the middle ground, surrounded by rolling green hills. In the distance, a line of white wind turbines is visible against a clear sky. The foreground shows a dirt road and some trees on a grassy slope.

LVE Program Management Update
May 3, 2024

Overview

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

April Accomplishments

- ✓ WIFIA Application Deemed Complete
- ✓ Pro Forma #6 Developed and Circulated for Comment
- ✓ Authority Schedule Update
- ✓ Completed Draft Budget Book
- ✓ Convened CCWD FUA Ad Hoc Committee

Authority Contract Authorizations

Los Vaqueros JPA

Active Contracts and Progress Billings - March 2024

Contractor/Consultant/Vendor	Primary Responsibility	Contract Term	Max. Contract Value/NTE	Billed Through March 2024	Remaining Contract Value	% Term Expired	% Billed
CalMutuals - JPRIMA ¹	JPA Insurance Policy	05/30/2023 - 04/01/2024	\$ 62,261	\$ 62,261	\$ -	100%	100%
Clean Energy Capital - CEC	Finance/Credit Support	08/25/2022 - 06/30/2024	\$ 1,090,515	\$ 929,895	\$ 160,620	86%	85%
Eide Bailly, LLP	Accounting Services	07/01/2023 - 06/30/2024	\$ 98,000	\$ 16,139	\$ 81,861	75%	16%
Hallmark Group	Project Management/Controls	05/22/2023 - 06/30/2024	\$ 1,501,440	\$ 1,010,775	\$ 490,665	78%	67%
J Comm, Inc. ²	Project Video/CWC Requirement	08/16/2023 - 01/31/2025	\$ 22,000	\$ 11,716	\$ 10,284	43%	53%
Lagerlof, LLP ³	Legal	07/01/2023 - 06/30/2024	\$ 300,000	\$ 152,391	\$ 147,609	75%	51%
Natural Resource Results, LLC	Federal Relations	05/16/2023 - 06/30/2024	\$ 212,500	\$ 147,500	\$ 65,000	78%	69%
Regional Government Services - RGS ⁴	Board Clerk/Administration	03/08/2023 - 06/30/2024	\$ 49,999	\$ 30,053	\$ 19,946	81%	60%
S&P Global Ratings	Rating Evaluation	12/19/2022 - [Open]	\$ 55,000	\$ 50,000	\$ 5,000	Open	91%
T. Ravazzini Consulting	Executive Director	09/14/2022 - 06/30/2025	\$ 1,270,220	\$ 653,441	\$ 616,779	55%	51%
C.J. Brown & Company CPAs	JPA Financial Audit	10/16/2023 - 06/30/2024	\$ 6,250	\$ 5,450	\$ 800	88%	87%
Stradling Yocca Carlson & Rauth ⁵	Bond Counsel	10/24/2023 - 06/30/2025	\$ 225,000	\$ 17,180	\$ 207,820	25%	8%

¹ Payment in full required on policy renewal date.

² Contract terms required \$10,000 payment due at signing. Contract term extended to January 31, 2025.

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

CEC Activities Overview

V6.0 Proforma Model Release

- Finalize draft proforma; quality assurance
- Develop changes log summarizing model changes from prior “WIFIA Application” version; review with JPA staff
- Release draft model and changes log to Members
- Prepare for and conduct proforma model workshop with Members
- Receive and respond to approximately 15 questions from Members, developing a Q&A matrix
- Interface with the EPA to clarify certain questions raised by Members
- Revise Proforma v6.0 to reflect Member comments; quality assurance
- Release updated model and Q&A matrix to Members

CEC Activities Overview

Above-Average March Billing

- Activities were concentrated in March 2024, resulting in above-average billing for that month. These model release activities are non-recurring in FY2024.

