



**LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
AGENDA**

Regular Meeting of the Board of Directors
May 19, 2023 – 10:00 a.m.

To be held at:

ZONE 7 WATER AGENCY

100 North Canyons Parkway
Livermore, CA 94551

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

Directors and Alternate Directors Participating Telephonically:

Alternate Director Richard Santos – 3580 Sierra Road, San Jose, California 95132

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

ALTERNATE DIRECTORS

Jonathan Wunderlich, Alternate Director, Alameda County Water District
Antonio Martinez, Alternate Director, Contra Costa Water District
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
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 12, 2023 Board of Directors Meeting**
- 1.2 Treasurer’s Report – Month Ended March 31, 2023**

ACTION ITEMS

- 2.1 Approval of Contract with the Hallmark Group for Program Management Services**
- 2.2 Approval of Contract for Federal Relations Consultant**
- 2.3 Adoption of Resolution No. 5-23-01 Authorizing Submission of Water Infrastructure Finance and Innovation Act (WIFIA) Loan Application**
- 2.4 Approval of Creation of Ad Hoc Committee on CCWD Facilities Usage Agreement**

2.5 Approval of Membership in Association of California Water Agencies

DISCUSSION ITEMS

3.1 Service Agreement Approach and Schedule Update

3.2 Financial Transition Update

3.3 FY 24 Budget Update, Draft FY 24 Budget Book and Multi-Party Cost Share Agreement Amendment No. 5

FUTURE AGENDA ITEMS

REPORTS

4.1 Directors

- **Report from CCWD Design and Construction Agreement Ad Hoc Committee**

4.2 Executive Director

4.3 General Counsel

4.4 Board Policy and Action Calendar

4.5 Committee Meeting Summaries

ADJOURNMENT

CONSENT CALENDAR

ITEM 1.1: APPROVAL OF MINUTES FROM APRIL 12, 2023 BOARD OF DIRECTORS MEETING

RESPONSIBLE/LEAD STAFF MEMBER:

James Ciampa, General Counsel

RECOMMENDATION:

That the Authority's Board of Directors approve the attached minutes from the April 12, 2023 Board of Directors meeting.

DISCUSSION:

The Assistant Clerk, General Counsel and Executive Director have prepared the attached draft minutes from the April 12, 2023 Board of Directors meeting.

ALTERNATIVES:

Any suggested revisions to the draft April 12, 2023 Board meeting minutes will be considered.

FISCAL ANALYSIS:

Not applicable

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Draft minutes from April 12, 2023 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 12, 2023 – 9:30 a.m.

Chair Angela Ramirez Holmes called the meeting to order at 9:30 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
Ernesto Avila, Director, Contra Costa Water District
Michael Tognolini, Director, East Bay Municipal Utility District
Rebecca Eisenberg, Director, Santa Clara Valley Water District (arrived at 9:47 a.m.)

ALTERNATE DIRECTORS

Jonathan Wunderlich, Alternate Director, Alameda County Water District
Antonio Martinez, Alternate Director, Contra Costa Water District
*Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
*Richard Santos, Alternate Director, Santa Clara Valley Water District
Sandy Figuers, Alternate Director, Zone 7 Water Agency

*participated in place of absent Director; Alternate Director Santos acted in place of Director Eisenberg until her arrival

ABSENT

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

STAFF PRESENT

Taryn Ravazzini, Executive Director
James Ciampa, Lagerlof, LLP, General Counsel
Mike Waltz, InterWest Insurance
Marguerite Patil, Contra Costa Water District
John Bezdek, Water and Power Law Group, PC
Norma I. Alley, MMC, Assistant Board Clerk

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

CONSENT CALENDAR

- 1.1 Approval of Amended Minutes from February 8, 2023, Board of Directors Meeting**
- 1.2 Approval of Minutes from March 8, 2023, Board of Directors Meeting**
- 1.3 Treasurer’s Report – Month Ended February 28, 2023**

Chair Holmes requested Item 1.2 be pulled and heard under separate motion.

Upon motion by Director Sethy, seconded by Vice Chair Hansen, the Consent Calendar consisting of Items 1.1 and 1.3, was approved by the following roll call vote:

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

The motion passed with an 8-0 vote.

Chair Holmes requested changes to the March 8, 2023 Board meeting minutes included as Item 1.2 of the agenda to reflect the following two changes: (1) Page 14 of packet: Section 2.1, 1st paragraph, 3rd sentence from bottom of paragraph says General Counsel Ciampa noted the process will be utilized in the 2023 filing; and (2) Under Reports, Section 4.1, change “Chair Ramirez Holmes apologized for the audio issue at the beginning of the meeting,” to add, “which was promptly corrected.”

Upon motion by Alternate Director Santos, seconded by Director Tognolini, the Consent Calendar consisting of Item 1.2, as amended, was approved by the following roll call vote:

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

The motion passed with a 7-0-1 vote, with Director Avila abstaining.

ACTION ITEMS

2.1 Appointment of Authority Auditor for Fiscal Year 2022

Executive Director Taryn Ravazzini reported the Authority must file its audit for the 2021-22 Fiscal Year with the State Controller’s Office by June 30, 2023. To meet that filing requirement, staff informed the Board at the March 8 Board meeting that the Authority would engage Maze & Associates to prepare the Fiscal Year 2022 audit and related Special District Financial Transactions Report at a cost of \$7,800.

The Authority’s Joint Exercise of Powers Agreement, in Section 4.4, authorizes the Board of Directors to appoint the Authority’s auditor. Based on the action described above, it is necessary for the Board to act to appoint Maze & Associates as the Authority’s auditor for the 2021-22 Fiscal Year.

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

After discussion, upon motion by Treasurer Sethy, seconded by Alternate Director Santos, the appointment of Maze & Associates as the Authority Auditor for Fiscal Year 2022, was approved by the following roll call vote:

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

The motion passed with an 8-0 vote.

2.2 Procurement of Authority Public Officials and Management Liability and General Liability Insurance and Approval of Related Conflict of Interest Waiver

Executive Director Ravazzini reported staff has investigated various alternatives from which to procure General Liability and Errors and Omission Insurance (also known as Public Officials and Management Liability Insurance) coverage for the Authority. Staff requested quotes for coverage from various public agency insurance pools. The staff worked with Mike Waltz with InterWest Insurance Services to assist in procuring the necessary coverage in a comprehensive and flexible manner. Staff received quotes for the General Liability and Public Officials and Management Liability Insurance from two providers, CalMutuals JPRIMA and Socius. The Finance Committee reviewed the two quotes at its March 23 meeting and unanimously recommended that the Authority proceed with procuring coverage through CalMutuals JPRIMA.

Mike Waltz, InterWest Insurance, gave a presentation, accompanied by PowerPoint, to review the two quotes received.

Director Eisenberg, Santa Clara Valley Water District, joined the meeting at 9:47 a.m. Alternate Director Santos, Santa Clara Valley Water District, stepped down as replacement to Director Eisenberg.

General Counsel Ciampa announced he is also General Counsel to CalMutuals JPRIMA, where his services are focused on governance and administrative issues and not coverage or other direct insurance issues. He noted the representation of both entities does present a potential conflict of interest, which will be addressed through a Conflict-of-Interest waiver letter that is included in the meeting materials.

Chair Ramirez Holmes called for public comments. Seeing no public comment, she closed public comment.

After discussion, upon motion by Alternate Director Ritchie, seconded by Director Eisenberg, the Board accepted the attached quote received from the California Association of Mutual Water Companies Joint Powers Risk and Insurance Management Authority; authorized the Executive Director to enter into all necessary agreement with CalMutuals JPRIMA to provide the specified General Liability and Public Officials and Management Liability Insurance at a cost not to exceed \$74,278; and approved the related Conflict of Interest waiver letter submitted by the Authority's General Counsel 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
 Michael Tognolini, Director, East Bay Municipal Utility District
 Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
 Rebecca Eisenberg, Director, Santa Clara Valley Water District

NOES: None

The motion passed with an 8-0 vote.

2.3 Amendment of Standard Services Agreement with Khadam Consulting, Inc.

Executive Director Ravazzini reported that at the December 14, 2023, Board of Directors meeting, the Board approved a contract with Khadam Consulting Inc. for Program Support Services to be provided to the Authority. The term of that contract runs through the end of the current fiscal year, June 30, 2023, and is in the amount not to exceed \$49,500. The services provided by Khadam Consulting Inc. relate to various ongoing activities, including assisting with communications with the U.S. Bureau of Reclamation and technical issues relating to the Service Agreement, including interacting with members concerning storage issues and running a model to demonstrate storage needs under various scenarios. As previously stated, Khadam Consulting Inc. and its principal, Ibrahim Khadam, possess a unique skill set that has shown itself to be tremendously helpful in assisting in these various technical aspects. Based on the level of services Khadam Consulting Inc. has provided over the past few months, it is necessary to increase the amount under that contract by an additional amount of \$60,000, to a total not to exceed amount of \$109,500, based on the estimated level of services to be provided in the range of \$20,000 per month for the remaining three months of the 2022-23 fiscal year.

Khadam Consulting, Inc. is included in one of the proposals received for Program Management services that was submitted to the Authority. If the proposer that includes Khadam Consulting, Inc. is selected to provide the Program Management services to the Authority, the services otherwise provided under the Authority's current contract with Khadam Consulting, Inc. will be shifted to the Program Management Agreement and this current contract will be terminated promptly. Director Avila was pleased that Khadam Consulting will be continuing to work in support of the Project, but expressed his concern over the evergreening of contracts. Vice Chair Anthea Hansen requested that if the Program Management proposer that included Khadam Consulting, Inc. in its proposal is selected, staff should attempt to negotiate that the proposer not include any markup on the costs billed by Khadam Consulting, Inc. for its services.

Chair Ramirez Holmes called for public comments. Seeing no public comments, she closed public comment.

Upon motion by Director Sethy, seconded by Director Eisenberg, the amendment of the Authority's contract with Khadam Consulting Inc. to increase the not to exceed amount of that contract from \$49,500 to \$109,500 and to add a provision to provide for the possible termination of the contract as specified and to authorize the Executive Director to execute any amendment, was approved by the following roll call vote:

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

Michael Tognolini, Director, East Bay Municipal Utility District
Steve Ritchie, Alternate Director, San Francisco Public Utilities Commission
Rebecca Eisenberg, Director, Santa Clara Valley Water District

NOES: None

The motion passed with an 8-0 vote.

DISCUSSION ITEMS

3.1 Fiscal Year 2024 Budget Overview and review of Amendment No. 5 to Multi-Party Cost Share Agreement

Executive Director Ravazzini reported development of the Authority's Fiscal Year 2024 Budget is continuing. The following presentation will provide an overview of the Budget at this stage of development, along with reviewing the preparation of Amendment No. 5 to the Multi-Party Cost Share Agreement.

Marguerite Patil, Contra Costa Water District, gave an overview of the 2023-24 Fiscal Year Budget, accompanied by a PowerPoint. Next steps for the FY 24 Budget will be a further review at the April 27 Finance Committee meeting and coordination with the development Amendment No. 5 to the Multi-Party Cost Share Agreement.

Chair Ramirez Holmes called for public comments. Seeing no public comment, she closed public comment.

Discussion commenced amongst the Board. Vice Chair Hansen inquired about the division of services between the Authority and CCWD and wants to ensure there is not a duplication of services. Director Avila asked that any Authority contracts for external affairs and agency negotiation support be identified and costs broken down in connection with further information to be provided to the Finance Committee. Executive Director Ravazzini stated that further detail will be provided.

Director Tognolini inquired regarding the reserves to be held by both CCWD and the Authority. Ms. Patil stated the reserves need to comply with the Authority's reserve policy and are based on two months of the respect CCWD and Authority service amount. Director Avila inquired about what happens if Amendment No. 5 to the Multi-Party Cost Share Agreement is not signed. General Counsel Ciampa responded that the Authority could eventually run out of funding and that any Authority member that fails to execute the amendment would likely be in breach of the JPA Agreement. Alternate Director Wunderlich asked whether unexpended carryover funds would be available to cover interim costs if there was a delay in execution of Amendment No. 5 to the Multi-Party Cost Share Agreement. Ms. Patil stated those carryover would be available if necessary.

Chair Ramirez Holmes noted this was a discussion item only, no action was to be taken by the Board.

3.2 Federal Relations Report

Executive Director Ravazzini reported that over the past several months Natural Resource Results, LLC, and Water and Power Law Group, PC, have engaged in advocacy, on the Authority's behalf, with various federal agencies, including the U.S. Bureau of Reclamation. Those efforts have been significant in informing agency management and staff of the importance of the Project and the need to proceed with issuance of the Record of Decision.

John Bezdek of Water and Power Law Group, PC, discussed his background and experience in working at the U.S. Department of the Interior and with the Bureau of Reclamation. He was joined by his associates Sara Tucker and Garrett Durst of Natural Resource Results, LLC and provided a summary of recent federal advocacy efforts. Mr. Bezdek then reported on the firms' efforts and the progress being made to date. He stated the Bureau of Reclamation has delegated significant authority on the Los Vaqueros Reservoir Expansion Project to the Regional Director, Ernest Conant, and Assistant Regional Director, Richard Welch. He stated a key meeting with Bureau of Reclamation management will take place on Friday, August 14 and it will be important to determine from that meeting what the Bureau desires from the Project.

