



**LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
AGENDA**

Regular Meeting of the Board of Directors
December 14, 2022 – 9:30 a.m.

SPECIAL NOTICE OF TELECONFERENCE ACCESSIBILITY

Pursuant to the provisions of Government Code Section 54953(e), as amended by Assembly Bill 361, any Director and any member of the public who desires to participate in the open session items of this meeting may do so by accessing the Zoom link below without otherwise complying with the Brown Act's teleconference requirements.

Please click the link below to join the webinar:

<https://lagerlof.zoom.us/j/87545898409?pwd=U2RRSXU0QzRSNkR4Wkt3bWE4MTc5QT09>

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

NOTE: To comply with the Americans with Disabilities Act, if you need special assistance to participate in any Board meeting, please contact the Authority's Interim Clerk at rperea@lagerlof.com by 4:00 p.m. on December 13, 2022 to inform the Authority of your needs and to determine if accommodation is feasible. Each item on the Agenda shall be deemed to include any appropriate motion, resolution, or ordinance, to take action on any item. Materials related to items on this Agenda are available for public review at: www.losvaquerosjpa.com/board-meetings.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL OF DIRECTORS

Angela Ramirez Holmes, Chair, Zone 7 Water Agency
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Ellen Wehr, Secretary, Grassland Water District
Paul Sethy, Treasurer, Alameda County Water District
Ernesto Avila, Director, Contra Costa Water District
John Coleman, Director, East Bay Municipal Utility District
Dennis Herrera, Director, San Francisco Public Utilities Commission
TBD, Director, Santa Clara Valley Water District
TBD, Director – Ex Officio - Department of Water Resources

ALTERNATE DIRECTORS

Jonathan Wunderlich, Alternate Director, Alameda County Water District
Antonio Martinez, Alternate Director, Contra Costa Water District
Lesa McIntosh, Alternate Director, East Bay Municipal Utility District
Ricardo Ortega, Alternate Director, Grassland Water District
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
Jose Gutierrez, Alternate Director, San Luis & Delta-Mendota Water Authority
TBD, 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 Consider Adoption of Resolution No. 12-22-01 Re-Ratifying the Proclamation of a State of Emergency by Governor Gavin Newsom and Authorizing Remote Teleconference Meetings of the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority for the Period from December 5, 2022 to January 3, 2023 Pursuant to Brown Act Provisions**
- 1.2 Approval of Minutes from November 9, 2022 Board of Directors Meeting**
- 1.3 Approval of Standard Services Agreement with Ibrahim Khadam for Program Support Services (not to exceed \$49,500.00 through June 30, 2023)**
- 1.4 Treasurer’s Report – Month Ended October 31, 2022**

ACTION ITEMS

- 2.1 Approval of Formation of Ad Hoc Committee regarding Design and Construction Principles**
- 2.2 Approval of Conflict of Interest Code**
- 2.3 Approval of Credit Rating Agency for WIFIA Loan**

DISCUSSION ITEMS

None

FUTURE AGENDA ITEMS

REPORTS

- 4.1 Directors**
- 4.2 General Counsel**
- 4.3 Executive Director**
- 4.4 Board Policy and Action Calendar**
- 4.5 Committee Meeting Summaries**

ADJOURNMENT

CONSENT CALENDAR

ITEM 1.1: CONSIDER ADOPTION OF RESOLUTION NO. 12-22-01 RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY FOR THE PERIOD FROM DECEMBER 5, 2022 TO JANUARY 3, 2023 PURSUANT TO BROWN ACT PROVISIONS

RESPONSIBLE/LEAD STAFF MEMBER:

James Ciampa, General Counsel

RECOMMENDATION:

That the Los Vaqueros Reservoir Joint Powers Authority (Authority) Board of Directors' (Board) approve the above-referenced resolution making certain findings to allow for the Authority's Board meetings to continue to be conducted remotely by teleconference without compliance with the Brown Act's established teleconference meetings requirements, as allowed by AB 361, while ensuring public access to such Board meetings.

DISCUSSION:

At the November 10, 2021 Board of Directors' meeting, the Board approved Resolution No. 11-21-01, which authorized the Board to conduct its meetings virtually by video conference. That resolution made certain findings as required by Assembly Bill 361 (AB 361) with respect to such remote meetings. That resolution has been continued at the subsequent Board meetings.

AB 361 requires that a subsequent resolution be adopted every 30 days to make findings that the emergency conditions justifying such remote meetings continue to exist. Attached Resolution No. 12-22-01 sets forth those required findings to allow for continued remote teleconferenced Board meetings, including that requiring in-person attendance at meetings of the Board would pose an imminent risk to the health and safety of those in attendance, while ensuring public access to those meetings. The attached resolution is substantially similar to the resolutions the Board previously adopted and the findings continue to be valid in light of the persistent COVID-19 statistics.

The resolution will take effect immediately and will be effective for 30 days, or until such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the Board may continue to meet by teleconference without compliance with Government Code section 54953(b)(3).

ALTERNATIVES:

If the Board does not adopt the resolution, in-person attendance will be required, or for those calling in, compliance with the notice and posting, in-person participation, and quorum requirements in Government Code section 54953(b)(3) would be required.

FISCAL ANALYSIS:

Not applicable

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Resolution No.12-22-01

RESOLUTION NO. 12-22-01

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY RE-RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR GAVIN NEWSOM AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD OF DIRECTORS OF THE LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY FOR THE PERIOD FROM DECEMBER 5, 2022 TO JANUARY 3, 2023 PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, the Los Vaqueros Reservoir Joint Powers Authority (the “Authority”) is committed to preserving and nurturing public access and participation in meetings of its Board of Directors; and

WHEREAS, all meetings of the Authority’s Board of Directors are to be open and public, as required by the Ralph M. Brown Act (California Government Code Sections 54950 – 54963), so that any member of the public may attend, participate, and watch the Board conduct its business; and

WHEREAS, the Brown Act, in Government Code Section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body without compliance with the requirements of Government Code Section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, a required condition for application of Section 54953(e) is that a state of emergency is declared by the Governor pursuant to Government Code Section 8625, proclaiming the existence of conditions of disaster or of extreme peril to the safety of persons and property within the state caused by conditions as described in Government Code Section 8558; and

WHEREAS, a proclamation is made when there is an actual incident, threat of disaster, or extreme peril to the safety of persons and property within the jurisdictions that are within the Authority’s boundaries, caused by natural, technological or human-caused disasters; and

WHEREAS, it is further required that state or local officials have imposed or recommended measures to promote social distancing, or the legislative body meeting in person would present imminent risks to the health and safety of attendees; and

WHEREAS, the Authority’s Board of Directors previously adopted Resolutions finding that the requisite conditions exist for the Authority’s Board of Directors to conduct remote teleconference meetings without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953; and

WHEREAS, such conditions continue to exist in the Authority’s geographical jurisdiction, specifically, a state of emergency has been proclaimed in the State of California pertaining to the threat to the health, safety and well-being of the Authority’s directors, staff, vendors, contractors, customers and residents presented by COVID-19, and its Delta, Omicron, BA.2, BA.5 and possibly other variants, which remain highly contagious; and

WHEREAS, orders and guidance from local counties and regulations from the State of California impose limitations on gatherings and provide guidance on best practices with respect to actions to reduce the spread of COVID-19; and

WHEREAS, allowing all individual members of the Authority's Board of Directors and staff to travel from various areas around the state to meet in person would present an imminent risk to the health and safety of attendees given the spread of the Delta, Omicron and other variants of the COVID-19 virus throughout the state; and