Additional Services

- Support development of capital preservation strategy as it relates to financial services
- Attend Board meetings, Committee meetings, GM meetings
- Develop plan of finance updates in response to Member questions, review internally with JPA team, and share with Plan of Finance Subgroup members
- Respond to comments and questions from Members regarding the JPA's plan of finance

Authority Budget Report

Month Ended March 31, 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	\$ 1,279,500	\$ 1,244,981		\$ 1,244,981	\$ (34,519)
Administration	\$ 250,000	\$ 187,500	\$ 20,364		\$ 20,364	\$ (167,136)
Financial	\$ 720,000	\$ 540,000	\$ 341,033		\$ 341,033	\$ (198,967)
External Affairs/Agency Support	\$ 470,000	\$ 352,500	\$ 136,716		\$ 136,716	\$ (215,784)
Legal	\$ 505,000	\$ 378,750	\$ 169,601		\$ 169,601	\$ (209,149)
Total JPA Services	\$ 3,651,000	\$ 2,738,250	1,912,695		\$ 1,912,695	\$ (825,555)
CCWD Services ²						
Management	\$ 75,000	\$ 50,000		\$ -	\$ -	\$ (50,000)
Environmental Planning/Design						
Dam Raise	\$ 1,324,400	\$ 882,933		\$ 358,312	\$ 358,312	\$ (524,621)
Transfer Bethany Pipeline	\$ 2,564,800	\$ 1,709,867		\$ 978,255	\$ 978,255	\$ (731,612)
Pumping Plant No. 1	\$ 1,260,800	\$ 840,533		\$ 267,187	\$ 267,187	\$ (573,346)
Program (not facility specific)	\$ 2,475,333	\$ 1,650,222		\$ 977,674	\$ 977,674	\$ (672,548)
Legal	\$ 860,000	\$ 573,333		\$ 234,672	\$ 234,672	\$ (338,661)
Fees	\$ 584,000	\$ 389,333		\$ (9,923)	\$ (9,923)	\$ (399,257)
Total CCWD Services	\$ 9,144,333	\$ 6,096,222		\$ 2,806,177	\$ 2,806,177	\$ (3,290,045)
CCWD Labor ³						
Management	\$ 203,000	\$ 152,250		\$ 138,357	\$ 138,357	\$ (13,893)
Environmental Planning/Design						\$ -
Dam Raise	\$ 427,100	\$ 320,325		\$ 234,447	\$ 234,447	\$ (85,878)
Transfer Bethany Pipeline	\$ 621,780	\$ 466,335		\$ 376,051	\$ 376,051	\$ (90,284)
Pumping Plant No 1	\$ 427,080	\$ 320,310		\$ 227,303	\$ 227,303	\$ (93,007)
Program (not facility specific)	\$ 2,423,500	\$ 1,817,625		\$ 1,674,696	\$ 1,674,696	\$ (142,929)
Total CCWD Labor	\$ 4,102,460	\$ 3,076,845		\$ 2,650,854	\$ 2,650,854	\$ (425,991)
Total CCWD	\$ 13,246,793	\$ 9,173,067		\$ 5,457,031	\$ 5,457,031	\$ (3,716,036)
Total (excluding contingency)	\$ 16,897,793	\$ 11,911,317	\$ 1,912,695	\$ 5,457,031	\$ 7,369,726	\$ (4,541,591)
Contingency	\$ 2,175,207	\$ 1,631,405	\$ -	\$ -	\$ -	\$ (1,631,405)
Total	\$ 19,073,000	\$ 13,542,722	\$ 1,912,695	\$ 5,457,031	\$ 7,369,726	\$ (6,172,996)

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 (transfer from Contra Costa Water District)		1,425,000	-	-	-	\$ 1,425,000
Member Agency Funding		619,500	3,717,000	-	-	\$ 4,336,500
Member Agency Funding		-	-	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						
Contra Costa Water District 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	351,471	\$ 1,450,775
Administration		3,677	9,290	2,429	8,150	\$ 23,546
Financial		100,376	144,273	60,583	71,638	\$ 376,868
External Affairs/Agency Support		40,000	46,716	40,000	30,000	\$ 156,716
Legal - General Counsel		43,380	56,758	39,605	61,494	\$ 201,236
Legal - Bond Counsel		-	-	17,180	6,250	\$ 23,430
Insurance - General and Excess Liability		-	-	-	85,030	\$ 85,030
Contingency		-	-	-	200,000	\$ 200,000
Direct Reimbursable Costs		9,320	18,952	6,787	7,379	\$ 42,437
TOTAL CASH USES		\$ 617,618	\$ 3,622,244	\$ 3,424,764	\$ 821,411	\$ 8,486,037
ENDING CASH BALANCE	\$ -	\$ 1,426,882	\$ 1,521,638	\$ 2,433,374	\$ 1,611,963	
ENDING CASH BALANCE IF CONTINGENCY IS NOT USED					\$ 1,811,963	

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.