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

Brief discussion commenced amongst the Board with several Board members expressing appreciation for the federal relations services done to date.

Chair Ramirez Holmes noted this was a discussion item only, no action was to be taken by the Board.

FUTURE AGENDA ITEMS

None.

REPORTS

4.1 Directors

Chair Ramirez Holmes announced the Ad Hoc Committee for review of the CCWD Design and Construction Agreement Principles was scheduled to meet April 13.

4.2 Executive Director

Executive Director Ravazzini highlighted her written staff report that was included in the meeting materials.

4.3 General Counsel

General Counsel Ciampa thanked the Board of Directors for submitting their Form 700s.

4.4 Board Policy and Action Calendar

Chair Ramirez Holmes stated the updated Board Policy and Action Calendar was included in the meeting materials for the Board's information.

4.5 Committee Meeting Summaries

Summaries from the March 16, 2023 Operations and Engineering Committee meeting and the March 23, 2023 Finance Committee meeting were provided for the Board's information.

PUBLIC COMMENTS ON CLOSED SESSION CLOSED SESSION

None.

Chair Ramirez Holmes called a break at 11:43 p.m. Meeting reconvened at 11:48 a.m.

5.1 Performance Evaluation – Government Code Section 54957

TITLE: Executive Director

RECONVENE IN OPEN SESSION

Open Session reconvened at 12:30 p.m.

REPORT OF ACTION, IF ANY, TAKEN IN CLOSED SESSION ACTION ITEM

Chair Ramirez Holmes reported the Executive Director has performed exceeding expectations, and she will be discussing compensation directly with the Executive Director, and report back to the Board.

ACTION ITEMS

6.1 Consideration of Possible Adjustment to Executive Director Compensation

No action was taken on this item.

ADJOURNMENT

The meeting was adjourned at 12:36 p.m.

Angela Ramirez Holmes, Chair

ATTEST:

Ellen Wehr, Secretary

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

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

Staff has prepared the Treasurer’s Report for March 2023. This report was reviewed by the Finance Committee at its April 27 meeting.

ALTERNATIVES:

For discussion purposes

FISCAL ANALYSIS:

None

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Treasurer’s Report for Month Ended March 31, 2023



TREASURER’S MONTHLY REPORT

MULTI-PARTY AGREEMENT STATUS

Amendment No. 4 to the Multi-party Cost Share Agreement (MPA) was previously executed and payment of \$1,094,00 per agency has been received by all JPA Member agencies. Amendment No. 5 has been drafted and sent to Member agency staff for review.

MAY 19, 2023

Upcoming Activities

May 25 at 1:00 p.m. – Finance Committee Meeting via Zoom

Finance Committee Members:

Chair: Anthea Hansen, SLDMWA

Vice-Chair: Paul Sethy, ACWD

Rebecca Eisenberg - SCVWD

Michael Tognolini, EBMUD

Acronym key

ACWD – Alameda County Water District

CCWD – Contra Costa Water District

CWC – California Water Commission

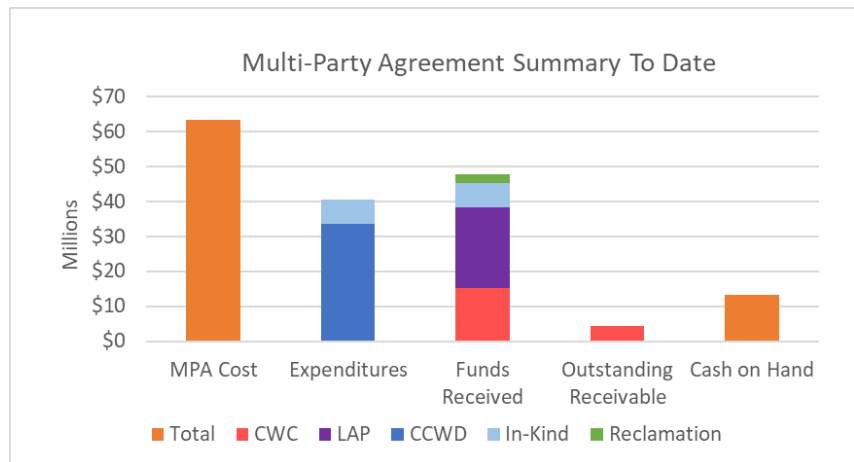
EBMUD – East Bay Municipal Utility District

LAP – Local Agency Partners

SCVWD – Santa Clara Valley Water District (Valley Water)

SLDMWA – San Luis & Delta-Mendota Water Authority

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



MPA Summary to Date:

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

Expenditures:

CCWD: \$33,413,550 (includes consultants and legal services)

In-kind: \$7,104,718 (LAPs and Reclamation)

Total: \$40,518,269

Funds Received:

CWC: \$15,309,450

Reclamation: \$2,420,227

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

In-kind: \$7,104,718 (LAPs and Reclamation)

Total: \$47,687,472

Outstanding Receivable:

CWC: \$4,235,822

Reclamation: \$0

LAP: \$0

Cash on Hand: \$13,138,626

FEDERAL FUNDING STATUS

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

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

STATE FUNDING STATUS

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

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

Early Funding Agreement Summary to Date:

Total Budget:	\$47,755,834
Total Program Funding:	\$23,877,917 (50 percent cost share)
Total Billed To Date:	\$39,090,545 (82% spent to date)
Total Amount Remaining:	\$8,665,289
Total Retention To Date:	\$423,582
Outstanding Invoices:	\$4,235,822

ACTION ITEMS

ITEM 2.1: APPROVAL OF CONTRACT WITH THE HALLMARK GROUP FOR PROGRAM MANAGEMENT SERVICES

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

That the Board of Directors approval the attached contract with the Hallmark Group and authorize the Executive Director to execute that contract on the Authority's behalf.

DISCUSSION:

The Authority's Joint Exercise of Powers Agreement contemplates that the Authority will engage a Program Manager to provide program management services to the Authority. Specifically, Section 4.8 of the JPA Agreement provides:

“The Program Manager shall coordinate with the Administrator and/or Executive Director regarding various design and construction activities for the Project, including coordination with CCWD and EBMUD in accordance with the Design and Construction Agreement and O & M Agreements with respect to decisions likely to have a cost impact on the Authority and the Members. Such coordination shall include, but not be limited to, budget tracking, scheduling and quality control/quality assurance, with the understanding that CCWD and EBMUD have primary responsibility for the design and construction of their respective facilities, as will be specified in the Design & Construction Agreements. The Program Manager, in consultation with the Executive Director and subject to Board approval in accordance with Authority policies, may contract for additional services that may be required.”

At the February 8, 2023 Board of Directors' meeting, staff presented the approach to engaging the Program Manager and received input from the Board of Directors on that approach, including feedback on the Request for Proposals (“RFP”) and evaluation process.

The Authority subsequently sent out the RFP to interested and qualified firms. The Authority received back two proposals – one from Woodard & Curran and one from the Hallmark Group. The Executive Director, along with a panel made up of member agency staff members, interviewed both proposing entities and their key personnel who would be on the respective Program Management teams. Upon conclusion of that interview and evaluation process, it was the panel's unanimous decision to proceed with the Hallmark Group.

Since that time, the Executive Director has worked with General Counsel to finalize the contract with the Hallmark Group, in the form presented at today's meeting. The scope of services to be provided, as shown in Attachment A to the contract is very broad and covers the following Task areas: 1) Program Management and Administration, 2) Program Controls, Reporting, and Contract Management, 3) Agreement Development and Support, and 4)

Strategic Planning and Communication Services. The contract is on a time and materials basis for a two-year term for a not to exceed amount of \$1,251,440 for services that will start May 22, 2023 (assuming Board approval today) and continue through June 30, 2024. Services for the second year will be negotiated by staff and the consultant and an amendment to the contract will be brought to the Board.

ALTERNATIVES:

The Board of Directors could choose to proceed with a different Program Management team (e.g., Woodard & Curran) or could reject both proposals. Given the timing of Project activities at this stage of the Authority's development, staff does not recommend rejecting the proposals.

FISCAL ANALYSIS:

The Program Management contract has a cost not to exceed \$1,251,440 for services through June 30, 2024.

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Contract with Hallmark Group for Program Management Services

**AGREEMENT FOR PROFESSIONAL SERVICES
LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY
Standard Services Agreement – Program Management Services**

THIS AGREEMENT FOR PROFESSIONAL Services is between Los Vaqueros Reservoir Joint Powers Authority (“JPA”) and Hallmark Group (the "Consultant"). Consultant’s address is 500 Capitol Mall, Suite 2350, Sacramento, California 95814. Consultant’s taxpayer’s identification number is: 68-0481455.

1. The Agreement; Changes. JPA and Consultant agree that Consultant shall provide program management consulting services to the JPA and shall perform those services on the terms and conditions set forth herein. The specific scope of services (the “Services”) is defined in Attachment A - Scope of Work.

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

Attachment A - Scope of Work
Attachment B – Program Management Fees

This Agreement, including said attachments, constitutes the entire agreement between the parties and supersedes any prior proposals, representations, or understandings. This Agreement may be modified only by a written amendment signed by each party and tasks other than those specifically described herein shall not be performed without prior written approval of the JPA.

If the JPA requires changes in the tasks or scope of work shown in Attachment A or additional work not specified therein, then the JPA will prepare a written change order. If Consultant believes work or materials are required outside the tasks or scope of work described in Attachment A, it shall submit a written request for a change order to the JPA. A change order must be approved and signed by the JPA’s Executive Director, in accordance with JPA policy, and Consultant before Consultant performs any work outside the scope of work shown in Attachment A. The JPA will not have any responsibility to compensate Consultant for such work without an approved and signed change order. If the change order will result in an increase in the contract amount, then the change order must specify the change in the agreed upon amount for the particular revised Services to be provided.

2. Time of Performance. Consultant is authorized to commence performance of this Agreement upon its execution by the JPA. Unless earlier terminated as set forth herein, this Agreement shall expire and terminate on June 30, 2025, unless this date is extended by the JPA in writing. At the JPA’s discretion, the JPA may extend the term of the Agreement under mutually agreed upon terms and conditions. Consultant shall give its attention and supervision to the extent described in Consultant’s proposal to the fulfillment of the provisions of this Agreement by its employees and any subconsultant and shall be responsible for the timely performance of the Services required by this Agreement.

3. Payment. Only those Services, materials, administrative, overhead and travel expenses specifically listed in Attachment B will be charged and paid. No other costs will be paid. Consultant agrees not to invoice the JPA for any administrative expenses, overhead or travel time in connection with the Services, unless listed in Attachment B or agreed upon

by the JPA and Consultant. Consultant shall at convenient intervals not more frequent than monthly submit itemized statements of Services performed at the rates and charges set forth in Attachment B. 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 \$1,251,440.00 for Services rendered through June 30, 2024, and the parties shall cooperate in establishing the contract amount and related budget for the July 1, 2024 through June 30, 2025 fiscal year. Consultant will not charge a markup to the JPA for services rendered hereunder by Khadam Consulting, Inc. Consultant shall keep records of all Services and costs billed pursuant to this Agreement for at least a period of seven (7) years after completion of the Services and shall make them available for review and audit if requested by the JPA.

4. Consultant an Independent Contractor. Consultant shall perform the 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 furnish, at Consultant's own expense, all labor, materials, equipment and transportation necessary for the successful completion of the 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 and Consultant will coordinate various aspects of the Services with the JPA's Executive Director in light of the nature of the project. Consultant shall maintain its own business office, shall comply with all applicable business license laws, may contract with other businesses to provide the same or similar services, may maintain a clientele without restrictions from the JPA, and may advertise and hold 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.

Consultant shall be solely responsible for the payment of all federal, state and local income tax, social security tax, Workers' Compensation insurance, state disability insurance, and any other taxes or insurance that Consultant, as an independent contractor, is responsible for paying under federal, state or local law. Consultant is thus not eligible to receive workers' compensation, medical, indemnity or retirement benefits, including, but not limited to, enrollment in CalPERS. Consultant is not eligible to receive overtime, vacation or paid sick leave. Consultant shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of JPA.

Consultant represents and warrants that in the process of hiring Consultant's employees who participate in the performance of Services, Consultant conducts such lawful screening of those employees (including, but not limited to, background checks and Megan's Law reviews) as are appropriate and standard for employees who provide Services of the type contemplated by this Agreement.

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 \$2,000,000 each occurrence, \$3,000,000 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. Such coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. The retroactive date (if any) of such insurance coverage shall be no later than the effective date of this Agreement. In the event the Consultant employs sub-Consultants as part of the Services covered by this Agreement, Consultant shall be responsible for requiring and confirming that each sub-Consultant meets the minimum insurance requirements specified herein.

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

(1) Name as Additional Insureds, the JPA, its directors, officers, agents, employees, and volunteers. Consultant will file with JPA, before beginning to provide the Services, ACORD certificates of insurance, or other certificates of insurance satisfactory to JPA, evidencing general liability coverage of not less than \$2,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least \$1,000,000 for bodily injury and property damage each accident limit; requiring 30 days (10 days for nonpayment of premium) notice of cancellation to JPA. For the coverage required under this paragraph, the insurer(s) shall waive all rights of subrogation against the JPA, and its directors, officers, agents, attorneys, consultants or volunteers. Any insurance pool coverage, or self-insurance maintained by the JPA shall be excess of the Consultant's insurance and shall not contribute to it.