WHEREAS, the Authority's Board of Directors does hereby find that the continuing state of emergency poses imminent risks to attendees and has caused, and will continue to cause, conditions of peril to the safety of persons within the Authority's jurisdiction that are likely to be beyond the control of services, personnel, equipment, and facilities of the Authority, and the Board of Directors desires to re-ratify the proclamation of state of emergency by the Governor of the State of California; and

WHEREAS, as a consequence of the continuing local emergency, the Board of Directors does hereby find that the Authority's Board of Directors and any Authority committees shall conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code Section 54953, as authorized by subdivision (e) of Section 54953, and shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of Section 54953; and

WHEREAS, the Authority will provide proper notice to the public regarding all Authority Board of Directors' and committee meetings, in accordance with Government Code Section 54953(e)(2)(A) and shall provide notice to the public of how they may access any such meeting via call-in number and/or internet link.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation Regarding Local Emergency. The Board of Directors hereby proclaims that a local emergency continues to exist in the geographical jurisdiction of the Authority and allowing individual members of the Authority's Board of Directors and members of the public to meet in person would present an imminent risk to the health and safety of attendees, and that conducting Authority Board of Directors virtually will minimize the possible spread COVID-19 and any variant thereof.

Section 3. Re-Ratification of Governor's Proclamation of a State of Emergency. The Board hereby again ratifies the Governor of the State of California's Proclamation of State of Emergency regarding COVID-19, dated March 4, 2020.

Section 4. Remote Teleconference Meetings. The Executive Director, Interim Administrator, Authority staff and the Board of Directors are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code Section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) the expiration of thirty (30) days from the date this Resolution was adopted, as set forth below, or (ii) such time as the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time

during which the Board of Directors of the Authority may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority this 14th day of December, 2022 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Angela Ramirez Holmes, Chair

Attest:

Ellen Wehr, Secretary

ITEM 1.2: APPROVAL OF MINUTES FROM NOVEMBER 9, 2022 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 November 9, 2022 Board of Directors meeting.

DISCUSSION:

The Clerk, General Counsel and Executive Director have prepared the attached draft minutes from the November 9, 2022 Board of Directors meeting.

ALTERNATIVES:

Any suggested revisions to the draft November 9, 2022 Board meeting minutes will be considered.

FISCAL ANALYSIS:

Not applicable

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Draft minutes from November 9, 2022 Board of Directors meeting.



**LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
MINUTES**

Regular Meeting of the Board of Directors
November 9, 2022 – 9:30 a.m.

CALL TO ORDER at 9:31 a.m.

PLEDGE OF ALLEGIANCE – led by Chair Angela Ramirez Holmes

ROLL CALL OF DIRECTORS

Angela Ramirez Holmes, Chair, Zone 7 Water Agency
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Ellen Wehr, Secretary, Grassland Water District
Paul Sethy, Treasurer, Alameda County Water District (arrived at approximately 9:42 a.m.)
John Coleman, Director, East Bay Municipal Utility District
Ernesto Avila, Director, Contra Costa Water District
Gary Kremen, Director, Santa Clara Valley Water District

ALTERNATE DIRECTORS

*Jonathan Wunderlich, Alternate Director, Alameda County Water District (*participated until Director Sethy arrived)
Antonio Martinez, Alternate Director, Contra Costa Water District
Sandy Figuers, Alternate Director, Zone 7 Water Agency
*Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
Linda J. LeZotte, Alternate Director, Santa Clara Valley Water District
*Alternate Directors who replaced absent Directors from their member agencies

ABSENT

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

OTHERS PRESENT

Taryn Ravazzini, Executive Director
Marguerite Patil, Interim Administrator
Maureen Martin, Deputy Interim Administrator
James Ciampa, Lagerlof, LLP, General Counsel

Rosemarie Perea, Board Clerk
Will Lockwood, Clean Energy Capital
Approximately 19 others

PUBLIC COMMENT ON NON-AGENDA ITEMS

None

CONSENT CALENDAR

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

- AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency
 Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
 Ellen Wehr, Secretary, Grassland Water District
 Ernesto Avila, Director, Contra Costa Water District
 Gary Kremen, Director, Santa Clara Valley Water District
 John Coleman, Director, East Bay Municipal Utility District
 Jonathan Wunderlich, Alternate Director, Alameda County Water District
 Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
- NOES: None
- ABSENT: None
- ABSTAIN: None

The motion passed with an 8-0 vote.

The approval of the Consent Calendar included:

1.1 - Consider Adoption of Resolution No. 11-22-01 Re-Ratifying the Proclamation of a State of Emergency by Governor Gavin Newsom and Authorizing Remote Teleconference Meetings of the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority for the Period from November 5, 2022 to December 4, 2022 pursuant to Brown Act Provisions.

1.2 - Approval of Minutes from October 12, 2022 Board of Directors Meeting

1.3- Treasurer’s Report – Month Ended September 30, 2022

ACTION ITEMS

2.1

Discussion and Approval of Conducting Future Board and Committee Meetings in Light of Revocation of COVID-19 Emergency Declaration

James Ciampa, General Counsel, noted that since the Authority’s inception, the Board of Directors has relied on AB 361 to provide the authority for conducting Board and Committee meetings by remote means (i.e., Zoom) without compliance with the Brown Act’s notice, posting and public access requirements. AB 361 still remains in effect but will become inapplicable once the State’s COVID-19 emergency declaration is revoked, which will happen on February 28, 2023.

The Board discussed how to best handle meeting attendance once AB 361 is no longer available for remote meetings. The following alternatives were discussed:

- 1) In-person monthly Authority Board Meetings, in either:
 - a. Central location
 - b. Rotating location
- 2) Hybrid Meetings
- 3) Fully Remote Meetings

General Counsel Ciampa reported the Communications and Outreach Committee discussed this issue at its October 26, 2022 meeting and agreed that in-person Board meetings at a fixed location was the best alternative, subject to the Board's approval, but that committees could continue to meet remotely. The Communications and Outreach Committee also confirmed that Zone 7 Water Agency was able to host the Board meetings and had the capability to handle remote access in the event a director could not attend in person, although there will be some cost to the Authority to procure necessary equipment for that remote access.

General Counsel Ciampa advised the Brown Act requires posting of the agenda at each remote or teleconference location and that the public must be able to access any remote sites from which a Board or committee member participates. Those requirements would apply to remote Committee meetings or if a Director is not able to attend a Board meeting in person and needs to participate remotely. General Counsel Ciampa also advised that a Board member who needs to participate remotely will have to advise staff at least 72 hours before the meeting so the remote address location can be included in the Agenda and be properly posted.

The Board further discussed the alternatives and recognized the travel time involved in attending in-person meetings in light of the vast territory the Authority covers.

Upon motion by Vice Chair Hansen, seconded by Alternate Director Ritchie, the Board approved, commencing with the February 2023 Board meeting, conducting Board meetings in person at Zone 7 Water Agency in compliance with all Brown Act requirements and continuing to conduct committee meetings remotely via Zoom in compliance with the applicable Brown Act teleconferencing requirements by the following roll call vote:

- AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency
 Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
 Ellen Wehr, Secretary, Grassland Water District
 Paul Sethy, Treasurer, Alameda County Water District
 Ernesto Avila, Director, Contra Costa Water District
 Gary Kremen, Director, Santa Clara Valley Water District
 John Coleman, Director, East Bay Municipal Utility District
 Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
- NOES: None
- ABSENT: None
- ABSTAIN: None

The motion passed with an 8-0 vote.