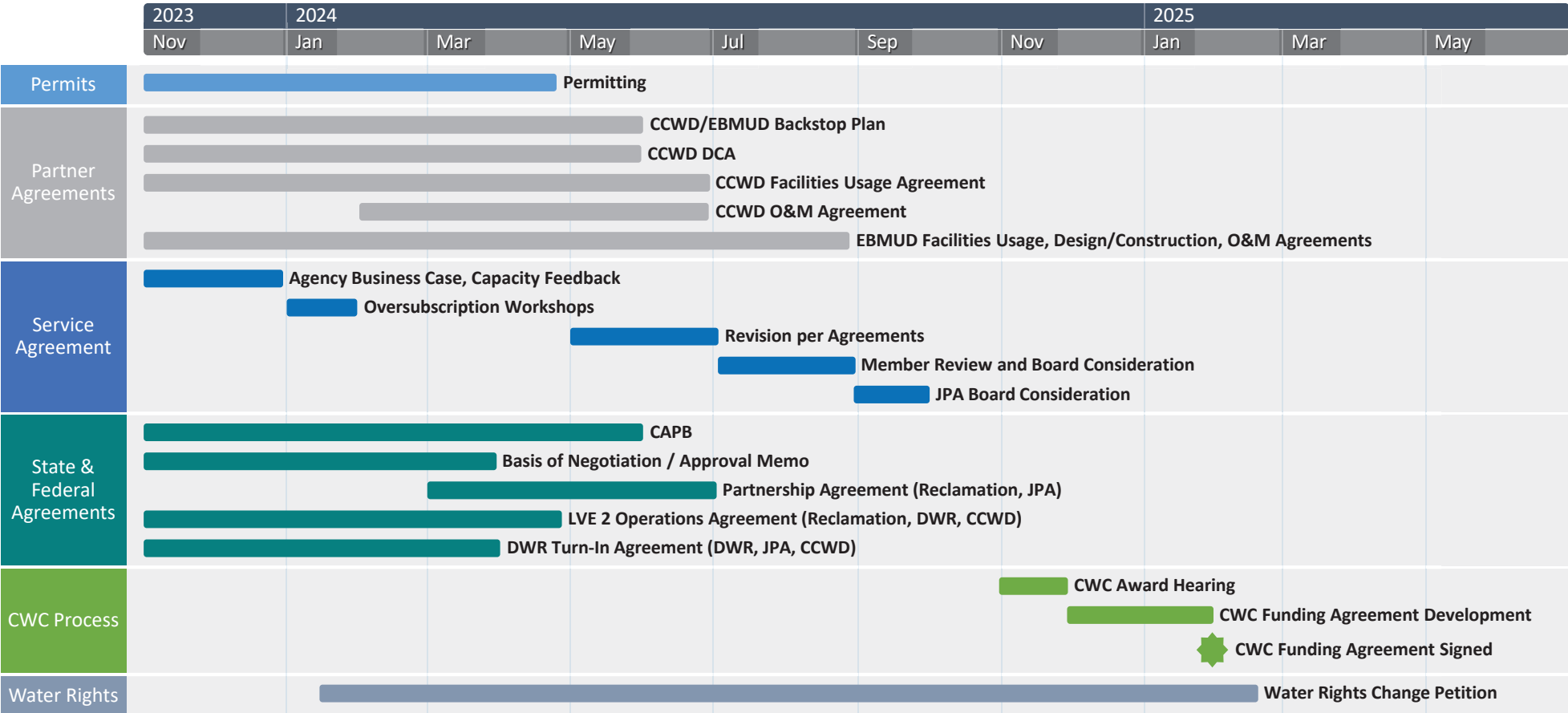
² Program Reserves in 2022 include: Applied Program Contingency (\$47.121M); Capital Project Reserve (\$47.573M); Debt Service Reserve Fund (\$39.995M); and Administrative and Operating Fund Reserve (\$3.731M).