(2) The general liability coverage shall give JPA, and its directors, officers, agents, attorneys, consultants and authorized volunteers additional insured status using ISO endorsement CG2010, CG2033, or equivalent. Coverage shall be placed with a carrier with an A.M. Best rating of no less than A: VII, or equivalent. In the event that the Consultant employs a sub-consultant as part of the work covered by the Agreement, it shall be the Consultant's responsibility to require and confirm that each sub-consultant meets the minimum insurance requirements specified herein, including naming

the JPA, and its directors, officers, agents, attorneys, consultants and volunteers and the Consultant as Additional Insureds.

(3) 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.

D. 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.

E. 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.

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

6. 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.

7. 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. To the extent that Consultant utilizes any of its property (including, without limitation, any hardware or software of Consultant or any proprietary or confidential information of Consultant or any trade secrets of Consultant) in performing Services

hereunder, such property shall remain the property of Consultant, and the JPA shall acquire no right or interest in such property.

Consultant hereby assigns to JPA for no additional consideration, all of Consultant's intellectual property rights, including, but not limited to, copyrights, in all deliverables and other works prepared by the Consultant under this Agreement. Consultant shall, and shall cause its employees and agents to, promptly sign and deliver any documents and take any actions that JPA reasonably requests to establish and perfect the rights assigned to JPA under this provision.

8. 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 (3) 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.

9. 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 in violation of applicable federal, state or local law. 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.

10. 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, the JPA shall have the right to pursue all remedies provided by law or equity, including termination of this Agreement in accordance with Section 16, 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.

11. Permits and Licenses. Consultant shall procure and maintain all permits, licenses and other government-required certification necessary for the performance of its Services, all at the sole cost of Consultant. None of the items referenced in this section shall be reimbursable to Consultant under the Agreement. Consultant shall comply with any and all applicable local, state, and federal regulations and statutes, including Cal/OSHA requirements.

12. Indemnification. To the fullest extent permitted by applicable law, Consultant shall indemnify, defend and hold harmless JPA, and its directors, officers and authorized volunteers, and each of them from and against:

A. When the law establishes a professional standard of care for the Consultant's services, all claims and demands of all persons that arise out of, pertain to, or relate to the Consultant's negligence, recklessness or willful misconduct in the performance (or actual or alleged non-performance) of the Services. Consultant shall defend itself against any and all liabilities, claims, losses, damages, and costs arising out of or alleged to arise out of Consultant's performance or non-performance of the Services hereunder and shall not tender such claims to JPA, nor to its directors, officers, employees, or authorized volunteers, for defense or indemnity.

B. Any and all actions, proceedings, damages, costs, expenses, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Consultant.

C. Any and all losses, expenses, damages (including damages to the work itself), attorney's fees incurred by counsel of the JPA's choice and other costs, including all costs of defense, which any of them may incur with respect to the failure, neglect, or refusal of Consultant to faithfully perform the Services and all of the Consultant's obligations under the Agreement. Such costs, expenses, and damages shall include all costs, including attorneys' fees, incurred by counsel of the JPA's choice, incurred by the indemnified parties in any lawsuit to which they are a party.

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

E. Consultant shall immediately defend, at Consultant's own cost, expense and risk, any and all such aforesaid suits, actions, or other legal proceedings of every kind that may be brought or instituted against JPA, or its directors, officers, employees, or authorized volunteers with legal counsel reasonably acceptable to JPA, and shall not tender such claims to JPA, nor to its directors, officers, agents, or authorized volunteers.

F. Consultant shall immediately pay and satisfy any judgment, award or decree that may be rendered against the JPA, or its directors, officers, agents, or authorized volunteers, in any and all such suits, actions, or other legal proceedings.

G. Consultant shall immediately reimburse JPA, or its directors, officers, agents, or authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing indemnity herein provided.

H. JPA shall indemnify, defend, and hold harmless Consultant, its directors, officers, employees, agents, and subcontractors for, from and against any and all third party claims, losses, damages, liabilities, judgments, penalties, fines and expenses, including, but not limited to, reasonable attorneys' fees and costs, to the extent resulting from or arising out of (a) any wrongful or negligent act, error, or omission committed by JPA or its

employees, (b) the failure of JPA to observe and comply with any applicable state or federal Law or regulation, and (c) the material breach by the JPA of any of the terms of this Agreement.

I. The parties' obligation to indemnify shall survive the termination or completion of this agreement for the full period of time allowed by law and shall not be restricted to insurance proceeds, if any, received by the JPA, or its directors, officers, agents, or authorized volunteers or received by the Consultant, or its directors, officers, employees, agents, or subcontractors.

13. 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. Consultant understands that all documents, records, reports, data, or other materials (collectively, "Materials") provided by the JPA to Consultant pursuant to the Agreement, including but not limited to draft reports, final report(s) and all data, information, documents, graphic displays and other items that are not proprietary to Consultant and that are utilized or produced by Consultant pursuant to the Agreement may be considered confidential for all purposes, except to the extent disclosure may be required by law, including the California Public Records Act.

Consultant shall be responsible for protecting the confidentiality and maintaining the security of all Materials and records in its possession that have been provided by the JPA. Consultant understands the sensitive nature of the above and agrees that neither its officers, partners, employees, agents or sub-consultants will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, or other materials except as provided herein or as authorized, in writing, by the JPA. Consultant agrees not to make use of such Materials for any purpose not related to the performance of the Services. Consultant shall not make written or oral disclosures thereof, other than as necessary for its performance of the Services hereunder, without the JPA's prior written approval. Disclosure of confidential Materials shall not be made to any individual, agency, or organization except as provided for in this Agreement or as provided for by law.

All confidential Materials saved or stored by Consultant in an electronic form shall be protected by adequate security measures to ensure that such confidential Materials are safe from theft, loss, destruction, erasure, alteration, and any unauthorized viewing, duplication, or use. Such security measures shall include, but not be limited to, the use of current virus protection software, firewalls, data backup, passwords, and internet controls.

The provisions of this section survive the termination or completion of the Agreement.

14. Assignment; No Third Party Rights. The Agreement shall not be assignable or transferable in whole or in part by Consultant, whether voluntarily, by operation of law, or otherwise without the JPA's prior written consent. 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.

15. Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California. The parties hereby agree and consent

to the exclusive jurisdiction of the courts of the State of California and that venue of any action brought hereunder shall be in Contra Costa County, California.

16. Termination. JPA may terminate this Agreement at any time by providing at least thirty (30) days prior written notice to Consultant. Consultant may terminate this Agreement at any time by providing at least ninety (90) days prior written notice to the JPA. 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 the event of termination: (1) all work product prepared by or in the custody of Consultant shall be promptly delivered to the JPA; (2) the JPA shall pay Consultant all payments due under this Agreement at the effective date of termination; (3) Consultant shall promptly submit a final invoice to the JPA, which shall include any and all non-cancelable obligations owed by Consultant at the time of termination, (4) neither Consultant nor the JPA waives any claim of any nature whatsoever against the other for any breach of this Agreement; (5) the JPA may withhold the estimated value of any disputed amount pending resolution of the dispute; and (6) the JPA and Consultant agree to exert their best efforts to expeditiously resolve any dispute between them.

17. Force Majeure. Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control, including but not limited to unavoidable delays that may result from any acts of God, strikes, lockouts, wars, acts of terrorism, riots, acts of governmental authorities, extraordinary weather conditions or other natural catastrophes, epidemic, pandemic, or any other cause beyond the reasonable control or contemplation of either party. Each party will take reasonable steps to mitigate the impact of any force majeure. In the event of such a force majeure event, the JPA shall adjust the schedule and compensation under this Agreement in agreement with Consultant.

18. Limit of Liability. In recognition of the relative risks and benefits of the project to both the JPA and Consultant, the risks have been allocated. Notwithstanding any term in this Agreement including indemnifications, the liability of Consultant to the JPA respecting all Claims arising in respect of this Agreement (regardless of the legal theory upon which any such damages Claim is based, even upon the fault, tort (including negligence), statute, regulation or any other theory of law or strict liability) will not exceed, in the aggregate, the amount of fees paid to Consultant hereunder.

19. Waiver of Consequential Damages. Neither the JPA nor Consultant shall be liable to the other for indirect, incidental or for consequential liabilities, damages, losses, costs or expenses, including specifically but without limitation, any based on loss of profits or revenue, loss of or interference, whether or not by third parties, with full or partial use of any equipment, facility or property, including real property, cost of replacement power, energy or product, delay in or failure to perform or to obtain permits or approvals, cost of capital, loss of goodwill, claims of customers, fines or penalties assessed against the JPA or similar damages or any other similar damages or loss suffered or incurred by such other party, regardless of the legal theory upon which any such damages Claim is based, even upon the

fault, tort (including negligence), statute, regulation, or any other theory of law or strict liability; provided that this waiver shall not apply to any claim that results from a party's gross negligence or willful misconduct or from the indemnification provisions of this Agreement. These terms provide allocations of risk and reward consistent with the nature and extent of the Services and to that end include (i) protections against, and limitations on, liability of Consultant and (ii) specific remedies of the JPA which shall be its sole and exclusive remedies. The allocations, including without limitation those set forth within the Warranty, Hazardous Substance Claims and Limitation of Liability Articles, shall survive this contract and apply to the fullest extent allowed by law irrespective of whether liability of Consultant is claimed, or found, to be based in contract, tort or otherwise (including negligence, warranty, indemnity and strict liability).

20. Equal Opportunity. The JPA is committed to a policy of equal opportunity for all and to providing a work environment that is free of unlawful discrimination and harassment. In keeping with this commitment, the JPA prohibits unlawful discrimination and harassment in any form based on race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, pregnancy or childbirth, marital status, gender, gender identity, gender expression, reproductive health decisions, sex, sexual orientation, veteran status, age or any other protected status under federal or state law by officials, employees and non-employees (vendors, contractors, etc.).

This policy applies to all employees, consultants and contractors of the JPA. Appropriate corrective action will be taken against all offenders, up to and including immediate discharge or termination of this Agreement. During, and in conjunction with, the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, marital status, national origin, physical or mental disability, ancestry, medical condition, pregnancy or childbirth, gender, gender identity, gender expression, reproductive health decisions, sex, sexual orientation, veteran status or any other protected class under applicable law.

21. Attorneys' Fees. In any action at law or in equity to enforce any of the provisions or rights under this Agreement, the prevailing party shall be entitled to recover from the unsuccessful party all costs, expenses and reasonable attorney's fees incurred therein by the prevailing party (including, without limitations, such costs, expense and fees on any appeals), and if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses, including those of expert witnesses and attorneys' fees, shall be included as part of this judgment.

22. Counterparts; Electronic Signature. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be executed by signatures transmitted by facsimile or electronic means (including by PDF) and any such facsimile or electronically transmitted signature shall be deemed as valid as an original, "wet" signature.

[Signature page follows]

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: _____
Name: Taryn Ravazzini
Title: Executive Director

Date: _____, 2023

Consultant: Hallmark Group

By: _____
Name: Charles R. Gardner, Jr.
Title: President

Date: _____, 2023

APPROVED AS TO FORM:

JPA Legal Counsel

ATTACHMENT A
Agreement for Professional Services
Between Los Vaqueros Reservoir Joint Powers Authority (“JPA”) and
Hallmark Group (“Consultant”)

SCOPE OF WORK

LOS VAQUEROS PROGRAM MANAGEMENT SERVICES

Task 1.0 Program Management and Administration

- 1.1. Transfer selected activities from CCWD to be managed by the JPA
 - 1.1.1. Facilitate kick-off meeting with CCWD to develop list of activities to be transferred from JPA
 - 1.1.2. Assign responsibilities and gain agreement amongst the parties on management responsibilities
 - 1.1.3. Perform management and oversight duties, as needed
- 1.2. Develop an organizational chart for the JPA
 - 1.2.1. Propose divisions of work and reporting up to the Executive Director and the JPA Board
 - 1.2.2. Develop description of roles and responsibilities
 - 1.2.3. Develop delegation of authorities for JPA roles
- 1.3. Provide Executive Director Support
 - 1.3.1. Schedule meetings for the Executive Director
 - 1.3.2. Develop materials and presentations to support Board, committees, and ad hoc meetings under the same cadence as in 1.3.3
 - 1.3.3. Two staff members will attend one monthly BOD meeting and one staff member will attend up to four committee and ad hoc meetings per month
 - 1.3.4. Provide oversight for water rights change petitions
 - 1.3.5. Provide Executive Director support in agreement negotiations
 - 1.3.6. Provide LVE Board Clerk services

Deliverables:

- RACI Matrix
- Approved Organization Chart
- Approved roles, responsibilities and delegations of authority
- Presentation materials

Task 2.0 Program Controls, Reporting and Contract Administration

- 2.1 JPA Cost Management. Collect and process the information necessary to ascertain JPA costs, develop a budget and budget forecast, ensure that future cost commitments do not exceed funding.