2.2

Approval of Resolution No. 11-22-02 Amending Authority Purchasing Policy

Executive Director Taryn Ravazzini advised that the Board of Directors adopted the Authority's Purchasing Policy at its February meeting. At the time that Purchasing Policy was adopted, the Board acknowledged the policy was an interim policy to apply while the Authority was administered by the

Interim Administrator and that revisions would be made once an Executive Director was engaged. With the engagement of the Executive Director, it is necessary to update the Purchasing Policy to provide procurement authority to the Executive Director. The Board was provided with a redlined version of the Purchasing Policy showing the proposed changes for the Board’s review and discussion.

Upon motion by Alternate Director Ritchie, seconded by Director Avila, the Board adopted Resolution No. 11-22-02 Amending Authority Purchasing Policy by the following roll call vote:

- AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency
 Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
 Ellen Wehr, Secretary, Grassland Water District
 Paul Sethy, Treasurer, Alameda County Water District
 Ernesto Avila, Director, Contra Costa Water District
 Gary Kremen, Director, Santa Clara Valley Water District
 John Coleman, Director, East Bay Municipal Utility District
 Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
- NOES: None
- ABSENT: None
- ABSTAIN: None

The motion passed with an 8-0 vote.

2.3

Approval of Amendment No. 4 to Cost Sharing Agreement

Executive Director Ravazzini advised the Board that based on input from the Members’ finance staffs, it was determined that the Authority’s interim funding needs would most clearly be provided in a revised Amendment No. 4 to the Multi-Party Cost Sharing Agreement. Revisions have been made to that amendment to add the Authority as a party, but the cost share amount has not changed and remains at \$1,094,000 per Member, excluding Grassland Water District. Over the past few weeks, the Members have been discussing other changes to the amendment to address various concerns and the Members’ staffs have reached agreement on those terms. Minor modifications were added to provide clarity to the scope of work.

Deputy Interim Administrator Maureen Martin reviewed the final draft version of Amendment No. 4 with the Board and informed the Board that Amendment No. 4 needs to be in place before the end of 2022, when Amendment No. 3 will lapse.

Vice Chair Hansen suggested that adding a comma at page 3, Section 3 b), “...excluding GWD,” [comma added after “GWD”] would provide clarity to that sentence.

Upon motion by Treasurer Sethy, seconded by Vice Chair Hansen, the Board approved Amendment No. 4 to Cost Sharing Agreement, with the addition of a comma at page 3, Section 3 b) “...excluding GWD,” [comma added after “GWD”] by the following roll call vote:

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

John Coleman, Director, East Bay Municipal Utility District
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission

NOES: None
ABSENT: None
ABSTAIN: None

The motion passed with an 8-0 vote.

2.4

Approval of Standard Services Agreement with Clean Energy Capital Securities, LLC for Financial Consulting Services (not to exceed \$390,995.00 through June 30, 2023)

Executive Director Ravazzini noted that Clean Energy Capital has been providing financial consulting services to the Project through Contra Costa Water District for many years. This agreement will bring Clean Energy Capital under contract with the Authority to provide financial services to the Authority for the remainder of the 2023 Fiscal Year.

Executive Director Ravazzini explained that Clean Energy Capital's experience in working on the Project and understanding the Authority's and respective Members' needs, makes it uniquely qualified to provide the services included in this agreement. Executive Director Ravazzini further noted the contract amount of not to exceed \$390,995.00 is provided for in the Authority's Fiscal Year 2023 Budget.

Director Kremen stated he understands the engagement of Clean Energy Capital without competitive bidding under the current circumstances, but stated his preference for all contracts to be competitively bid.

Upon motion by Alternate Director Ritchie, seconded by Director Avila, the Board approved the Standard Services Agreement with Clean Energy Capital Securities, LLC for Financial Consulting Services (not to exceed \$390,995.00 through June 30, 2023) by the following roll call vote:

AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Ellen Wehr, Secretary, Grassland Water District
Paul Sathy, Treasurer, Alameda County Water District
Ernesto Avila, Director, Contra Costa Water District
Gary Kremen, Director, Santa Clara Valley Water District
John Coleman, Director, East Bay Municipal Utility District
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission

NOES: None
ABSENT: None
ABSTAIN: None

The motion passed with an 8-0 vote.

2.5

Approval of Resolution No. 11-22-03 in Appreciation of Service of Alternate Director Linda J. LeZotte

Executive Director Ravazzini stated that from the Authority's formation, Alternate Director Linda J. LeZotte has been a valuable contributor to the Authority's success. Alternate Director LeZotte will be leaving the Santa Clara Valley Water District Board when her term expires in early December and thus will also be leaving the Authority's Board and Finance Committee. Executive Director Ravazzini noted this resolution memorializes Alternate Director LeZotte's years of service to the Authority, to her home

district and to her community and expresses the Authority’s gratitude for that service.

Upon motion by Director Avila, seconded by Director Coleman, the Board adopted Resolution No. 11-22-03 in appreciation of the services provided by Alternate Director Linda J. LeZotte, by the following roll call vote:

- AYES: Angela Ramirez Holmes, Chair, Zone 7 Water Agency
Anthea Hansen, Vice Chair, San Luis & Delta-Mendota Water Authority
Ellen Wehr, Secretary, Grassland Water District
Paul Sethy, Treasurer, Alameda County Water District
Ernesto Avila, Director, Contra Costa Water District
Gary Kremen, Director, Santa Clara Valley Water District
John Coleman, Director, East Bay Municipal Utility District
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
- NOES: None
- ABSENT: None
- ABSTAIN: None

The motion passed with an 8-0 vote.

DISCUSSION ITEMS

3.1

Overview of Plan of Finance

The Authority was recently informed that it was invited to submit an application for a loan under the U.S. Environmental Protection Agency’s WIFIA Loan Program. Executive Director Ravazzini introduced Deputy Interim Administrator Maureen Martin and Will Lockwood of Clean Energy Capital to provide a presentation to the Board on the plan of finance for the Authority that is currently contemplated and additional financial instruments that may be needed. Particular emphasis was placed on the likely need for a source of bridge funding during the construction phase of the Project.

Treasurer Sethy asked for clarification on the statement that grant and loan payments will be made to the Authority in arrears. Deputy Interim Administrator Martin advised that all funding sources pay in arrears, after the Authority incurs the expenses. The Authority must then submit requests for reimbursement. Staff will continue to look for alternatives to address the bridge funding issue.

FUTURE AGENDA ITEMS

None.

REPORTS

4.1 – Directors

Chair Angela Ramirez Holmes advised the Board that at ACWA’s Fall Conference in Indian Wells an Authority “meet up” will be held at the Brown and Caldwell event and encouraged members of the Board attending the conference to attend that event.

4.3 - General Counsel

General Counsel Ciampa advised the Board that he has submitted a revised draft Conflict of Interest Code

to the FPPC based on the discussion from the October Board meeting and he is awaiting the FPPC's responsive comments. He also congratulated Alternate Director LeZotte on her retirement.

4.4 – Executive Director

Executive Director Ravazzini advised that the bipartisan and bicameral letter of support from the Authority's U.S. Senators and members of Congress has been posted to the website. Also, the development process for the Contract for Administration of Public Benefits is underway with the Department of Fish and Wildlife. Also, work is continuing on the Facility Usage Agreements.

4.5 Board Policy and Action Calendar

The updated Board Policy and Action Calendar was provided for the Board's information, including Authority Board meeting items by month for the next six months. The overview graphics, which are included, are organized by functional area to show potential discussion and action items for Authority Board and Committee meetings for the remainder of 2022 and early 2023.