³ The allocation of costs associated with the back-up power supply and water treatment plant are being negotiated by the Authority and CCWD.

Project Element	June 2022 Capital Cost Estimate Cost at Completion	June 2023 Capital Cost Estimate Cost at Completion	April 2024 Capital Cost Estimate Cost at Completion	Changes Between Updates	Percent Change (%)
Implementation Costs	\$ 88,600	\$ 89,700	\$ 89,700	\$ -	0%
Los Vaqueros Dam Expansion	449,200	532,800	532,800	-	0%
Transfer Bethany Pipeline	219,400	264,600	264,600	-	0%
Expanded Transfer Facility	94,700	99,000	99,000	-	0%
Neroly High Lift Pump Station	68,900	77,400	77,400	-	0%
Pumping Plant No. 1 Replacement	94,100	112,200	112,200	-	0%
Transfer Pump Station Modifications	60,700	57,100	57,100	-	0%
Los Vaqueros Recreation Facilities	14,400	10,000	10,000	-	0%
Los Vaqueros Marina Relocation	84,700	100,500	100,500	-	0%
Program Reserves	138,400	100,000	100,000	-	0%
Subtotal	\$ 1,313,100	\$ 1,443,300	\$ 1,443,300	\$ -	0%
EBMUD Mokelumne Aqueduct	\$ 23,700	\$ 23,700	\$ 23,700	\$ -	0%
Authority Costs					
Financing Cost	19,100	20,990	20,990	-	0%
Authority Admin Costs (Pre-Operations)	18,500	33,324	33,324	-	0%
Interest on Member Agency Contributions	2,300	2,450	2,450	-	0%
Subtotal	\$ 63,600	\$ 80,464	\$ 80,464	\$ -	0%
Back-up Power Supply³	\$ -	\$ -	\$ 21,000	\$ 21,000	100%
Water Treatment Plant³	\$ -	\$ -	\$ 12,000	\$ 12,000	100%
Subtotal			\$ 33,000	\$ 33,000	
Program Total	\$ 1,376,700	\$ 1,523,764	\$ 1,556,764	\$ 33,000	2%