- 2.2 Develop process and procedures to enable the JPA to conduct business
 - 2.2.1 Develop a process for approving invoices for payment, JPA member billings, and submitting reimbursable expenses to funding sources
 - 2.2.2 Implement, manage, and provide process and procedure oversight
- 2.3 Coordinate and integrate process and procedures with accounting team and develop communication protocols between the project and accounting teams
- 2.4 Utilizing information from the PMIS, develop a visual project report that tracks performance metrics such as percent complete, committed costs, cost to date, cost at completion, project variances, risks, and milestone schedule
- 2.5 Grants and contract administration
 - 2.5.1 Review the terms and conditions of JPA grants, consultant contracts, service contracts, State and Federal agreements
 - 2.5.2 Provide administration, management and oversight to ensure compliance
- 2.6 Document control
 - 2.6.1 Deploy a document control system such as Sharepoint or Sharefile to provide a secure and searchable system for internal JPA document archival and retrieval
 - 2.6.2 Develop filing structure and access controls for the system
 - 2.6.3 Develop document retention policy

Deliverables:

- Standard Operating Procedures
- Monthly Project Report
- Visual Dashboard
- Baseline Budget and Milestone Schedule

Task 3.0 Agreement Development Support And Administration

- 3.1 Determine status of service agreements and critical path for completion. Provide JPA Members' Service Agreements Support, 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.
 - 3.1.1 Provide facilitation services for two live-edit sessions
- 3.2 Provide support for CWC Final Funding agreement award
- 3.3 Provide support for Design and Construction agreement
- 3.4 Provide support for Facilities Usage Agreement
 - 3.4.1 Provide facilitation services for two live edit sessions

- 3.5 Provide WIFIA loan application support and as-needed planning, cost, and economic analysis to support the preparation of the WIFIA loan application documentation.
- 3.6 Provide Federal Agreement Development Support and as needed planning and technical services to support ongoing engagement with Reclamation to issue the Record of Decision and secure federal construction funds.
- 3.7 Provide support for Contracts for the Administration of Public Benefits Support and 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.
- 3.8 Provide reports as required by the agreements
- 3.9 Provide additional agreement support, as needed

Deliverables:

- Four live edit sessions
- Agreements Matrix
- Service Agreements
- Design and Construction Agreements
- Facility Usage Agreement
- Draft and Final WIFIA loan application sections and attachment, as requested.
- Presentations, briefing materials, and meeting summaries, as requested
- Draft and Final Technical Memoranda, as requested

Task 4.0 Strategic Planning and Communication Services

- 4.1 Develop Strategic Communications Plan
 - 4.1.1 Develop key messaging
 - 4.1.2 Determine JPA spokesperson
 - 4.1.3 Recommend platforms for communications
 - 4.1.4 Provide coordination, functions, and frequency for member agency communications
 - 4.1.5 Develop monthly newsletter
- 4.2 Social Media and Website Administration
 - 4.2.1 Update and manage website
 - 4.2.2 Manage social media channels
- 4.3 Develop informational materials

Deliverables:

- Strategic Communications Plan

- Update Website
- Informational Materials

ATTACHMENT B

**Agreement for Professional Services
Between Los Vaqueros Reservoir Joint Powers Authority (“JPA”) and
Hallmark Group (“Consultant”)**

CONSULTANT FEES

Task	Detail	Cost
Task 1	Program Management and Administration Program Controls, Reporting and Contract	\$ 638,580
Task 2	Administration Agreement Development Support and	\$ 174,689
Task 3	Administration	\$ 185,692
Task 4	Strategic Planning and Communication Services	\$ 182,296
Direct Costs		\$ 70,182
Total Cost Proposal (Year 1)		\$1,251,440

ITEM 2.2: AWARD OF CONTRACT FOR FEDERAL RELATIONS CONSULTANT

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

At the time of posting, the JPA review team initially recommends Natural Resource Results, LLC/Water and Power Law Group PC as the Authority's Federal Relations consultant, pending additional discussions with the candidate and another meeting of the review team later in the week of May 15. The Board of Directors will be provided updated information to approve the award of a contract for federal relations services to be provided to the Authority through June 30, 2024.

DISCUSSION:

At the April 12 Board meeting, the Authority's current federal relations consultant updated the Board on the important discussions ongoing at the federal level, particularly with the U.S. Bureau of Reclamation. These discussions and related activities are of extreme importance in moving the Los Vaqueros Reservoir Expansion Project forward and in potentially securing additional federal monies. In particular, recent discussions with US Bureau of Reclamation (Reclamation) have been progressing well as a result of the federal relations work that has been provided. Reclamation leadership has expressed commitment to continue these important leadership discussions with a next meeting scheduled for May 23, 2023.

The Authority's current contract with Natural Resource Results, LLC expired on May 15 and it is necessary for the Authority to secure federal relations services to continue the work that has been undertaken and to not lose momentum in the ongoing discussions with the Project's federal partners. Staff brought this matter to the Communications and Outreach Committee at its April 26 meeting to discuss the process to be followed. The Committee provided direction to proceed with an expedited informal solicitation of proposals from qualified firms and evaluation of responsive proposals by a panel consisting of member agency staff in order to bring a recommendation to the Board at its May 19 meeting.

The Request for Proposals was sent out on May 2 to eight firms, with a May 8 response date. Also, member agency general managers were requested to appoint a suitable representative to meet on May 11 to review the proposals submitted and make recommendations as to one to three finalists who would then be interviewed by the Executive Director. Staff from five JPA member agencies joined the Executive Director in the review process.

That process took place and three (3) proposals were received from the following firms: Kadash & Associates, VNF Solutions, LLC, and Natural Resource Results, LLC/Water and Power Law Group, LLC. Of those firms, Natural Resource Results, LLC/Water and Power Law Group, LLC was the consensus choice that best met the Authority's needs and the team decided the Executive Director would contact that firm to discuss a more refined scope of work and to attempt to negotiate a reduced monthly fee. Upon completion of those discussions, the team would reconvene to finalize its recommendation.

ALTERNATIVES:

The Board of Directors could select one of the other firms that submitted proposals that is not the recommended firm. Alternatively, the Board could defer action on this item.

FISCAL ANALYSIS:

Monthly fees for these services are \$15,000, subject to final negotiation.

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Request for Proposals (including Standard Services Contract form); Proposals received



REQUEST FOR PROPOSALS

Los Vaqueros Reservoir Joint Powers Authority Federal Government Relations Services

RELEASE DATE: May 2, 2023

DUE DATE: May 8, 2023

Los Vaqueros Reservoir JPA
1331 Concord Avenue
Concord, CA 94520

I. Introduction

The Los Vaqueros Reservoir Joint Powers Authority (Authority) is seeking Proposals from qualified governmental relations firms (Consultant) to provide, under contract, professional strategic consulting and federal government relations and advocacy services for Phase 2 of the Los Vaqueros Reservoir Expansion Project (LVE Project), and to support agreement development and other activities with the Executive Director and relevant federal agencies and members of the Authority.

II. Background

The Authority was formed in October 2021 to provide governance, administration, and long-term financing and funding for the Phase 2 Los Vaqueros Reservoir Expansion Project. The eight agencies which make up the Authority include: Alameda County Water District, Contra Costa Water District, East Bay Municipal Utility District (EBMUD), San Francisco Public Utilities Commission, San Luis & Delta Mendota Water Authority, Santa Clara Valley Water District, and Zone 7 Water Agency. From the Bay Area and Central Valley, serving urban areas, agricultural land and wildlife refuges, the Authority members represent a unique regional collaboration never before undertaken.

The LVE Project is a multi-agency effort that 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. Los Vaqueros Reservoir is an off-stream reservoir that was originally built by Contra Costa Water District (CCWD) in 1998. The original reservoir capacity was 100 thousand acre-feet (TAF) and in 2012, CCWD completed the first phase of expansion to hold 160 TAF. The Phase 2 expansion is a ~\$1 billion dollar regional multi-agency water supply program with broad support among stakeholders that will increase the Los Vaqueros Reservoir storage capacity to 275 TAF, upgrade existing conveyance facilities, construct new conveyance facilities, and re-operate facilities to provide public benefits, including ecosystem, emergency response, and recreation benefits, and will provide water supply, reliability, and water quality benefits to the Authority's member agencies.

The LVE Project is included as one of five surface water storage projects identified in the CALFED Bay-Delta Program, which was designed to improve the quality and reliability of California's water supplies while restoring the San Francisco Bay/Sacramento-San Joaquin Delta Estuary. The LVE Project will divert water from the Sacramento-San Joaquin Delta at CCWD's three intakes and at EBMUD's Freeport Intake on the Sacramento River. The new and modified storage and conveyance facilities make it a unique regional facility, that will allow for integration with state water systems. The LVE Project will deliver water to agencies within the Authority's service area, which serves 11 million Californians throughout the Bay Area and the Central Valley, including south-of-Delta wildlife refuges.

The primary objectives of the Authority are to: provide governance of the LVE Project by the Authority members, ensure sufficient stable funding to the LVE Project, including local cost shares, and to ensure costs are reasonable, and cost allocations are equitable and transparent. The Authority provides an organizational framework under which the LVE Project will operate and will endure throughout LVE Project design, construction, operation, maintenance, repair, and replacement of water-related facilities.

The Authority and its Member Agencies entered into a Multi-Party Agreement and subsequent amendments (MPA) to provide funding and assign responsibilities to CCWD and, more recently adding the Authority, for project development. The Project has been conditionally awarded \$477 million of Proposition 1 funds from the California Water Commission (CWC), and recently received an additional \$100 million in federal appropriations, totaling \$164 million in federal support. The remainder of the project costs will be covered by additional federal funding, Authority Member contributions, and financing. Activities underway include permitting, facilities design, and agreement development, while also pursuing additional funding for the project. Construction may begin in FY 2024, pending necessary reviews, approvals, and funding, and is anticipated to continue through 2030.

Existing Early Funding Agreements for LVE Project with the CWC and a pre-construction funding agreement with U.S. Bureau of Reclamation (Reclamation) are between CCWD and the funding agencies. It is anticipated that future funding and financing agreements, including a Water Infrastructure Finance and Innovation Act (WIFIA) loan agreement through the U.S. Environmental Protection Agency for up to \$675 million, will be between the Authority and the funding and financing agencies, and that the Authority will eventually assume financial responsibility for the LVE Project.

In advance of the California Water Commission's approval of a Final Funding Award, the Authority requires finalization of federal and state permits and key contracts. Additionally, Member Agencies must enter into Service Agreements with the Authority to allocate the cost of service among the Members in proportion to their anticipated use of the LVE Project facilities and other benefits, which will replace the MPA funding instrument. CCWD, as the owner and operator of the existing project facilities, continues to work under the MPA to progress the project in recognition of the Authority's role representing the Member Agencies and the Authority taking responsibility for collecting funding and paying for LVE Project activities.

III. Consultant Qualifications and Capabilities

Consultant may be an individual company or organization or may be a team of such entities. The Authority requires the following areas of expertise to be offered by Consultant:

- Substantive policy and advocacy experience related to California and federal water resources laws and policies.
- Strong working relationships with national and regional leadership at the US Department of the Interior and Bureau of Reclamation and other relevant federal agencies.

- Extensive and bi-partisan relationships in Congress, including with the California delegation and the relevant committees of jurisdiction.
- Specializations in the areas of congressional authorizations, budget and appropriations, and administrative actions related to water infrastructure, water supply, and wildlife refuges.
- Comprehensive knowledge of the Water Infrastructure Improvements for the Nation Act (WIIN) and Infrastructure Investment and Jobs Act (IIJA)
- Experience with and understanding of the Central Valley Project

IV. Timeline

Milestone	Date
Proposal Due Date	Monday, May 8, at 12:00pm Pacific Time
JPA Review and Selection	Week of May 8
Informal interviews with Preferred Candidates	Thursday, May 11 or Friday, May 12
JPA Board Meeting to award contract	Friday, May 19

V. Anticipated Term of Contract

The initial contract award for Federal Government Affairs Services will begin on May 22, 2023 and run through June 30, 2024, with future extensions as approved by the Board, although annual appropriations must also be approved by the Board. Final engagement is subject to successful negotiation of an Agreement for Services. The Authority’s form of Agreement is attached hereto as Attachment A.

VI. Scope of Work Summary

The Authority seeks to engage Consultant to secure federal investment and partnership in the LVE Project. Consultant will furnish services to accomplish a scope of work that includes the following activities:

- Working with the Authority, develop a strategic approach for federal government relations to achieve Authority goals and objectives. The advocacy plan shall include, but not be limited to, meetings and other communications with Biden-Harris Administration officials and Members of Congress and their staff as needed throughout the year.
- Initiate or build upon coordination among the lobbyists representing the various Member Agencies, including, but not limited to, Contra Costa Water District and Grassland Water District, to ensure timely communication and effective advocacy.
- Build upon existing work and communications with the U.S. Bureau of Reclamation at both regional and Washington, D.C. levels, to better understand its current perspective on the Project, i.e., identification of potential federal benefits received in exchange for obligating WIIN Act and IIJA funds.

- Work with allies on Capitol Hill, including Senator Feinstein, Senator Padilla, Congressman DeSaulnier and Congressman Costa, to ensure they are up to speed on project status and well positioned to express support for the Project to Reclamation, if necessary.
- Work with the Authority to maintain and bolster the diverse coalition of current project supporters.
- In addition to the items listed above, Consultant will provide a weekly check-in call to maintain forward momentum and provide updates to the Authority's Board and/or relevant Committees as appropriate.