The most significant updates to the current version of the Board Policy and Action Calendar are moving the Board discussion item for the draft Contracts for Administration of Public Benefits from November 2022 to December 2022 and shifting the Facilities Usage Agreement committee and Board discussions out to January 2023 and following, as well as adjusting the Service Agreement timeline.

4.6 Committee Meeting Summaries

Summaries from the October 20, 2022 Operations and Engineering Committee meeting, the October 26, 2022 Communications and Outreach Committee meeting and the October 27, 2022 Finance Committee meeting were attached for the Board's information.

The meeting was adjourned at 11:04 a.m.

Angela Ramirez Holmes, Chair

ATTEST:

Ellen Wehr, Secretary

ITEM 1.3: APPROVAL OF STANDARD SERVICES AGREEMENT WITH IBRAHIM KHADAM FOR PROGRAM SUPPORT SERVICES (NOT TO EXCEED \$49,500.00 THROUGH JUNE 30, 2023)

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

There are various ongoing activities for which Program Support would be very useful, including communications with the U.S. Bureau of Reclamation and technical issues relating to the Service Agreements that will be negotiated in 2023. Ibrahim Khadam is a consultant who possesses a unique skill set to be of great assistance in the coming months, as set forth in more detail in the Scope of Work appended to the following Standard Services Agreement. Although this agreement does not require Board approval because it is within the Executive Director's spending authority, it is valuable for the Board to be aware of the specialized services engaged to help execute the many complex tasks ahead for the Authority in 2023.

ALTERNATIVES:

The Board could require that these professional services be acquired competitively, but that is not required by law or under the Authority's Purchasing Policy and time is of the essence in procuring these services.

FISCAL ANALYSIS:

Contract amount not to exceed \$49,500.00 is provided for in the Authority's Fiscal Year 2023 Budget among the allocated line item and other available and unexpended monies.

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Standard Services Agreement with Ibrahim Khadam

LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
Standard Services Agreement

THIS AGREEMENT for services is between Los Vaqueros Reservoir Joint Powers Authority ("JPA") and Ibrahim Khadam (the "Consultant"). Consultant's address is _____. Consultant's taxpayer's identification number is: _____.

1. The Agreement. JPA and Consultant agree that Consultant shall provide Program Support consulting services for the JPA and shall perform those services on the terms and conditions set forth herein. The specific scope of services is defined in Attachment A - Scope of Work.

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

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

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

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

3. Payment. Consultant shall at convenient intervals not more frequent than monthly submit itemized statements of services performed at the rates and charges in Attachment A. If invoices are submitted on a monthly basis, they must be submitted by the tenth (10th) day of the month for services rendered in the prior month. The JPA shall pay for work satisfactorily performed within thirty (30) days after receipt of a statement. Without the prior written approval of the JPA, the total amount payable by JPA for Consultant's services pursuant to this Agreement shall not exceed \$49,500.00 for services rendered through June 30, 2023.

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

5. Insurance.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. [intentionally omitted]

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

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

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

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

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

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

12. [intentionally omitted]

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

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

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

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

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

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

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

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

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

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

Los Vaqueros Reservoir Joint Powers Authority

By: _____ Date: _____
Name: Taryn Ravazini
Title: Executive Director

CONSULTANT: Ibrahim Khadam

By: _____ Date: _____
Name: Ibrahim Khadam

APPROVED AS TO FORM:

JPA Legal Counsel

**Consulting Services Agreement
Between Los Vaqueros Reservoir Joint Powers Authority (“JPA”) and
Ibrahim Khadam (“Consultant”)**

Task Order 1 - JPA Administration Planning and Technical Support

The Consultant will provide technical and planning support as requested by the JPA Executive Director related to the following activities:

1. Federal Agreement Development Support:

The Bureau of Reclamation continues to assess federal interest and participation in the Los Vaqueros Reservoir Expansion Project (LVE) following the completion of the Federal Feasibility Report in 2020. The Consultant will provide as needed planning and technical services to support ongoing engagement with Reclamation to issue the Record of Decision and secure federal construction funds.

2. Contracts for the Administration of Public Benefits Support:

Contracts for the administration of public benefits between the JPA and Department of Water Resource (DWR), and between the JPA and California Department of Fish and Wildlife (CDFW) are required ahead of the final award hearing for the LVE Water Storage Investment Program funding. The Consultant will provide as-needed planning and technical services to develop presentations and briefing materials, and review draft agreement documents in support of contract negotiations with DWR and CFDW.

3. JPA Members’ Service Agreements Support:

The Service Agreements with the JPA Members are planned to be formalized by the end of 2023. One of the outstanding items is a resolution on the mechanism for sharing of storage and delivery capacity. This is especially important during times of constrained capacity and high demand leading to competition among the JPA Members. The Consultant will develop materials and tools to support discussion and negotiations among JPA Members to clarify the nature and timing of constraints, develop illustrative scenarios to highlight how sharing mechanisms might work, and memorialize findings and recommendations.

Deliverables:

- Presentations, briefing materials, and meeting summaries, as requested
- Draft and Final Technical Memoranda, as requested

Task Order 2 – WIFIA Loan Application Support

Following submittal of a letter of interest to the U.S. Environmental Protection Agency, LVE was invited to continue to the application process for a WIFIA Loan. The WIFIA program conducts a detailed financial and engineering review of the project. Based on that review, the WIFIA program proposes terms and conditions for the project and negotiates them with the applicant until they develop a mutually agreeable term sheet and loan agreement. Under this Task Order, the Consultant will in conjunction with the Authority’s financial consultant, provide

as-needed planning, cost, and economic analysis to support the preparation of the WIFIA loan application documentation.

Deliverables

- Draft and Final WIFIA loan application sections and attachment, as requested.

Consultant Rates: Consultant will provide services to the JPA at the rate of \$235.00 per hour. Consultant will invoice the JPA on a monthly basis for services provided in the prior month.

ITEM 1.4: TREASURER’S REPORT – MONTH ENDED OCTOBER 31, 2022

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

Staff has prepared the Treasurer’s Report for October 2022. This report was reviewed by the Finance Committee at its November 16 meeting.

ALTERNATIVES:

For discussion purposes

FISCAL ANALYSIS:

None

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Treasurer’s Report for Month Ended October 31, 2022



TREASURER’S MONTHLY REPORT

MULTI-PARTY AGREEMENT STATUS

Amendment No. 4 to the Multi-party Cost Share Agreement (MPA) was approved by the JPA on November 9. Following approval and execution by the JPA Members an invoice for \$1,094,00 per agency will be sent out in January 2023.

DECEMBER 14, 2022

UPCOMING ACTIVITIES

November 16 at 2:30 – Finance Committee Meeting via Zoom

TBD – Finance workgroup meeting (agenda TBD)

December 22 at 1:00 – Finance Committee Meeting via Zoom

Finance Committee Members:

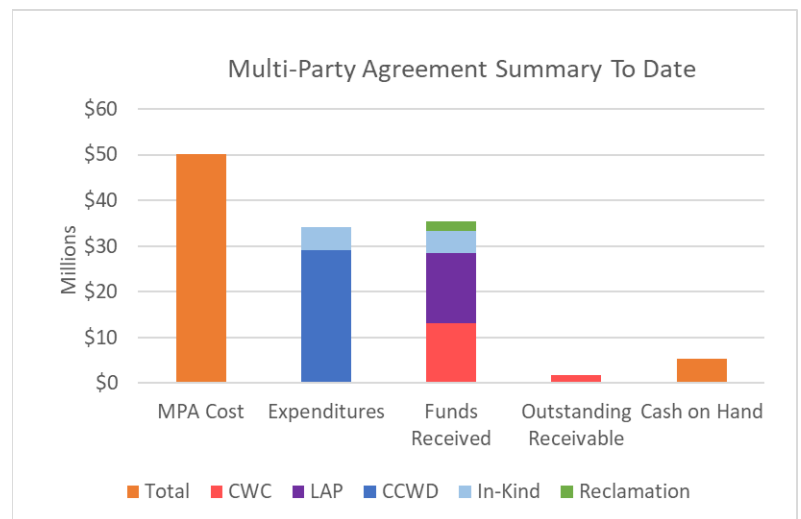
Chair: Anthea Hansen, SLDMWA

Vice-Chair: Paul Sethy, ACWD

John Coleman, EBMUD

Linda LeZotte, SCVWD

The following chart provides an overview of the MPA expenditures through October 31, 2022 in addition to in-kind services, funds received, outstanding receivable, and cash on hand. All LAPs remain in good standing and the Project cash on hand remains positive.