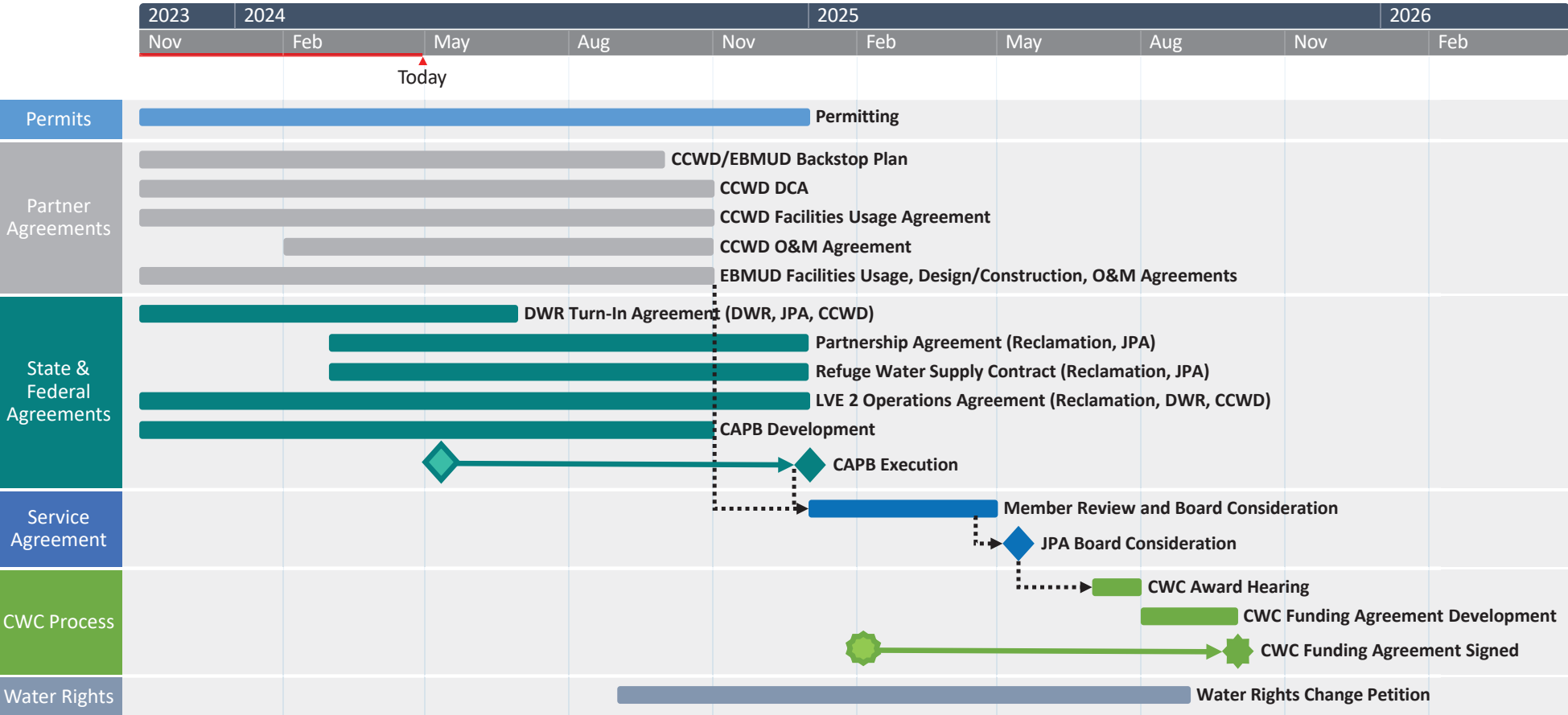
LVR JPA Summary Schedule

January 2024



LVR JPA Summary Schedule

May 2024



Authority Near-Term Schedule Sources of Delay

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

Schedule Considerations & Actions

- Authority funding is currently projected through June 2025
- Staff will continue to coordinate with members to develop partner agreements and resolve issues
- Staff will continue to coordinate with Reclamation to expedite negotiation process

Agreements Status

CCWD DCA

Concurrence to hold further development of DCA in coordination with other agreements and:

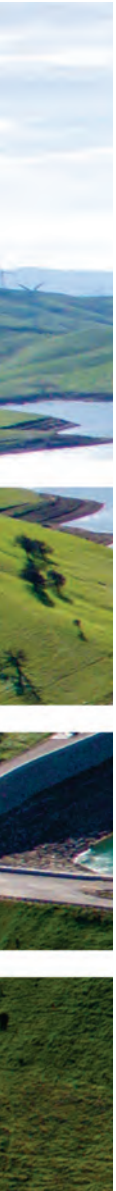
- Explore phased CWC funding to mitigate high bid results
- Seek change order threshold for JPA approval
- Involve JPA in selection of construction manager

EBMUD FUA

Conversations with EBMUD and members 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 to be complete by early May.



Agreements Status

Service Agreement

Comments consolidated. Monthly meetings for the Capacity Allocation and Operations subgroup have been established. Next meeting May 14.

Backstop Plan

CCWD continues to meet with Reclamation, JPA member agencies, and other agencies regarding their backstop plan needs. EBMUD and CCWD met with a potential transfer partner in April; CCWD provided more data to this group to further evaluate the opportunity.

DWR Turn-In

Comments on the draft agreement were provided to DWR in March. Comments received from DWR in April, CCWD and Authority review is in progress.

Unresolved Issues

Agreement	Status	Issue
CCWD DCA	Draft	Risk transfer: awaiting benefit offset in CCWD FUA
CCWD FUA	Termsheet (Draft Early May)	Maximizing member usage of facilities. Usage Fees.
CCWD O&M	Hold	Requires DWR Turn-In, awaiting CCWD FUA
EBMUD DCA/FUA/O&M	Termsheet	Constraints on facility usage.
DWR Turn-In	Draft	None identified.
Service Agreement	Draft	Storage allocation. Business Case Development.