VII. Proposal Requirements

The Proposal should be clear, concise, complete, well organized and demonstrate Consultant's qualifications and comprehensive understanding of the Project. The Authority is seeking a proposal of no more than 10 pages that includes the following components:

1. Cover letter
2. Personnel overview
3. Proposed Scope of work
4. Client References
5. Relevant experience
6. Cost proposal

This submittal shall provide details of Consultant's specialized qualifications and experience in performing the scope of work within its proposal. All Consultants must adhere to the Authority's Diversity and Accessibility Policy (see Attachment B).

Proposals must be submitted as electronic files in PDF format via email. Proposals will be considered only if Proposals are delivered via email with the subject line "LVR JPA Federal Relations Proposal" to the Los Vaqueros Reservoir Joint Powers Authority Executive Director Taryn Ravazzini (travazzini@losvaquerosjpa.com) **on or before 12:00pm PST on Monday, May 8, 2023.**

For questions, please contact Taryn Ravazzini, Executive Director, at travazzini@losvaquerosjpa.com. Proposers are requested not to contact other Authority or member agency staff or Board members in any manner in connection with this RFP and selection process. Any applicants who violate this request may be disqualified from further consideration.

Issuance of this RFP does not guarantee that the Authority will award an agreement. The Authority reserves the right to reject any or all Proposals at its sole discretion, to re-solicit the services, or to request that all Proposers submit revised Proposals to address new or different factors or criteria. The final award will not necessarily be made to the lowest bidder. Other factors will be considered in awarding this agreement.

Appendices:

- **Attachment A: Los Vaqueros Reservoir Joint Powers Authority Agreement for Professional Government Relations Services**

Acceptance of the Authority's Standard Agreement for Professional Government Relations Services is required. Clearly state if Consultant will accept the Authority's standard agreement for professional services (included as Attachment A hereto) with no change, or list any exceptions and proposed changes to contract language. While the Authority may negotiate such changes with Consultants, the Authority will consider proposed modifications during Consultant selection and retains the right to reject any portion of the proposed modifications. Submission of a Proposal without listed exceptions constitutes acceptance of the agreement provisions.

- **Attachment B: Los Vaqueros Reservoir Joint Powers Authority Diversity and Accessibility Policy**

ATTACHMENT A

**AGREEMENT FOR PROFESSIONAL GOVERNMENT
RELATIONS SERVICES
LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY**

THIS AGREEMENT for services is between Los Vaqueros Reservoir Joint Powers Authority (“JPA”) and _____ (the "Consultant"). Consultant’s address is _____, telephone _____. Consultant’s taxpayer’s identification number is: _____.

1. The Agreement. JPA and Consultant agree that Consultant shall provide federal governmental relations 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 / 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, 2024, unless this date is extended by the JPA in writing. At the JPA’s discretion, the JPA may extend the term of the Agreement and any compensation to be paid to Consultant will be adjusted accordingly.

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 \$_____ for services rendered through June 30, 2024.

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 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. [intentionally omitted]

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, including all required licensing and registration related to providing governmental relations or lobbying services. 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 Ravazzini
Title: Executive Director

CONSULTANT:

By: _____ Date: _____
Name:
Title:

APPROVED AS TO FORM:

JPA Legal Counsel

ATTACHMENT A

Scope of Work / Project Fees

A. Scope of Work

Consultant shall complete the following tasks, which may be performed concurrently:

- Working with the Authority, develop a strategic approach for federal government relations to achieve Authority goals and objectives. The advocacy plan shall include, but not be limited to, meetings and other communications with Biden-Harris Administration officials and Members of Congress and their staffs as needed throughout the year.
- Initiate or build upon coordination among the lobbyists representing the various Member Agencies, including, but not limited to, Contra Costa Water District and Grassland Water District, to ensure timely communication and effective advocacy.
- Build upon existing work and communications with the U.S. Bureau of Reclamation at both regional and Washington, D.C. levels, to better understand its current perspective on the Project, i.e., identification of potential federal benefits received in exchange for obligating WIIN Act and IJA funds.
- Work with allies on Capitol Hill, including Senator Feinstein, Senator Padilla, Congressman DeSaulnier and Congressman Costa, to ensure they are up to speed on project status and well positioned to express support for the Project to Reclamation, if necessary.
- Work with the Authority to maintain and bolster the diverse coalition of current Project supporters.
- In addition to the items listed above, Consultant will provide a weekly check-in call to maintain forward momentum and provide updates to the Authority's Board and/or relevant Committees as appropriate.

B. Project Fees; Travel Expenses

Consultant shall complete the tasks described in this scope of work for compensation of \$_____ per month. Consultant shall inform the JPA's Executive Director in advance of any proposed travel on behalf of the JPA related to services being provided under this Agreement. The JPA's Executive Director must approve any such travel expenses in advance.

ATTACHMENT B

LOS VAQUEROS RESERVOIR JOINT POWERS AUTHORITY DIVERSITY AND ACCESSIBILITY POLICY

The Los Vaqueros Reservoir Joint Powers Authority is committed to promoting equity and catalyzing change for marginalized communities throughout the water community. We do this by creating and upholding organizational core values rooted in this commitment: demonstrating transparency, modeling behaviors, and sharing best practices.

Principles:

1. Create an inclusive environment where all feel welcome and comfortable sharing diverse ideas, approaches, and perspectives which reflect and support the diversity of the communities we serve.
2. Achieve effective public engagement through equal access to decision-making processes and transparent, open communication that both informs and generates participation among all communities.
3. Increase diversity, representation, and inclusion at all levels including Board, Leadership, and Professional.
4. Ensure our work benefits all communities.

**PROPOSAL FOR
LOS VAQUEROS RESERVOIR JPA
FEDERAL GOVERNMENT RELATIONS SERVICES**



Submitted by:

KADESH & ASSOCIATES
230 2nd Street SE
Washington, DC 20003

202-547-8800

www.KadeshDC.com





May 5, 2023

Taryn Ravazzini, Executive Director
Los Vaqueros Reservoir Joint Powers Authority
1331 Concord Avenue
Concord, CA 94520

Dear Ms. Ravazzini:

Kadesh & Associates is pleased to submit the attached proposal in response to the RFP issued by the Los Vaqueros Reservoir Joint Powers Authority for federal government relations services.

Our firm is a top-ranked, full-service bipartisan federal advocacy firm, unique among Washington advocates in specializing in advocating for California interests. We have a demonstrated track record of success in policy achievements for public and private entities in California, and we have unmatched relationships with California's federal legislators.

We have consistent accomplishments in providing the services in this RFP, as demonstrated by our work advocating before Congress and the Administration on behalf of prominent California entities with a focus on water (including water supply and quality, dam safety, flood control, and reuse), infrastructure, clean energy, and the environment. Our current client list in these areas includes the Metropolitan Water District of Southern California, San Gabriel Basin Water Quality Authority, the Irvine Ranch Water District, Marin Water, Valley Water, Edison International/Southern California Edison, the Port of Los Angeles, the San Mateo County Transportation Authority, and the South Coast and Bay Area Air Quality Management Districts.

Based on our bipartisan experience on Capitol Hill, we know when and how to move our clients' priorities by leveraging our issue expertise, policy experience, and relationships with the California Congressional delegation, members of the House and Senate leadership, and the Administration. Our firm has especially effective connections with the offices of California's two Senators and Speaker Emerita Nancy Pelosi, the San Francisco Bay Area congressional delegation, as well as members of the Appropriations Committee, the House & Senate Natural Resources Committees, the Transportation & Infrastructure and Environment & Public Works Committees, and other key authorizing committees. We also have extensive experience and success working effectively with federal agencies, regulatory bodies, and coalitions to advance our clients' priorities.

Kadesh & Associates' President and Principals proposed for this contract have all served at the most senior levels on Capitol Hill. Our team includes Mark Kadesh, former Chief of Staff to Senator Dianne Feinstein (D-CA); Ben Miller, former Chief of Staff for Congressman Jared Huffman (D-CA) and Legislative Director for former Congressman George Miller (D-CA); Dave Ramey, former Chief of Staff for Representative Ken Calvert (R-CA); and Chris Kierig, former Legislative lead for Senator Feinstein's work on the Senate Appropriations Committee. Combined, our team has more than ten decades of legislative and advocacy experience. We have a deep



expertise in water supply and water infrastructure, permitting, and ecosystem, fish and wildlife, and other environmental policies. Our proposal highlights our accomplishments in these areas, including our successes in securing funding and authorizations needed to advance water projects.

The scope of federal lobbying services in this RFP matches the work that we routinely carry out for our clients, especially in the water sector, and *Kadesh & Associates* would welcome the opportunity to work closely with you and the appropriate staff at the JPA and its Members to identify key federal priorities and opportunities and to proactively and strategically advance its federal funding and policy goals. As outlined in our proposal, with our substantive policy expertise in water and other pertinent topic areas, our in-depth knowledge of the issues facing California's public sector agencies, and our extensive contacts and relationships within the California delegation and relevant federal agencies, *Kadesh & Associates* is exceptionally well positioned to provide effective federal government relations services for the Los Vaqueros JPA.

We are enthusiastic about the opportunity to continue to provide effective representation services and help the Los Vaqueros JPA succeed in its mission, and we appreciate the opportunity to submit this proposal. Should any questions arise, please contact me at: Mark@KadeshDC.com or 202-547-8800.

Sincerely,

Mark Kadesh
President

PERSONNEL OVERVIEW

All four registered lobbyists for *Kadesh & Associates* would work on behalf of the Los Vaqueros JPA. A key factor distinguishing *Kadesh & Associates* from other top lobbying firms is that there are no junior members of our team. Our clients receive the full attention of seasoned professionals who have held senior roles in Congress.

Mr. Kadesh brings extensive legislative and political insights gained from his distinguished public policy career. In addition to over two decades of experience working on Capitol Hill and on public policy issues, Mr. Kadesh has been lobbying since 2006. Mr. Miller joined our firm in 2021 after eight years as Chief of Staff for North Bay Congressman Jared Huffman and ten years in positions of increasing responsibility for former Congressman George Miller, who represented Contra Costa County; his recent Capitol Hill experience brings fresh contacts and experience in water and natural resource matters that are essential for our clients. Mr. Kierig has been lobbying with a focus on Appropriations for 15 years since leaving Capitol Hill, while Mr. Ramey brings 32 years of substantive expertise in Appropriations and California policy issues both on and off Capitol Hill.

Importantly, we anticipate and encourage the JPA being able to call on any member of our team as the need arises. This type of flexibility and timely “24/7” access has been highly effective and helpful in advancing our work, and we believe this on-going level of close communication and collaboration will help ensure our success in continuing to advance the JPA’s federal and legislative policy goals. We do not intend to utilize any subconsultants and/or subcontractors.

Kadesh & Associates Biographies

Mark Kadesh, President of Kadesh & Associates, in serving as *Project Director* for this contract will play a lead overall role in public policy strategy development and implementation. He will work closely with the JPA staff and the rest of *Kadesh & Associates'* team in helping formulate the federal advocacy strategies and generate support for high priority issues. Mr. Kadesh will be directly and integrally involved in the development and implementation of Congressional and Administrative advocacy efforts on behalf of the JPA. He will maintain close, on-going contact with Mr. Miller, Mr. Kierig, and Mr. Ramey to discuss and monitor the status of federal advocacy efforts on behalf of the Agency to ensure *Kadesh & Associates* aggressively pursues the JPA’s federal advocacy goals and current priorities.

Mr. Kadesh has extensive legislative and political experience and insights gained from his distinguished public policy career. In addition to over two decades of experience working in leadership positions on Capitol Hill and on public policy issues, Mr. Kadesh has been serving as a federal advocate and lobbying in Washington DC for past 15 years since leaving his former position of Chief of Staff to Senate Dianne Feinstein. He served as Chief of Staff to Senator Dianne Feinstein (D-CA) for seven years. He previously served as Legislative Director for Senator Feinstein, handling and gaining in-depth knowledge of issues ranging from water, energy, transportation, tax, commerce, environmental regulations, finance, trade, and appropriations. Mr. Kadesh also served as Campaign Manager for Senator Feinstein’s 2006 Senate re-election Campaign. Prior to that, Mr. Kadesh served as Chief of Staff to Representative Jane Harman (D-CA) and as a Legislative Assistant for Senator Daniel Patrick Moynihan (D-NY). He also served as a public policy research associate at the Urban Institute, a Washington, DC-based public policy think tank. From San Francisco, Mr. Kadesh is a Summa Cum Laude and Phi Beta Kappa graduate of Brandeis University and received a master’s degree in public policy from Harvard University's Kennedy School of Government.

Since founding *Kadesh & Associates*, Mr. Kadesh has capably represented or served as the Project Director in a similar capacity for federal legislative and executive advocacy efforts on behalf of the Metropolitan Water District of Southern California (2009-present), Valley Water (2011-present), San Gabriel Basin

Water Quality Authority (2019-present), and the Irvine Ranch Water District (2019 to present). Having worked extensively on California water and infrastructure issues on and off the hill, he is highly familiar with federal funding, laws and regulations pertaining to public utilities, water, clean energy, infrastructure, and environmental justice issues.