ACRONYM KEY

ACWD – Alameda County Water District

CCWD – Contra Costa Water District

CWC – California Water Commission

EBMUD – East Bay Municipal Utility District

LAP – Local Agency Partners

MPA – Multi-party Cost Share Agreement

SCVWD – Santa Clara Valley Water District (Valley Water)

SLDMWA – San Luis & Delta-Mendota Water Authority

WIFIA LOI – Water Infrastructure Finance and Innovation Act Letter of Interest

MPA Summary to Date:

MPA Cost: \$50,187,865 (total through Amendment No. 3)

Expenditures:

CCWD: \$29,122,852 (includes consultants and legal services)

LAP: \$4,950,678 (in-kind services)

Total: \$34,073,530

Funds Received:

CWC: \$13,211,826

Reclamation: \$2,022,209

LAP: \$15,194,842 (cash contributions)

LAP: \$4,950,678 (in-kind services)

Total: \$35,379,556

Outstanding Receivable:

CWC: \$1,729,043

Reclamation: \$0

LAP: \$0

Cash on Hand: \$5,298,216

FEDERAL FUNDING STATUS

A total of \$82 million was allocated to the Project in the Bipartisan Infrastructure Law FY22 Spend Plan. Previous awards of Federal funding during FY21 and FY22 include \$10 million in pre-construction funding and \$54 million in construction funding. An assistance agreement has been executed with Reclamation for a total of \$7.2 million in federal funding for permitting, design, and other pre-construction activities and the initial invoice has been paid.

Future Federal funding requests include the remainder of the requested federal share of 21 percent of the total project cost (approximately \$67 million). Some portion of the federal funding share may be available in the upcoming appropriations under the Water Infrastructure Improvements for the Nation (WIIN) Act.

STATE FUNDING STATUS

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

The Early Funding Agreement with the CWC provides for a cost share of 50 percent of eligible costs through December 31, 2022. An amendment was approved by the CWC on May 18, 2022 to extend the agreement through December 31, 2023 and include \$927,917 in additional early funding that is now available as a result of the inflation adjustments to the total award amount. The summary below reflects the Early Funding Agreement prior to the amendment. The Total Budget and other budget status information will be updated in the next monthly report to reflect execution of the amendment on November 3, 2022.

Early Funding Agreement Summary to Date:

Total Budget:	\$45,900,000
Total Program Funding:	\$22,950,000 (50 percent cost share)
Total Billed To Date:	\$29,881,739 (65% spent to date)
Total Amount Remaining:	\$16,018,261
Total Retention To Date:	\$623,884
Outstanding Invoices:	\$1,105,159

ACTION ITEMS

ITEM 2.1: APPROVAL OF FORMATION OF AD HOC COMMITTEE REGARDING DESIGN AND CONSTRUCTION PRINCIPLES

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

CCWD staff has made presentations to the Operations and Engineering Committee and Finance Committee regarding the draft Design and Construction Principles applicable to CCWD's Los Vaqueros Expansion projects. Those draft principles have been reviewed by the Design Review Team, which consists of various Member agency staff members. However, those principles have not been reviewed by Authority staff or at the Board level. Staff believes it is prudent to have the Design and Construction Principles reviewed at the Board level and use of an ad hoc committee will allow that to occur in an efficient manner.

Section 4.1 of the Authority's Bylaws require that the Authority's Board of Directors approve formation of any committee.

ALTERNATIVES:

The Board could proceed without having a committee formed for this purpose or could make this committee a standing committee.

FISCAL ANALYSIS:

Not applicable

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

None

ITEM 2.2: APPROVAL OF CONFLICT OF INTEREST CODE

RESPONSIBLE/LEAD STAFF MEMBER:

James Ciampa, General Counsel

DISCUSSION:

Shortly after the Authority was formed, we prepared a draft of the Authority's Conflict of Interest Code and submitted it to the Fair Political Practices Commission ("FPPC") for approval because the FPPC is the code reviewing body due to the fact the Authority consists of members from multiple counties. We have had intermittent communications with the FPPC over the months and in early August received their suggested revisions to the draft Code.

The draft Code was presented to the Board at the October Board meeting and comments were made concerning suggested revisions to clarify staffing of the Authority now that the Executive Director is in place. A revision was made (as shown in redline in the attached version of the Code) and was presented to the FPPC, which has now approved the draft Conflict of Interest Code.

If the Board approves this Code, a 45-day public comment period will commence to run and if any interested person requests, a public hearing would be held in connection with adoption of the Code. If no request for a public hearing is received, the Board would provide its final approval of the Conflict of Interest Code at a meeting after the 45-day comment period has ended.

ALTERNATIVES:

The Board could defer action on the draft Conflict of Interest Code and wait for the FPPC's final feedback.

FISCAL ANALYSIS:

Not applicable

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Draft Conflict of Interest Code, as revised

**CONFLICT OF INTEREST CODE
OF THE
LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY**

The Political Reform Act (Government Code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) that contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing, the standard code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This incorporation page, Regulation 18730 and the attached Appendix, designating positions and establishing disclosure categories, shall constitute the conflict of interest code of the **Los Vaqueros Reservoir Joint Powers Authority (the "Authority")**.

All officials and designated positions required to submit a statement of economic interests shall file their statements of economic interests with the **Authority's** Clerk, or their designee, as the **Authority's** Filing Officer/Official. The **Authority's** Clerk, or their designee, shall retain the originals of the statements filed by all officials and designated positions and shall make the statements available for public inspection and reproduction during regular business hours. (Gov. Code Sec. 81008.)

APPENDIX
CONFLICT OF INTEREST CODE
OF THE
LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
EXHIBIT “A”

OFFICIALS WHO MANAGE PUBLIC INVESTMENTS

The Authority’s officials, including those of its Administrator, Contra Costa Water District, who manage public investments, as defined by 2 Cal. Code of Regs. § 18701(b), are NOT subject to the Authority’s Code, but must file disclosure statements under Government Code Section 87200 et seq. [Regs. § 18730(b)(3)]. These positions are listed here for informational purposes only.

It has been determined that the positions listed below are officials who manage public investments¹:

Members of the Authority’s Board of Directors and Alternates

Administrator

Secretary (if not a Director)

Treasurer (if not a Director)

Investment consultant, if any

¹ Individuals holding one of the above-listed positions may contact the Fair Political Practices Commission for assistance or written advice regarding their filing obligations if they believe their position has been categorized incorrectly. The Fair Political Practices Commission makes the final determination whether a position is covered by § 87200.