Contract for Administration of Public Benefits (CAPB) Update

- 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 (was anticipated by mid-April).
- DWR is 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

- CCWD and its consultant provided final comments on the Memorandum of Agreement per Section 106 of the National Historic Preservation Act. Reclamation will finalize then route for review and execution.

Design Updates

LV Dam Expansion

- No significant update: final plans are still in review with DSOD. Independent of DSOD approval, electrical and SCADA design is in progress.

Pumping Plant 1

- No significant update: consultants are still progressing the 90% design plans.

Transfer-Bethany Pipeline

- No significant update: preliminary work continues with respect to geotechnical analysis, right-of-way needs, alignment planning, permitting, 30% design, draft agreements and MOU with agencies, and identifying precise right of way needs on parcels under conservation easements.



Transfer-Bethany Pipeline Coordination Workgroup

- Convened April 22 with CCWD and Authority staff
- Overview and status provided by CCWD team.
- Focus on schedule, cost, and process to engage Wildlife Conservation Board for approval.
- Current cost estimate contemplates part of the mitigation (ie: take of Conservation Easements, land for larger program) but does not include operations costs.
- Continue internal analysis related to land acquisition and ownership.

Next Steps

- Continue coordination with CCWD related to Land Acquisition and Mitigation for Transfer-Bethany Pipeline
- Continue work toward management of near-term schedule and funding milestones
- Discuss business case status with members and report back

REPORTS

ITEM 4.1 DIRECTOR REPORTS

The LVR JPA CCWD Facilities Use Agreement Ad Hoc Committee convened on April 25, 2024 and a verbal update will be provided by Chair Jonathan Wunderlich.

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.

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 April 19 meeting agenda included 1) CCWD staffing transition 2) an update on the CCWD Backstop Plan and timeline, 3) discussion on current agreements including MPA Amendment #6 and the CAPBs, and 4) an update from CCWD on the Transfer Bethany Pipeline mitigation and CCWD/Authority coordination for next steps. The next meeting of the EMT is being scheduled.

CAPB Coordination Meetings - Close coordination continues with DFW on the development of the ecosystem CAPB. Weekly meetings are scheduled and held with DFW as needed. The Authority staff has been providing additional technical information in response to DFW requests (via email correspondence) and met once in April to address additional questions while DFW continues to develop the next draft, anticipated in the coming weeks.

The Authority and CCWD representatives also met with DWR in April to review initial comments on the CAPB for emergency response and recreation. Once drafts are furnished to the Authority, corresponding briefings will be held with Member Agencies.

Authority 2023 Audit Update - The draft 2023 Audit Report was presented to the Finance Committee at its April 25, 2024 meeting. Comments are being incorporated and the revised draft Audit Report will be presented to the Finance Committee in May 2024 and then to the Authority Board in June 2024.

EXHIBITS/ATTACHMENTS:

- CCWD Special Project Manager Job Advertisement



Contra Costa Water District Special Projects Manager

SALARY	\$93.06 - \$113.12 Hourly \$16,130.40 - \$19,607.47 Monthly \$193,564.80 - \$235,289.60 Annually	LOCATION	Concord, CA
JOB TYPE	Full-time	JOB NUMBER	557 - AO - 2024
DEPARTMENT	Water Resources	OPENING DATE	04/22/2024
CLOSING DATE	5/13/2024 5:00 PM Pacific		

GENERAL JOB FUNCTION



The Mission of the Contra Costa Water District is to strategically provide a reliable supply of high-quality water at the lowest cost possible, in an environmentally responsible manner.

Contra Costa Water District is an innovative leader in water management and provides employees with a fast-paced and stable work environment that encourages professional growth and development. We're currently seeking an exceptional candidate to join our team as a Special Projects Manager. If you're passionate about water conservation, possess strategic vision, and thrive in a dynamic environment, this could be the perfect opportunity for you to make a meaningful impact.

POSITION DESCRIPTION:

As a Special Projects Manager, you would have a critical role in the planning, organizing, directing, and coordinating District Special Project(s) that require significant relationships with or funding by outside agencies or organizations, significant and continuous interaction with outside agencies and the general public, development of project environmental documentation, engineering project design, securing project permits, and project construction activities; to exercise full, functional management responsibility and oversight of the special project(s); and to provide highly complex staff assistance to the Assistant General Managers and the General Manager. Projects may include Los Vaqueros Expansion, CCWD climate change adaptation, negotiating federal and state permits, developing state and federal environmental documents, developing new Delta science, etc.