Ben Miller, *Principal Consultant and Project Manager* for this contract, joined *Kadesh & Associates* as a Principal in 2021 and advocates on behalf of our public water agency, air district, infrastructure, and environmental policy clients. Mr. Miller served as the chief of staff for Representative Jared Huffman (D-CA) where he opened the Congressman's freshman office, secured key committee assignments, and led the Congressman's team in developing and carrying out an ambitious legislative agenda.

Mr. Miller has extensive experience working with the California Congressional delegation on environmental, water, infrastructure, transportation, natural resources, and climate issues. Mr. Miller was directly engaged in Rep. Huffman's legislative work as Chair of the Water, Oceans, and Wildlife Subcommittee with jurisdiction over the Bureau of Reclamation, Fish & Wildlife Service, and others, and as an active member of the Transportation & Infrastructure Committee and the Select Committee on the Climate Crisis. As a seasoned policy veteran, Mr. Miller is highly regarded for his policy knowledge and strategic acumen. He has worked closely with committee and leadership offices, and engaged with state and local governments as well as industry and outside advocates to build coalitions. He has considerable experience developing effective legislative strategies that have led to successful outcomes in a wide range of policy areas including water, energy, wildfire, natural resources and land use, infrastructure, transportation, and tribal policy.

Mr. Miller began his Capitol Hill career in the office of former East Bay Congressman George Miller (D-CA), taking on positions of increasing responsibility and ultimately serving as Legislative Director and Deputy Chief of Staff when Representative Miller served as a member of the Democratic Leadership and as the Chair of the Education & Labor Committee. In addition to overseeing and coordinating a broad policy agenda, Mr. Miller served as Congressman Miller's top aide on natural resources, water, environment, and energy policy, and regularly organized California and San Francisco Bay Area delegation efforts on projects of regional and statewide importance. His work in Congressman Miller's office included a focus on the Sacramento-San Joaquin Delta, the CALFED program, and implementation of the CVPIA, including refuge water and other CVP programs. He graduated from Pomona College in Claremont, Calif., with a degree in history in 2003.

Christian Kierig, *Principal Consultant at Kadesh & Associates*, will be the lead for handling Congressional appropriations issues. Mr. Kierig is highly knowledgeable of the internal workings of the Congressional appropriations process and with issues unique to California and Western States. For eight years, he served as Legislative Assistant for Senator Dianne Feinstein (D-CA) where he was responsible for handling the Senator's membership on the Senate Appropriations Committee. As the Senator's key appropriations advisor, he was responsible for coordinating funding requests for infrastructure projects and programs. This position included working directly with California public agencies, counties, and cities to advance their agendas through federal funding. Mr. Kierig was also heavily involved in shaping transportation policy and coordinating federal responses to California natural disasters. Mr. Kierig has been lobbying for 20 years since leaving Capitol Hill and brings valuable skill and institutional knowledge to the firm. His experience lobbying on behalf of public agencies and transportation agencies includes his work on behalf of Los Angeles County Metropolitan Transit Authority, the Peninsula Corridor Joint Powers Board (which operates Caltrain), and the Southern California Regional Rail Authority (Metrolink). Mr. Kierig holds a Bachelor's degree in Political Science from Occidental College and a Master's of Business Administration from Pepperdine University.

Dave Ramey, Principal at *Kadesh & Associates* since 2016, has ably represented a number of companies and public agencies, including Riverside County, (Santa Clara) Valley Water, and the Metropolitan Water District of Southern California. His impressive career in public service included over three decades of experience as a senior staffer in the House of Representatives. He served nearly twenty years as Chief of Staff to Representative Ken Calvert (R-CA), Chairman of the California Republican Delegation, where he capably administered the office's political, legislative, and communications functions. Mr. Ramey coordinated Rep. Calvert's duties on the Appropriations Committee where Calvert served as Ranking Member of the Defense Appropriations Subcommittee and as a senior Member of the Energy & Water Subcommittees. Prior to serving as Chief of Staff to Representative Calvert, Mr. Ramey served as his Legislative Director where he oversaw the office's legislative and budget affairs.

From 1985 to 1993, Mr. Ramey served as Senior Advisor on Foreign Policy and Defense Issues for the House Republican Conference; Policy Committee; and Research Committee -- all under the Chairmanships of Congressman Jerry Lewis (R-CA). Through Mr. Ramey's tenure in the House of Representatives, he has gained considerable expertise related to the full range of public policy issues affecting the California delegation including water, defense/space, transportation, energy, Native Americans, endangered species and the Interior.

Prior to departing Congress, Mr. Ramey led the California Republican Administrative Personnel group and he currently serves as President of the bipartisan California State Society. Mr. Ramey graduated from the College of William and Mary in 1984 with a B.A. in International Relations and received his Masters of Arts with Highest Distinction from the Naval War College in National Security and Strategic Studies.

Joyce West, Contracts Manager. Ms. West will be responsible for compliance with administrative contract requirements and providing administrative and logistical support for meetings, reporting and budgeting. Ms. West has a bachelor's degree in Policy Analysis and Economics from Cornell University and a master's degree in public policy from Harvard University's Kennedy School of Government. She has over twenty years of experience in managing public policy contracts.

PROPOSED SCOPE OF WORK

We have thoroughly reviewed the Request for Proposals (RFP) and Scope of Work and feel confident that with our policy and legislative experience, substantive expertise in the issues that are important to the success of the Los Vaqueros JPA, and strong relationships with California Members of Congress, Congressional committees, and officials in the Administration and federal regulatory agencies, *Kadesh & Associates* is exceptionally well positioned to develop and advance the Los Vaqueros JPA's goals for representation in Washington. Additionally, our extensive experience working on water and conservation issues in California, and working directly with the state's federal officials on these matters both as staff and as government relations advocates, gives us an unparalleled understanding of the strategies needed to meet the JPA's federal needs.

The Scope of Work appears to cover all the important aspects of a lobbying effort, all of which are tasks we routinely execute for our clients. We function proactively and strategically on a bipartisan basis to achieve results for our clients. We believe that our clients are often their own best advocates and we aim to position our clients to reach the most appropriate audience at the most opportune time with the most effective message.

As a full-service, bipartisan Washington, DC-based government relations firm founded in 2007, *Kadesh & Associates* has extensive experience formulating and implementing effective federal lobbying strategies, planning and conducting briefings and meetings (both in-person and virtually), providing timely reports, draft letters, and other written materials, tracking and analyzing legislative and regulatory policy

developments, advising on and submitting legislative and appropriations requests, coordinating with federal agencies and Congress to advance major projects, and developing compelling public testimony, advocacy, and other documents—as well as coordinating with clients and their consultants, membership associations, and coalitions. We provide individualized services to our clients, and work closely with them to fully understand and develop their objectives and identify the most promising strategies to realize their goals. With this experience combined with our knowledge of the Los Vaqueros project dating back to our principals’ time in federal service, *Kadesh & Associates* is uniquely positioned with the commitment and capabilities to provide representation services to the Los Vaqueros JPA in Washington.

Combined, the *Kadesh & Associates*’ team has over a century of legislative and advocacy experience both on and off the Hill. Our deep expertise in water (including water supply and quality, water efficiency and conservation, dam safety, flood control, and water reuse), environmental stewardship and restoration, infrastructure, and other federal funding and regulatory matters pertaining to the Los Vaqueros project was gained through direct experience as senior congressional staffers and, later, as federal advocates providing advocacy services before Congress and the Administration. That includes our work as senior staff for appropriators of both parties like Senator Dianne Feinstein and Congressman Ken Calvert, and as senior staff for Congressman Jared Huffman and former Congressman George Miller.

A key factor distinguishing *Kadesh & Associates* from other top lobbying firms is that there are no junior members of our team. Members of our firm have proven themselves to be strategic, smart, and capable, garnering a stellar reputation in strategically working both sides of the Capitol and the California Delegation in particular. Our proposal highlights our accomplishments, including successes in creating and shaping programs and securing appropriations and favorable policy outcomes for our clients.

We also have extensive experience working effectively with executive branch agencies and regulatory bodies in advancing our clients’ priorities, both directly with the agencies and indirectly through developing our clients’ relationships with Members of Congress and their staff. This includes work with the federal offices that are relevant to the Los Vaqueros project, including the Department of the Interior and Bureau of Reclamation, the Environmental Protection Agency, and key officials in the Biden-Harris White House, including at the Council on Environmental Quality. We have worked with these federal agencies’ DC and California regional/district offices as advocates and legislative staffers.

We have also enjoyed long working relationships with decisionmakers for the State of California on natural resource matters. That includes years of working with the Natural Resources Agency and the Governor’s senior federal affairs advisors in DC, as well as key organizations like the Delta Stewardship Council, the CALFED Bay-Delta Program, and others.

Our experience has shown that there are several critical elements that, when combined, create the most effective federal advocacy agenda and implementation strategy:

1. *Timely Communications, Intelligence Gathering, and Feedback.* Maintaining efficient and ongoing communications between the JPA and its member agencies and *Kadesh & Associates* will be essential. We currently employ regular calls or virtual meetings with our clients to discuss current events and issues, share information, and strategize; and we use regular, on-going e-mail, calls, and other communications for issue-specific topics and concerns that arise. We regularly work collaboratively and under the direction of our clients’ government affairs offices and would expect to continue that close collaborative relationship with the Los Vaqueros JPA while carrying out the services required.

2. *Identifying Strategic Priorities/Opportunities and Developing Advocacy Action Plans.* Dating back to our time as Congressional staffers, we have a familiarity with – and some of us have worked to support – the Los Vaqueros Reservoir and its phased expansion. Given the expanded Los Vaqueros project’s unique

importance to California's water supply, including both urban and agricultural supply as well as wildlife refuges in the Central Valley, we propose to work closely with the JPA to craft and pursue a comprehensive advocacy strategy to maximize funding and policy opportunities, support federal benefit calculations, and communicate effectively with allies about policy goals. Some of these initiatives will require interaction with the Administration and agency officials, while some will be primarily legislative in nature. Often, the best strategy involves an attentive approach to both branches. One of our firm's core strengths is our skill in identifying priorities with our clients, then working through the congressional delegation to ensure that Congress and the executive branch understand and are ready to act on those priorities.

For example, members of *Kadesh & Associates* have supported the South San Francisco Bay Shoreline project dating back to their time in Senator Feinstein's office, and we have provided federal legislative representation for Valley Water since 2011, helping to secure \$177.2 million from the US Army Corps of Engineers for the project by securing the critical assistance of Senator Feinstein, who made the project her highest priority with the USACE during development of the FY18 disaster supplemental appropriations bill. We have continued to work with the congressional delegation and key committee staff on the project as it has evolved.

As a separate example of strategic advocacy, we have worked with Congressman Mark DeSaulnier for many years on behalf of our Air District clients. Our efforts included advocating for tailoring the Clean Corridors Act's EV charging and fueling infrastructure funding toward goods movement corridors such as those in the Bay Area where the need is greatest. We regularly briefed committee staffs and coordinated with the Congressman's office, increased the number of California cosponsors for the legislation, and positioned the legislation for its best chance of success. The Clean Corridors Act was included in the House's transportation bills for two successive sessions of Congress, and a modified version was included in the bipartisan infrastructure law enacted in 2021. We have worked with Rep. DeSaulnier's and Sen. Padilla's offices and others on advocacy as the program is implemented by the administration.

3. Raising Congressional/Regulatory Awareness and Maintaining Strategic Partnerships. Maintaining and further strengthening the Los Vaqueros JPA's profile with key Congressional and Administration offices will be a central focus of *Kadesh & Associates*' efforts. This is a particularly well-timed opportunity, with a newly appointed Executive Director at the JPA, and a Congress and White House that are very focused on realizing the funding opportunities made available by the 117th Congress.

Notably, Sen. Padilla and Rep. Huffman serve on key water committees and share an interest in water and environmental policy, and we have unrivaled working relationships with both offices. *Kadesh & Associates* also has excellent working relationships with many senior appropriators with an interest in water given our President and Principals' tenures as Chiefs of Staff to Sen. Feinstein and Rep. Calvert. We propose to work with the JPA and through these congressional partnerships to ensure that Phase 2 of the Los Vaqueros expansion project is in the best position to find federal support for its work. We are firm believers in finding, fostering, and/or supporting a congressional champion on key issues, and have worked with Reps. DeSaulnier (CCWD) and Costa (Grassland WD) for many years across dozens of policy areas.

4. Regular Coordination and Meetings with Congressional and Agency Staff. We routinely meet with the DC and California staff for the JPA's immediate congressional delegation, the congressional offices who represent the JPA member agencies, as well as the rest of the California delegation, and we have unrivaled relationships with the offices of Senators Dianne Feinstein and Alex Padilla given our many years of work with both Senators and their staff. We work regularly with the authorizing and appropriations committees on water matters for both SWP and CVP contractors, including on WIIN and other water infrastructure projects, cost allocations, water quality, and water deliveries. Similarly, on behalf of our clients, we meet regularly with the EPA, Bureau of Reclamation and other Interior agencies, Army Corps of Engineers, and key White House offices (CEQ, OMB), in support of WIIN, WIFIA, and other funding and regulatory

needs. Importantly, we do not just approach agencies and congressional offices when there is a crisis or when we have a request for help; instead, we regularly update them on the issues that our clients care about, and about any new developments in their districts. This helps build the long-term relationships that are needed for successful advocacy.