DESIGNATED POSITIONS

Designated Positions Title or Function	Disclosure Categories Assigned
General Counsel for the Authority	1, 2
Executive Director	3, 4, 6, 7
Program Manager	2, 3, 4, 6, 7
Consultants/New Positions	*

~~Note: Positions are filled by employees of Contra Costa Water District, but act in a staff capacity for the Authority.~~

*Consultants/new positions shall be included in the list of designated positions and shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations:

The Administrator may determine in writing that a particular consultant or new position, although a "designated position," is hired to perform a range of duties that is limited in scope and thus, is not required to comply fully with the disclosure requirements described in this section. Such determination shall include a description of the consultant's or new position's duties and, based upon that description, a statement of the extent of disclosure requirements. The Administrator's determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-interest code. (Government Code Section 81008.)

EXHIBIT B

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of economic interests that the designated position must disclose for each disclosure category to which they are assigned.

Category 1: All investments and business positions in business entities, and sources of income, including receipt of gifts, loans and travel payments, that are located in, that do business in or own real property within the Authority's jurisdiction.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside of, the Authority's jurisdiction, including any leasehold, beneficial or ownership interest or option to acquire property.

Category 3: All investments and business positions in business entities, and sources of income, including receipt of gifts, loans and travel payments, that are engaged in land development, construction or the acquisition or sale of real property within the Authority's jurisdiction.

Category 4: All investments and business positions in business entities, and sources of income, including receipt of gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Authority or its Administrator.

Category 5: All investments and business positions in business entities, and sources of income, including receipt of gifts, loans and travel payments, that provide services, products, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Position's department, unit or division.

Category 6: All investments and business positions in business entities, and income, including the receipt of loans, gifts and travel payments, from sources that have filed a claim against the Authority or its Administrator during the previous two years, or have a claim pending against the Authority or its Administrator.

Category 7: All investments, business positions and income, including gifts, loans and travel payments, or income from a non-profit organization, if the source is the type to receive grants or other monies from or through the Authority.

ITEM 2.3: APPROVAL OF CREDIT RATING AGENCY FOR WIFIA LOAN

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

The Authority has been invited to submit an application for a loan under the U.S. Environmental Protection Agency's WIFIA Loan Program. Clean Energy Capital, the Authority's financial consultant, has solicited and received pricing proposals from three credit rating agencies to obtain the ratings required for the potential WIFIA loan. Clean Energy Capital will present those proposals to the Board and provide its recommendation with respect to selection of a credit rating agency.

ALTERNATIVES:

For discussion purposes

FISCAL ANALYSIS:

Fiscal impact is to be determined

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Credit Rating Proposal Summary slide deck



Los Vaqueros Reservoir JPA Credit Rating Proposal Summary

December 14, 2022



Credit Rating Background

- Clean Energy Capital has initiated the process of obtaining a credit rating for the Los Vaqueros Reservoir JPA, per WIFIA requirements

- We have requested and received fee proposals from the three credit rating agencies (Fitch, Moody's, Standard & Poor's)

- Pricing proposals include:
 - Indicative Rating fee (required for WIFIA application)
 - Final Rating fee (required for WIFIA loan closing)
 - Ongoing annual surveillance fee (for maintenance of rating going forward)

Fee Proposals

Fitch	<u>Fee</u>	<u>Less</u>	<u>Net Fee</u>	<i>*No fee discount applied to either rating fee</i>
	<u>Estimate</u>	<u>Discount*</u>		
Indicative Rating (net)	75,000	0	75,000	
Final Rating (net)	50,000	0	50,000	
Total Rating Fees			125,000	
Annual Surveillance Fee			7,000	
		10-Year NPV	174,785	

Standard & Poor's	<u>Fee</u>	<u>Less</u>	<u>Net Fee</u>	<i>*Fee discount will be applied if the Final Rating is secured within 12-18 months of Indicative Rating</i>
	<u>Estimate</u>	<u>Discount*</u>		
Indicative Rating (net)	50,000	0	50,000	
Final Rating (net)	105,500	22,000	83,500	
Total Rating Fees			133,500	
Annual Surveillance Fee			0	
		10-Year NPV	128,365	

Moody's	<u>Fee</u>	<u>Less</u>	<u>Net Fee</u>	<i>*Fee discount will be applied if the Final Rating is secured within 6+ months of Indicative Rating</i>
	<u>Estimate</u>	<u>Discount*</u>		
Indicative Rating (net)	75,000	0	75,000	
Final Rating (net)	150,000	75,000	75,000	
Total Rating Fees			150,000	
Annual Surveillance Fee			5,000	
		10-Year NPV	183,225	

Discount at Risk

- The discounted fees in each proposal will expire if the Final Rating is not secured within the stated timeline
- Securing the Final Rating will require executed Project agreements, including Service Agreements

10-Year NPV Comparison

	<u>With</u> <u>Discount</u>	<u>Without</u> <u>Discount</u>	<u>Discount @</u> <u>Risk</u>
Fitch	\$174,785	\$174,785	\$0
S&P	\$128,365	\$149,519	\$21,154
Moody's	\$183,225	\$255,341	\$72,115

■ Fitch

- Competitive fee proposal
- No discount at risk

■ Standard & Poor's

- Lowest fee proposal
- Reasonable discount at risk (extended expiration for credits)

■ Moody's

- Highest fee proposal
- Significant discount at risk (tight expiration date for credits)

Credit Rating Timeline

Date	Task	Participants
December 14	JPA Board Meeting - select rating agency to engage	CEC, Board
December/January	Share project information, key agreements, partner financial data, etc.	CEC, Partners
February	Respond to additional information requests	CEC, Partners
February	Draft rating agency presentation	CEC
March	Review/comments on draft rating agency prez	Partners
End of March	Rating Agency Presentation	CEC, Partners
April	Receive Indicative Credit Rating	CEC, Partners

DECEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JANUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Meeting Dates

Information Requests

Drafting Rating Prez

Finalizing Rating Prez

ITEM 4.4: BOARD POLICY AND ACTION CALENDAR

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

The updated Board Policy and Action Calendar is provided for the Board's information, including Authority Board meeting items by month for the next six months. In addition, the overview graphic is included, organized by functional area to show potential discussion and action items for Authority Board and Committee meetings for the remainder of 2022 and early 2023.

ALTERNATIVES:

Not applicable

FISCAL ANALYSIS:

Not applicable

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

6-Month Calendar and Outline of Board Policies and Actions

Overview Graphic of 2022-23 Draft Major Policy Calendar

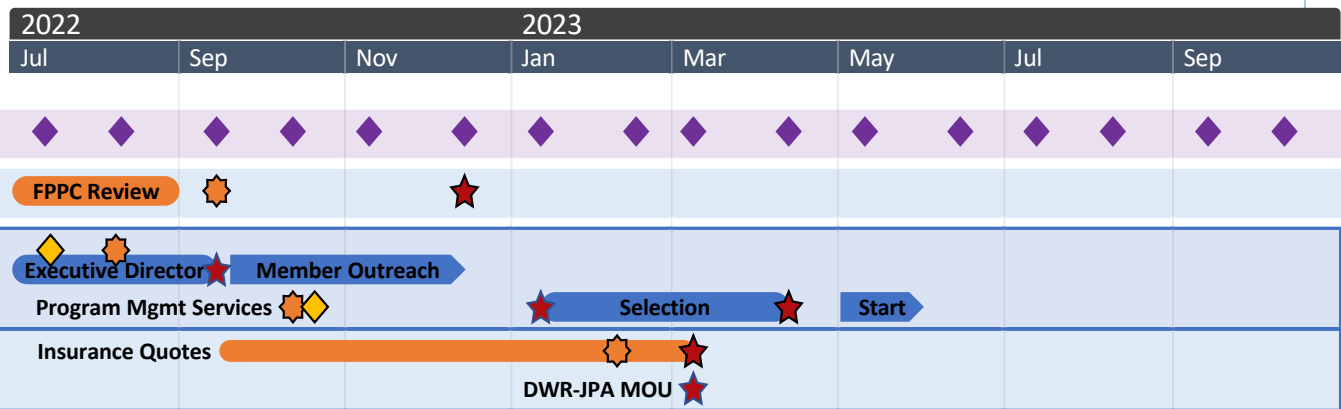
**LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
6-MONTH CALENDAR AND OUTLINE OF BOARD POLICIES AND ACTIONS**