The Special Projects Manager has full, functional management responsibility for special project(s) implementation, and provides highly complex staff assistance in the development of project functions, funding, and policy consistent with Board policies. Reports to and receives general direction from Executive Management staff. Professional, supervisory, and clerical personnel may be assigned to the Special Projects Manager.

At Contra Costa Water District, we're committed to fostering a culture of collaboration, excellence, and forward-thinking

innovation. If you're passionate about water conservation, possess strong leadership skills, and thrive in a fast-paced, dynamic environment, we invite you to apply for this distinguished opportunity.

EXAMPLES OF DUTIES

Duties may include, but are not limited to, the following:

- Develop and implement Special Project goals, objectives, policies and procedures.
- Manage, direct and organize Special Project activities that involve outside agencies including but not limited to securing and maintaining funding sufficient to implement the project.
- Represent the District, as directed, in negotiations, permitting, regulatory proceedings dealing with Special Project issues; continually assess various proposals and policy/legislative trends affecting the Special Project; provide counsel to General Management regarding Special Project policy development and implementation relative to achieving the District's Mission.
- Manage and direct the implementation of Special Project(s), including development of grant funding or funding by outside agencies or organizations, negotiation and implementation of agreements and contracts involving outside agencies, development of project environmental documentation, engineering project design documents, securing project permits, and project construction activities.
- Assist Public Affairs Department develop legislation, analyze proposed legislation and represent the District while working with legislative staff and others as appropriate to secure funding for the special project(s) and as needed by Executive Management Staff.
- Represent the District, as directed, in negotiation of contracts with Federal, State and local agencies, and manage and direct administration of contracts and permits.
- Manage and direct public outreach programs to ensure implementation of the Special Project(s).
- Represent the District to outside agencies and organizations; participate in outside community and professional groups and committees; represent the District to the media as assigned; provide technical assistance as necessary.
- Make formal and informal presentations to outside organizations, Board of Directors, General Management, and other bodies, on issues related to assigned functional areas.
- Develop the Special Project(s) work plan; assign work activities, projects and programs; monitor workflow; review and evaluate work products, methods and procedures.
- Develop, implement and administer the budget for the Special Project(s), overseeing and directing forecasting of revenues and expenditures; staffing requirements, equipment, materials, supplies and resources needs to support the Special Project(s).
- Oversee the appointments and selection of staff; train, supervise, and develop staff; work with employees to correct deficiencies; implement discipline procedures; recommend employee terminations; provide or coordinate staff training.
- Oversee, manage and direct the work of outside contractors, observing all applicable District administrative policies and procedures; review and evaluate work products and/or services for compliance with District's objectives, quality, and contract scope; approve payment of invoices for contractual work as appropriate.
- Approve and/or accept technical reports, designs and the completion of projects.
- Research and prepare complex technical and administrative reports and documents; prepare written correspondence.
- Direct the activities of assigned staff with other departments and divisions, including planning, assigning, and evaluating work products, services, and programs; monitoring and reporting on progress.
- Build and maintain positive working relationships with co-workers, other District employees, consultants, staff of other agencies and organizations and the public using principles of good customer service.
- Act for the Assistant General Manager as assigned.
- Perform related duties as assigned.

MINIMUM QUALIFICATIONS

Any combination equivalent to experience and education that would likely provide the relevant knowledge and abilities would be qualifying. Generally, this will require:

EDUCATION: Completion of a Bachelor's degree from an accredited college or university with major course work in civil engineering or a related field. A Master's degree in a similar field is highly desirable.

EXPERIENCE: Seven years of increasingly responsible experience in engineering, planning or management, including one year of administrative responsibility. Experience should include demonstrable work on Delta water policy issues, and state/federal regulatory engagement and permitting.

DESIRABLE QUALIFICATIONS: Possession of a Certificate of Registration as a Civil Engineer in the State of California, or a Master's or PhD in civil engineering, environmental science, or a related field.