5. Developing Effective Advocacy Communications and Materials. Each member of *Kadesh & Associates'* team of consultants has extensive experience – both on and off the Hill – in drafting legislative language, Congressional statements, letters, and position papers. We have been highly successful in working closely with our clients to develop effective and concise position statements and communications in a timely manner to advance their legislative and regulatory priorities and goals.

CLIENT REFERENCES

Client Name: San Gabriel Basin Water Quality Authority (WQA)

Reference Randy Schollerman, Executive Director

Contact: Randy@WQA.com / (626) 338-5555

Project name: Funding to remediate groundwater contamination in the San Gabriel Valley

Project Dates: 2019- Present

The San Gabriel Basin Water Quality Authority (WQA) was established in 1993, to develop, finance, and implement groundwater treatment programs in the San Gabriel Basin, the primary source of drinking water for more than 1 million people in the San Gabriel Valley. In 1999, Congress created the San Gabriel Basin Restoration Fund (P.L. 106-554) within the Bureau of Reclamation to support treatment and remediation of groundwater contamination in the Basin. After a series of annual appropriations immediately following enactment, Congressional appropriations had dwindled to nothing.

Starting in 2019, *Kadesh & Associates* was retained by the WQA to help build congressional and administration support to address these funding shortfalls. We have worked directly with WQA staff and officials to brief the Interior Department and the bipartisan congressional delegation (Senators Feinstein and Padilla; and Representatives Napolitano, Chu, Calvert, and Torres) on the problem and need for additional funding. This effort has included meetings with key DOI officials and with the members and staff of the delegation, as well as outreach to the Appropriations Committees and the relevant authorizing committees. Following these briefings, we have worked with the WQA and the congressional delegation on Congressionally Directed Spending Requests.

This effort has begun to successfully restore funding: the FY22 Omnibus Appropriations bill contained \$10 million designated for the Fund; this was the first funding since FY11 and has since been followed by an additional \$10 million in the House's FY23 appropriations bill. We are continuing to work the delegation on FY23 funding and to extend the underlying authorization to address new contaminants and new contaminated areas within the Basin.

Client Name Metropolitan Water District of Southern California

Reference Abby Schneider, Executive Legislative Representative

Contact: ASchneider@mwdh2o.com / (202) 531-8568

Project name: Pure Water Southern California, formerly known as the Regional Recycled Water Program

Project dates: 2021- Present

Kadesh & Associates has represented the Metropolitan Water District of Southern California (MET) since 2008, with a scope of work that includes helping to improve water supply, promote water conservation through direct funding and tax measures, and address water quality and environmental concerns in Southern California. These efforts have become even more vital as MET responds to a changing climate and historic

statewide (and West-wide) drought. One such advocacy effort that began in 2021 has been in support of the Pure Water Southern California water recycling project partnership with not only the Los Angeles County Sanitation Districts but other Colorado River water agencies as well, which when complete will provide 150 mgd of sustainable drought-proof water supply to the region.

Our efforts to support MET’s funding needs for this ambitious project began in early 2021 with a series of briefings and conversations with congressional staff who were then beginning to scope infrastructure proposals. We recognized a strategic opportunity for our client, as there were no federal programs at that time that could support a water recycling project of the scope MET was designing. We worked with the offices of Reps. Huffman and Grace Napolitano, as well as Senators Feinstein and Padilla and several Bay Area congressional offices, on a strategy to (1) explain the need for, (2) create, and (3) fund a new large-scale water recycling infrastructure program at the Bureau of Reclamation. The argument we advanced was that California faced an urgent need (severe drought), and that a solution (large-scale water reuse projects) could serve as a model for the nation. Once the California offices understood the value of the project, we worked with key committee staff on both sides of the Capitol on legislative language, and worked to build an advocacy campaign with entities and representatives of other Western states.

This advocacy culminated in a legislative proposal for a new federal competitive grant program for large-scale water recycling that was introduced as a standalone bill in 2021. We were also able to work with committee staff and with MET to provide supportive testimony that referenced our client’s project before multiple congressional hearings. After the bill’s introduction, we continued to work the House and Senate as Congress’ infrastructure bills were further developed. The new grant program for large-scale water reuse projects was ultimately authorized and funded at \$450 million in the Bipartisan Infrastructure Law. Moreover, the new program’s statutory scope and prioritization mean that only a few such projects in the country are eligible, all in California; MET is one, Valley Water is another. We are now working with MET, Valley Water, and the Bureau of Reclamation on program implementation so that planning and design funding can be made available, and we are coordinating with congressional offices on potential opportunities to continue providing funding to this new account.

RELEVANT EXPERIENCE

Kadesh & Associates has an established record of success in developing relationships and accomplishments in securing results by providing the required services for this contract. Our highly respected, bipartisan team has been named one of Washington's most effective lobbying firms by Members of Congress and key Congressional aides and lobbyists. Mark Kadesh, President of *Kadesh & Associates*, has been noted as being among a few of the top lobbyists who have “mastered the art of working Capitol Hill’s hallways” and proven to clients that they can “shape the policy decisions made in the nation’s capital” (*The Hill*). *Kadesh & Associates*’ reputation and strengths have specifically been recognized in strategically working both sides of the Capitol and California’s powerful delegation. Bloomberg Government recently ranked *Kadesh & Associates* in the top 15 performing lobbying groups among nearly 2,000 competitors.

As a bipartisan Washington, DC-based government relations firm focusing specifically on California and California-related issues, *Kadesh & Associates* has extensive experience in representing and advocating for California public agencies before various federal policymaking bodies and offices. This includes conducting informational briefings for policymakers, coordinating meetings between policymakers and clients, and developing public testimony, advocacy and other written documents as well as coordinating work with clients’ representatives, consultants, and allies’ lobbyists. Consequently, *Kadesh & Associates* is uniquely positioned to “hit the ground running” in continuing to help the Los Vaqueros JPA advance its policy and funding goals for second phase of the reservoir’s expansion.

As a key part of our focus on providing individualized and specialized services, we work with our clients to understand and develop their objectives and craft appropriate strategies to realize their goals. We have been especially successful in representing California public agencies at the federal level and working effectively with the executive and legislative branches of the federal government. Additionally, we have further developed our team's in-depth familiarity and substantive expertise with California water, infrastructure, and environmental issues through several California clients that we currently represent.

Kadesh & Associates was founded in 2007 in Washington, D.C., and our Capitol Hill offices are conveniently located two blocks from the Capitol, a short walk from both the House and Senate office buildings and near the White House and federal agencies. This facilitates our ability to readily respond to and meet with Legislators and their staff as well as officials and staff in the Executive Branch, including key federal agencies. The office includes a conference boardroom and large outdoor patio space which is routinely used for meetings and Hill events and would be available as needed to staff and officials of the JPA for Washington visits and briefings.

We work with all of our clients to identify opportunities to improve the federal regulatory and funding environment for their projects and priorities. In addition to the water examples above, one recent project that has provided relevant experience is our work to deliver federal solutions to the FivePoint Operating Company, which is redeveloping the former Hunter's Point Naval Shipyard into a mixed-use housing and commercial site. We were engaged in 2021 to help resolve and expedite the cleanup of toxic chemicals and transfer of this former Naval base. Working with then-Speaker Pelosi and Senator Feinstein, we helped appropriate \$85M for FY22 cleanup efforts. The FY23 appropriations and NDAA have another \$90M and language authorizing the Navy to dispose of radiological and non-radiological properties on the site.

In addition, we have worked closely with the Port of Los Angeles (POLA) since 2010 to maximize Harbor Maintenance Trust Fund (HMTF) outlays. We have facilitated full use of the HMTF, dedicated funding for donor ports, and expanded uses to accommodate the Port's unique needs. We worked with California offices (Reps. Napolitano, Lowenthal, Huffman, and others), CAPA, AAPA, and T&I Committee staff to develop WRDA 2020 language impacting allocations, expanded uses, and the implementation date. We have also worked to fund \$50 million for the Section 2106 donor port program – included in the FY22 Omnibus and FY23 budget request. We continue to work with appropriations staff to develop new potential/ non-traditional funding sources for the Port such as the \$10M annual grant program to support zero-emissions technology. POLA is one of only two areas in the country qualifying for this program.

COST PROPOSAL

Kadesh & Associates is proposing a monthly fixed-fee retainer of \$12,000 for year one of this contract, with a 3% annual inflation adjustment. Our costs include all associated direct and indirect costs for this contract. This includes all costs associated with personnel, overhead, insurance, communications, and taxes, as well as travel costs for our team to travel to California as needed. Use of a fixed-fee retainer will facilitate the strategic planning, communications, advocacy and lobbying services of Mr. Kadesh, Mr. Miller, Mr. Kierig, and Mr. Ramey to be available to the Los Vaqueros JPA as needed to fully achieve the tasks outlined in the RFP as described in this proposal. As a fixed-fee contract we are committed to expend the hours required to accomplish the proposed scope of work.

Kadesh & Associates accepts accept the Authority's standard agreement for professional services (included as Attachment A to the RFP) with no change, and will adhere to the Authority's Diversity and Accessibility policy (included as Attachment B).

May 8, 2023

Ms. Taryn Ravazzini
Executive Director
Los Vaqueros Reservoir Joint Powers Authority
1331 Concord Avenue
Concord, CA 94520

Dear Ms. Ravazzini:

On behalf of VNF Solutions LLC, the consulting subsidiary of Van Ness Feldman, LLP, (VNF or firm), I am pleased to submit this proposal to provide the Los Vaqueros Reservoir Joint Powers Authority (Authority) with professional strategic consulting and federal government relations and advocacy services.

For 45 years, Van Ness Feldman and, more recently, VNF Solutions, has played a key role in the development of our nation's natural resource, environmental, energy, and water policies. Our founders and professionals have been involved in the development of most major federal policies in these substantive areas since the 1970s. VNF's professionals have served as elected Members of Congress, legal counsel, and policy advisors to members of Congress and Congressional committees, White House staff, and as Presidential appointees to federal agencies in both Democratic and Republican administrations.

A collaboration between the Authority and VNF will deliver the knowledge, experience, and network needed to continue and amplify the work of the Authority to support development and implementation of a federal strategy to support the Phase 2 expansion of the Los Vaqueros Reservoir Expansion Project (LVE Project). For the purposes of this proposal, I will serve as the Team Lead for VNF. Should you have any questions or require additional information beyond this proposal, I may be reached at jas@vnf.com, on my direct line at 202-298-1914, or on my cell phone at 202-487-4540.

Sincerely,



Jordan A. Smith
Principal

PERSONNEL OVERVIEW

VNF Solutions, a subsidiary of Van Ness Feldman, LLP, a long-time law and public policy firm in Washington, DC, was created to effectively help clients who need services beyond those offered by a traditional law firm. Honoring the legacy of Van Ness Feldman, VNF Solutions' vision is to provide clients a unique approach to government advocacy and public policy issues—one that is based on a deep knowledge of, and experience with, the subject matter, that complements the strong working relationships we have with regulatory agencies and legislators and goes beyond merely offering “insider” access. Our organization is renowned for developing sound public policy recommendations to address major national policy challenges, particularly in areas of wise stewardship and use of natural resources.

Drawing on a diverse team with decades of federal government and industry experience, VNF Solutions is distinguished by our ability to integrate expertise across a wide range of disciplines—producing distinctive pathways and strategies for solving clients' multifaceted policy challenges.

Our professionals deliver a comprehensive and seamlessly integrated range of services that includes strategic issue consulting, coalition creation and management, technology evaluations, legislative and regulatory impact analyses, land use planning, legislative and executive branch lobbying, and strategic communications.

Over the years, our bipartisan team has grown with an influx of both lawyers and public policy professionals, many of whom have spent time working in the public sector. VNF Solutions' government advocacy and policy team includes former Democratic Congressman Norm Dicks, who represented the Sixth Congressional District in State of Washington in the House of Representatives, where he became the senior Democrat on the House Appropriations Committee, and former Democratic Senator Mary Landrieu from the State of Louisiana, who served as Chairman of the Senate Energy and Natural Resources Committee. Additionally, many of our professionals have senior staff experience in Congress and in Administrations led by both parties. Regardless of the outcomes of four decades of elections, we have been able to help our clients succeed through numerous transitions in the Executive and Legislative Branches.

VNF is a nationally respected leader in providing successful government relations advice and representation to clients. Several third-party ranking services, including *Chambers USA*, *Chambers Global*, and *the Legal 500*, recommend VNF as a service provider in Washington, DC and across the nation in the areas of energy, transportation, environmental, and Native American law, policy, and government relations. Chambers describes the firm as having a “combination of regulatory, environmental, strategic and legislative expertise” that is “particularly praised for its

advice on emerging trends,” and “benefits from a central position in legislative and public policy debates among politicians and regulators.”

VNF adheres to the concept of firm representation, whereby the collective talents, expertise, and contacts of VNF are available and fully utilized to maximize quality and value. For purposes of this representation, the Authority would have access to the full resources of all professionals at VNF to achieve its objectives, as needed. Jordan Smith would serve as the primary lead facilitator and the day-to-day “boots on the ground” for the representation. We will not substitute the individual team members listed below without prior approval.