6-Month Calendar	
Board Activities	Committee Activities
<i>December 2022</i>	
Conflict of Interest Code [Action] WIFIA Loan Credit Rating Contract Award [Action]	Service Agreement Approach [Finance Committee] Draft FY24 Budget [Finance Committee] Pumping Plant #1 (physical model results) [O&E Committee]
<i>January 2023</i>	
Program Management Services RFP [Action]	Draft CCWD Design and Construction Agreement Principles [Ad Hoc Committee] Bridge Funding [Joint Finance and O&E Committee?]
<i>February 2023</i>	
Liability and Errors and Omissions Insurance [Discussion]	Draft FY24 Budget [Finance Committee] Multi-Party Amendment 5 [Finance Committee] Bank Services [Finance Committee] EBMUD Facilities Usage Agreement [O&E Committee]
<i>March 2023</i>	
DWR-JPA MOU [Action] Liability and Errors and Omissions Insurance [Action] Bank Services [Discussion] Draft Contracts for Administration of Public Benefits [Discussion] FY 24 Budget [Discussion] Multi-Party Amendment 5 [Discussion] CCWD Design and Construction Principles [Discussion]	Service Agreement [Finance Committee] Transfer Bethany Pipeline Inspection Results [O&E Committee]

6-Month Calendar	
Board Activities	Committee Activities
<i>April 2023</i>	
Program Management Agreement [Action] Bank Services [Action] Draft CCWD Facilities Usage Agreement [Discussion] Draft EBMUD Facilities Usage Agreement [Discussion] CCWD Design and Construction Principles [Discussion]	FY 24 Budget [Finance Committee] Multi-Party Amendment 5 [Finance Committee]
<i>May 2023</i>	
CCWD Facilities Usage Agreement [Action] EBMUD Facilities Usage Agreement [Action] CCWD Design and Construction Principles [Action] FY 24 Budget [Discussion] Multi-Party Amendment 5 [Discussion] Service Agreement Approach [Discussion]	FY 24 Budget [Finance Committee] Multi-Party Amendment 5 [Finance Committee] WIFIA Application [Finance Committee]

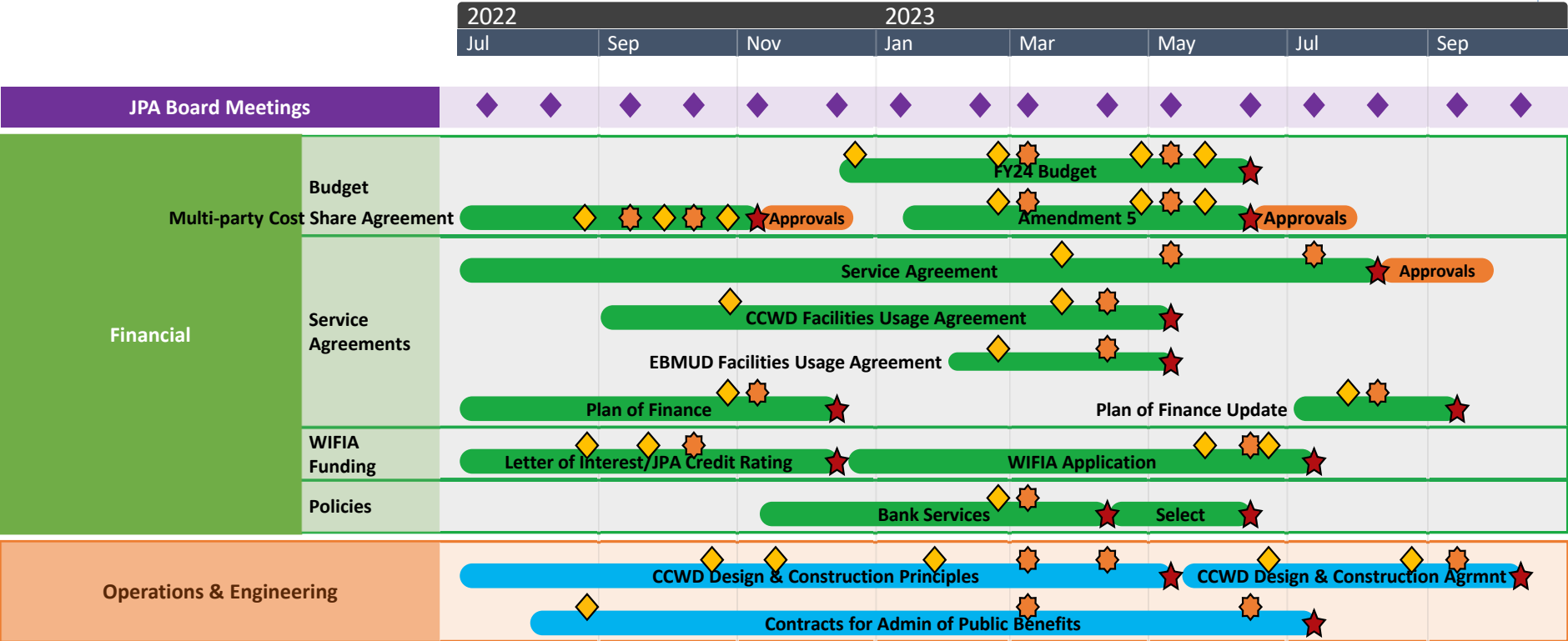
Los Vaqueros Reservoir Joint Powers Authority Draft 2023 Major Policy Calendar *Dates Subject to Change*

 CWC Award Hearing



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

CWC Award Hearing



Future Agreements to Develop (Schedules TBD)

EBMUD Design & Construction Agreement, Conveyance Agreement(s) (e.g., SBA), O&M Agreements, CCWD Backstop Agreement

Key: ◆ Committee Discussion ⚙ Board Discussion ★ JPA Board Action

ITEM 4.5: COMMITTEE MEETING SUMMARIES

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

None

DISCUSSION:

The Operations and Engineering Committee and Finance Committee meeting summaries from their respective November meetings follow.



SUMMARY OF REGULAR MEETING OF OPERATIONS AND ENGINEERING COMMITTEE

November 17, 2022 – 10:00 a.m.

All Chair Jose Gutierrez and Committee Member Antonio Martinez were present. Committee members Steve Ritchie and Jonathan Wunderlich were absent.

1.1 October 20, 2022 Operations and Engineering Committee Meeting Summary.
The summary from the October 20, 2022 Operations and Engineering Committee meeting was presented and was accepted without change.

1.2 Design Update of Transfer-Bethany Pipeline Turn-In.

Chris Hentz, CCWD LVE Engineering Manager, introduced Bryan Perkins, CCWD's Senior Engineer, who provided the Committee with background information and an update of the Transfer-Bethany Pipeline Turn-In Design. Mr. Perkins explained the Transfer-Bethany Pipeline will convey water from CCWD's transfer facility to the California Aqueduct. A Turn-In Agreement is needed with the Department of Water Resources ("DWR") to construct this facility on DWR's property and DWR must review and approve the Turn-In Design prior to executing the Turn-In Agreement. DWR is currently reviewing the 90% design for the Turn-In. The Turn-In Agreement is anticipated to be between the Authority and DWR and will identify roles and responsibilities for construction, long-term operations and maintenance, flow metering costs, and control of facilities, will identify rights of access and facility ownership and will reference water quality monitoring requirements.