OTHER REQUIREMENTS: Possession of, or ability to obtain, a valid California driver's license.

The first review of applicants will be on Monday, May 13, 2024.

ADDITIONAL INFORMATION

WORKING CONDITIONS

Work is mainly performed in a normal office and meeting room environments. On occasion, the position requires the ability to travel on District business and to visit and inspect District facilities and projects that require traversing uneven or difficult terrain, in all types of weather conditions. The duties of the position require the ability to walk, observe, talk, listen, and operate a computer and telephone. Occasionally, work requires lifting or moving up to 25 pounds. Work hours are irregular and include evening meetings.

EQUAL EMPLOYMENT OPPORTUNITY

Contra Costa Water District is committed to equal employment opportunity for all employees and applicants. We prohibit discrimination based upon race, color, religion, marital status, age, national origin, physical or mental disability, medical condition, pregnancy, genetic information, gender, sexual orientation, gender identity or expression, veteran status, or any other actual or perceived status protected under federal, state, or local law. Employment decisions are based on individual qualifications and performance.

DIVERSITY, EQUITY, AND INCLUSION

One of the many CCWD goals is to pursue organizational excellence through diversity, equity, inclusivity, leadership, and professionalism. We recognize the strengths of staff creativity, innovation, problem-solving, and improved decision-making resulting from diverse perspectives, and we strive to be a culturally diverse organization that values, recognizes, and supports inclusion.

CONVICTION HISTORY

A condition of employment for all CCWD positions includes successfully passing a Department of Justice Live Scan fingerprint check and completion of the federal Employment Eligibility Verification Form I-9. Additionally, in compliance with federal law, CCWD participates in E-Verify.

DISASTER SERVICE WORKER

All CCWD employees are designated Disaster Service Workers through state and local law. As such, CCWD employees may be called upon to support the activities of CCWD during an emergency situation.

Agency

Contra Costa Water District

Address

Contra Costa Water District
1331 Concord Avenue
Concord, California, 94520

Phone

(925) 688-8037

Website

<http://www.ccwater.com>

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 – May 2024

Fiscal Year 2025 Appropriations

Last month we reported that Congressmen LaMalfa (R-CA), Thompson (D-CA), and Costa (D-CA) were planning to circulate a sign-on letter among members in support of \$134 million for the WIIN Act storage account in FY25. That letter began circulating on April 25th and we have reached out to the federal advocates for LVE member agencies with the request that they contact their congressional delegations and request that they sign onto the WIIN Act letter. We will also be reaching out to congressional offices with the same request.

DROUGHT Act

As an informational item, we wanted to share that Congressman Peter (D-CA) and Senator Padilla (D-CA) recently introduced the DROUGHT Act, which would help those projects receiving WIFIA loans by raising the limit from 80 percent to 90 percent for Federal assistance for projects in areas experiencing extreme drought or serving historically disadvantaged communities. This will help state and local governments overcome the burden of meeting the cost share for projects. As drafted, the bill does not apply to projects that have WIFIA loans or are in the process of securing one but Senator Padilla's office has indicated that they would be willing to modify the language to include those projects in the event the legislation moves through the committee process.

4.2.2 APRIL 2024 ENGAGEMENT ACTIVITIES WITH RECLAMATION

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

- Working with Reclamation staff to prepare decision memos to document refinement to the Federal Feasibility Reports.
- Working with Reclamation staff to advance the request for Project Use Energy for CVP water supplies delivered through LVE.
- Continuing to track development of Reclamation’s Basis of Negotiation, which will allow initiation of formal negotiations on the Partnership agreements.
- Preparing for engagement with Reclamation during the 2024 ACWA Spring conference.

Monthly List of Authority Contracts Entered into by Executive Director

April 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:

The Finance Committee Meeting was held on April 25, 2024 and the summary was still in development at the time of this posting. The summary will be provided in the June 2024 Board packet. Other Authority Committees were canceled in the month of April.

ALTERNATIVES:

Not applicable.

FISCAL ANALYSIS:

Not applicable.

ENVIRONMENTAL REQUIREMENTS:

Not applicable.

EXHIBITS/ATTACHMENTS:

- None.