The alignment of the Transfer-Bethany Pipeline was also discussed. The California Department of Fish and Wildlife has recently requested further evaluation of potential alignments that avoid conserved lands and CCWD has undertaken significant effort over the last two months in working on the alignment. Final alignment selection is anticipated in early 2023.

There also will be a future Operations and Maintenance Agreement between the Authority and CCWD that will be necessary once the facility is built, although that may change if a different Authority member agency undertakes the maintenance responsibilities.

Chair Gutierrez asked for information about the acquisition of land for the Transfer-Bethany Pipeline. Chris Hentz advised that CCWD is developing an analysis and

recommendation on the types of property rights to be used for the facility, either fee title or easement rights. The Authority's Executive Director will then review the recommendations and decide on which and when to bring those recommendations to the Authority's Board of Directors.

1.3 Review of LVE Labor Stabilization Program

Executive Director Tayrn Ravazzini introduced Luis Llamas, principal engineer at CCWD, who provided the Committee with an overview of the Los Vaqueros Labor Stabilization Program and the use of Project Labor Agreements ("PLA"). Project Labor Agreements can be used to provide labor stability by reducing the potential for lack of skilled labor or work stoppages by establishing standard working conditions, dispute resolution mechanisms and access to established craft worker referral systems. CCWD is currently negotiating the PLA with Contra Costa Building & Construction Trades Council and their affiliated unions. CCWD will include the PLA in bid documents. The PLA must be signed by successful bidders and the terms will be binding for the duration of the construction contract.

Chair Gutierrez asked if the PLA would require general contractors hire only represented or union labor or could they hire non-union employees as long as they comply with prevailing wage and submit wage sheets to Department of Industrial Relations. Mr. Llamas replied that contractors will agree to pull all craft workers from the local union halls. However, the general contractors are not required to be union shops and a non-union contractor may be able to use unionized craft workers.

1.4 Discussion of Future Committee Meeting Procedures and Attendance

Executive Director Tayrn Ravazzini said the Authority's Board of Directors determined at its November 9 meeting that the Board will begin meeting in-person in February 2023, but that the committees may continue to meet remotely, if they choose to, and will need to comply with the Brown Act agenda, posting and public access requirements. Executive Director Ravazzini and the Authority are working to compile a set of guidelines to help members with the process they will need to go through in order to continue with remote meetings.

Committee Member Martinez asked if travel costs to attend meetings are reimbursable. General Counsel Ciampa responded that the Authority does not have direct compensation or reimbursement policies in place for Directors, Alternate Directors or Committee Members at this time. Mr. Ciampa stated he thought that Authority meeting compensation and expenses were being paid Member Agencies. Chair Gutierrez confirmed that the Authority's JPA Agreement provides that is no compensation is to be paid by the Authority and those costs are borne by each Member Agency.

Chair Gutierrez favors Zoom meetings as it is efficient and he has no problem posting notices at his office where members of the public can join him in his office or in the boardroom.

Chair Gutierrez asked if the Committee meetings are considered "regular" meetings that require at least 72-hours' prior notice. General Counsel Ciampa answered the Committee meetings are considered to be regular meetings requiring 72-hour notice.

FUTURE AGENDA ITEMS:

- Presentation on Pumping Plant No. 1, physical model results, in December 2022;
- Possible joint Finance and O&E meeting early in the first quarter of 2023 to form a work group or committee for design and construction principles and the concept of bridge funding;
- Transfer Pipeline inspection results are expected in the latter part of first quarter of 2023 which will need to be processed and reviewed by the consultants and then prepared for presentation;

The December Committee meeting is scheduled for 10:00 a.m. on December 15, 2022. The meeting was adjourned at 11:40 a.m.

James D. Ciampa

James D. Ciampa
General Counsel



SUMMARY OF REGULAR MEETING OF FINANCE COMMITTEE

SUMMARY OF REGULAR MEETING OF FINANCE COMMITTEE

November 16, 2022 – 2:30 p.m.

Present at the meeting were Chair, Anthea Hansen, Vice Chair, Paul Sethy, and Committee members Linda J. LeZotte and John Coleman.

1.1 October 27, 2022 Finance Committee Meeting Summary. The draft summary of the October 27, 2022 Finance Committee meeting was presented for the Committee's information. General Counsel Jim Ciampa stated this summary was previously included in the materials at the November 9, 2022 Board of Directors' meeting. No changes were made by the Committee.

1.2 Review of Draft Principles related to the Design and Construction Agreement to be Entered into with CCWD. Taryn Ravazzini, Executive Director, introduced Chris Hentz, CCWD's Los Vaqueros Expansion Engineering Manager, who provided the Committee with the concepts and related issues that will be addressed in the Design and Construction Agreement (DCA) the Authority will enter into with CCWD. He noted that a separate Design and Construction Agreement will be needed between the Authority and East Bay Municipal Utility District (EBMUD) for improvements to EBMUD's Walnut Creek Pumping Plant. Committee members posed various questions regarding spending authority with respect to the construction of the facilities and the funding to be provided by the California Water Commission. Questions were also asked concerning the land acquisition process. Mr. Hentz advised that CCWD will develop a plan for land acquisition that will be provided to the Authority and will include the anticipated use of easements and acquisition of fee title, including possibly through eminent domain. Chair Hansen asked whether a risk register will be developed. Mr. Hentz advised a risk register will be developed and will be brought to the Authority's Board for discussion and approval.

Committee members Sethy and Coleman left the meeting at 3:00 p.m. due to scheduling conflicts.

1.3 Discussion of Future Committee Meeting Procedures and Attendance.

Executive Director Ravazzini advised that at the November 9, 2022 Board meeting the Board approved each Authority committee to determine how it will conduct its meetings after the current provisions of AB 361 are no longer available. General Counsel Ciampa noted that if the Committee meets virtually after the current provisions under AB 361 are no longer available, the address of each teleconference location must be included in the agenda, the agenda must be posted at each teleconference location and each teleconference location must be accessible to the public. Chair Hansen suggested that the Executive Director and General Counsel compile guidelines for the Committee members to inform them of the procedures to be followed with respect to such continuing virtual meetings.

1.4 Draft Treasurer’s Report – Month Ended October 31, 2022. The Draft Treasurer’s Report for October 31, 2022 was presented by Executive Director Ravazzini. After discussion, the Committee unanimously concurred to present the Treasurer’s Report, in the form presented, to the Board of Directors for approval at the December 14, 2022, Board meeting.

Committee member LeZotte advised the Board that she and Director Kremen will not be representing Santa Clara Valley Water District at the December Board meeting. Pending her retirement, this will be her final meeting. Marguerite Patil, Interim Administrator, advised the Committee that Board Chair Angela Ramirez Holmes will select the replacement for Committee member LeZotte on this committee.

Chair Hansen requested that the acronym for the San Luis & Delta-Mendota Water Authority be included in the Treasurer’s Report. Executive Director Ravazzini apologized for the oversight.

FUTURE AGENDA ITEMS:

- The draft 2023-24 fiscal year Budget development
- General approach to service agreements
- WIFIA loan update
- Follow-up on bank services

Also, Executive Director Ravazzini will follow-up with Committee members to determine their availability for the December 22, 2022 Committee meeting or if selecting an alternate date will be necessary.

The meeting adjourned at 3:29 p.m.

James D. Ciampa

James D. Ciampa
General Counsel