Brief biographies about the proposed team members are below. Complete biographies can be found at www.vnfsolutions.com.

Team Lead



Jordan A. Smith. Jordan has 25 years of experience providing public policy advice and representation on federal legislative and regulatory issues, with special emphasis on environmental and natural resource matters. Jordan’s experience includes developing and leading education and advocacy coalitions central to some of the most challenging public policy debates in the U.S. and across the globe. As the Executive Director of the National Endangered Species Act Reform Coalition, Jordan leads day-to-day management of the coalition, engages in strategic planning, organizes, and pursues legislative advocacy, and drafts communications and messaging materials on ESA issues. Jordan has a proven record of accomplishment building and keeping relationships with key policymakers in Washington, lobbying Congress, and the Administration on his clients’ policy priorities, designing and implementing public relations strategies, and offering comprehensive support and services to diverse memberships and constituencies.

Core Team



Sean Taylor. Sean has over a decade of experience representing municipalities and local governments on water infrastructure, federal regulations, public lands issues, and a variety of appropriations matters. He has developed sophisticated and comprehensive campaign plans that have successfully authorized infrastructure project initiatives for communities throughout the country. Sean maintains and builds bipartisan relationships with Members of Congress, political and public policy organizations, trade associations, coalitions, industry lobbyists, and Administration officials on behalf of VNF clients. Sean began his career in the United States Senate working for Senator Connie Mack of Florida and Senator Judd Gregg of New Hampshire, before serving as a Natural Resources Policy Analyst to Governor Jeb Bush of Florida. As Governor Bush's lead staffer in Washington, DC, Sean gained considerable experience developing regional

and national coalitions to help mold national energy legislation, influence ocean policy, and expand aquatic ecosystem restoration, and land & water conservation programs for the state.



Tanner A. Johnson. Tanner Johnson has over two decades of substantive experience handling issues related to coastal restoration and resiliency, natural resource policy, environmental restoration, federal and NGO grant processes and the purchase of land by federal agencies for conservation purposes. Tanner assists clients with issues related to climate change, federal energy policy, disaster resiliency, adaptation, coastal and wetlands restoration, as well as other environmental and natural resources policy issues. During his service as a senior Congressional staffer, Tanner led the staff-level negotiations, drafting, and coordination of external coalitions that resulted in the enactment of The Resources and Ecosystems Sustainability, Tourist Opportunities and Revived Economies of the Gulf Coast States Act, the RESTORE Act, which dedicates 80 percent of civil and administrative Clean Water Act penalties paid by those responsible for the 2010 gulf oil disaster to Gulf Coast restoration. Following his time on Capitol Hill and prior to joining the firm, Tanner managed the \$2.5 billion Gulf Environmental Benefit Fund at the National Fish and Wildlife Foundation (NFWF), a grant fund resulting from the BP oil spill which in part funds coastal restoration efforts in Louisiana, where he distributed over \$1 billion of these funds to projects along the coast in Louisiana and Texas.



Carlos Flores. Carlos Flores provides support to the firm's government advocacy and public policy practice. He is responsible for tracking, evaluating, and analyzing legislation in Congress and initiatives by the Administration that may impact the firm's clients. Carlos also provides clients with a comprehensive view of major actions and issues emerging on Capitol Hill through the coverage of congressional hearings and briefings in the agriculture, energy, natural resources, and environment sectors. Prior to joining VNF, he served as a legal intern for the U.S. Senate Committee on Agriculture, Nutrition and Forestry under the leadership of Ranking Member John Boozman. Besides his service to the committee, Carlos' additional experience includes an internship with a federal government affairs firm; an externship with the U.S. Environmental Protection Agency; as well as a temporary role with an agricultural trade association.

PROPOSED SCOPE OF WORK

VNF Solutions is pleased to offer the following services to the Authority, in accordance with the Request for Proposals, with the overall goal of supporting the federal strategy for the Phase 2 expansion of the LVE Project. The scope of our work will include, but not be limited to:

Development of an advocacy plan. VNF will work with the Authority to design an effective advocacy approach that will:

- Prioritize support of federal investment and partnership in the LVE Project, including an analysis of opportunities and challenges.
- Identify key policymakers in the Legislative and Executive Branches that can serve as champions.
- Review and refine messaging and communications that support the Authority's federal policy objectives.
- Determine specific and tailored strategies and tactics for engagement based on short and long-term needs.
- Establish a clear timeline for advocacy plan implementation and opportunities to measure success.

Building and strengthening relationships. A critical component to successful implementation of the Authority's advocacy plan is to ensure strong relationships with key officials and other stakeholders. VNF will identify and support efforts to:

- Amplify engagement with appointed and career officials in the Executive Branch in Washington, DC and in the region.
- Solidify relationships with key members of the California delegation and expand support among Members of Congress, key Congressional committees, and staff.
- Engage and coordinate with government relations professionals representing the Authority's member Agencies.
- Leverage trade associations and other like-minded stakeholders who do or should support the Authority's objectives.
- Identify opportunities to expand upon the coalition of current project supporters and determine how to best utilize the partnership.

Providing support services. Our team will work immediately with the Authority to:

- Track legislation, regulatory proposals, and funding opportunities with the potential to impact the LVE Project's goals.
- Arrange meetings with the Authority's leadership and Members of Congress, Congressional committees, and the Administration.
- Support development of position papers, letters, regulatory comments, and other critical communications as directed by the Authority's staff.

- Explore opportunities for targeted earned media engagement, to the extent desired.
- Identify opportunities to engage with and broaden network of supporters of the LVE Project's objectives.
- Organize and lead check-in calls with the Authority's Board, committees, staff, member Agency government relations professionals, and others, as directed.
- Provide written reports on developments, as desired and appropriate.
- Travel to region to meet with the Authority's leadership, members, staff, and others, as requested.

The firm recognizes that the Authority's needs are likely to evolve over time. The scope of services can be modified as needed to meet the Authority's expectations.

CLIENT REFERENCES

David Reynolds

Director of Federal Relations

Association of California Water Agencies

Phone: 202-434-4760

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Abby Schneider

Executive Legislative Representative

The Metropolitan Water District of Southern California

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Brad Sherwood

Assistant General Manager

Sonoma Water

Phone: 707-322-8192

Email: Brad.Sherwood@scwa.ca.gov

RELEVANT EXPERIENCE

The firm's experience includes broad knowledge of and involvement with the many of the U.S. Bureau of Reclamation's (USBR) programs across numerous administrations, particularly with regards to the agency's Title XVI and WaterSMART grant programs. We have successfully assisted clients in obtaining project authorizations and subsequent appropriations for those projects. Our efforts have also led us to work closely with the office of the Secretary of the U.S. Department of the Interior to facilitate large scale water supply projects for our clients, including the newly established large scale water recycling program at the Department.

Our team also has worked within, and with, Congress for decades to authorize water supply projects throughout the country, including navigating the Water Infrastructure Finance and Innovation Act (WIFIA), the biennial Water Resources Development Act (WRDA), and other statutes critical to advancing water projects in California and throughout the West.

Below are representational examples of VNF's success in leading and coordinating partnerships to shape public policy decisions and the investment of federal dollars to support client priorities and projects.

Sonoma Water. For over two decades, the firm has helped Sonoma Water with coalition building and policy advocacy before Congress, the Department of Commerce, the U.S. Army Corps of Engineers (Corps), the White House Office of Management and Budget (OMB), and the Council on Environmental Quality (CEQ). Our team has led the effort to establish the Pacific Coastal Salmon Recovery Fund, which has received federal funding every year since its inception in fiscal year 2000, totaling \$1.65 billion to-date. The firm also has provided legal and policy counsel to Sonoma Water over the past 15 years regarding the negotiation and implementation of a 2008 Biological Opinion (Bi-Op) to restore steelhead, Coho salmon, and Chinook salmon populations in the Russian River. After years of strategic advocacy with federal policymakers, in early 2020 the Corps awarded \$28.367 million to Sonoma Water for the federal share of Dry Creek restoration obligations outlined in the Bi-Op. The firm also was instrumental in helping the client secure a \$6.9 million award from USBR under the Infrastructure, Investment and Jobs Act (IIJA) to support the planning, design, and construction of water reuse projects in the region to reduce vulnerability to drought. We currently are providing strategic guidance to Sonoma Water regarding a Notice of Funding Opportunity released by USBR to restore and protect aquatic ecosystems that will support the study, design and construction of collaboratively developed ecosystem restoration projects that provide widespread regional benefits and improve the health of fisheries, wildlife and aquatic habitat through restoration and improved fish passage.

Tuolumne Utilities District (TUD). In 2019, TUD sought federal assistance to upgrade an aging (50-year-old) regional wastewater treatment facility in Sonora, CA. The facility had been struggling to meet permit regulatory requirements for several years. On behalf of TUD, the firm initiated outreach to the California State Office of the U.S. Department of Agriculture (USDA) Rural Development to seek assistance in upgrading the aging wastewater treatment facility. After several meetings and site visits between USDA and TUD staff, the firm assisted TUD in applying for a mix of USDA Rural Development grants and loans. In fall 2020, USDA awarded a \$4.2 million USDA Rural Development Grant as

well as a \$15 million loan to TUD to upgrade the Sonora Regional Wastewater Treatment plant's outdated technology.

Wabash Valley Resources. The firm assisted Wabash Valley Resources, Indiana's first zero-carbon fertilizer plant, to secure a \$35 million grant for Design Development and System Integration Design Studies for Coal FIRST Concepts. The project will gasify coal and biomass, produce electricity and hydrogen, and store the captured CO₂ in a deep geologic formation to help support local agriculture.

Air Products & Chemicals. The firm assisted Air Products with a \$253 million award to support their Port Arthur, Texas refinery. The refinery was the first in the country to use retrofit technology to capture carbon on a massive scale. Since 2013, Air Products has captured and recovered approximately 1 million tons of CO₂ annually using this technology.

City of Bellingham/Port of Bellingham Waterfront Restoration Project. Working with and on behalf of the City and Port of Bellingham, Washington, VNF secured \$9.8 million of support for the redevelopment of 140 acres of waterfront property formerly occupied by a pulp and paper mill.

Columbia River Treaty Power Group. Our firm advised this Columbia River-focused coalition on legislation to secure new funding sources for transmission of renewable power in western states, conditioned on modifications of the Columbia River Treaty. The legislation was successfully enacted in the 117th Congress and could provide a major funding source for new transmission improvements throughout the Pacific Northwest.

Cascade Water Alliance. In an effort to convert a hydroelectric facility to municipal water supply, VNF worked on behalf of Cascade Water Alliance (WA) to secure annual funding through Corps budget. We worked closely with the Washington State delegation to include language in the annual appropriations legislation directing the Corps to fund the initial study, and subsequent construction of the project, while avoiding threats to federal appropriations by Congress. The project received full funding to complete its study in FY2017 and was funded through FY2018 appropriations at \$33 million to begin construction.

Sacramento Municipal Utility District. VNF assisted Sacramento Municipal Utility District (CA) in its negotiations with the Department of Energy to implement a \$127.5 million Smart Grid Investment Grant to install a comprehensive regional smart grid system from transmission to the customer. The project included 600,000 smart meters, dynamic

pricing, 100 electric vehicle charging stations, and 50,000 demand response controls, including programmable smart thermostats and home energy management systems.

COST PROPOSAL

VNF is committed to providing efficient and valuable work to our clients. Based upon the scope of work outlined above, we propose a flat fee of \$7,500.00 USD per month, plus out of pocket expenses, for the initial term of the engagement. As we have found that no single model fits every client or project, we are willing to consider an alternate mutually agreeable fee arrangement that meets the Authority's resource management needs for this representation.

CONCLUSION

We appreciate the opportunity to submit this proposal to the Los Vaqueros Reservoir Joint Powers Authority. If you have any further questions or require additional information, please contact Jordan Smith at jas@vnf.com, on his direct line at 202-298-1914, or on his cell phone at 202-487-4540. Thank you.

Proposal to Los Vaqueros Reservoir Joint Powers Authority for Federal Government Affairs Services

From:



**WATER AND POWER
LAW GROUP PC**

BERKELEY · WASHINGTON, D.C.



BERKELEY · WASHINGTON, D.C.



May 4, 2023

Dear Ms. Ravazzini:

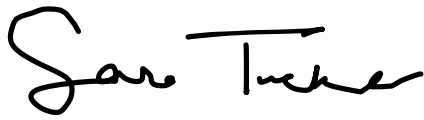
On behalf of Natural Resource Results (NRR) and the Water and Power Law Group (WPLG), we are pleased to submit the enclosed proposal to the Los Vaqueros Reservoir Joint Powers Authority (LVE JPA) for strategic consulting as well as federal government relations and lobbying services. Headquartered in Washington, DC, the NRR/WPLG team is a coordinated group of federal consultants, lobbyists, and an attorney with extensive experience in federal water and natural resource matters who understand that federal decisions are oftentimes not made on a technical basis alone but are instead often driven at the policy, legal and political levels. Understanding that overlay from years of negotiating and developing plans, advising decision-makers, and then implementing such matters is what sets our team apart. We know that decisions by federal agencies on questions such as how much to invest in LVE are influenced by many factors, both direct and indirect. Knowing this simple fact, as well as the processes and individuals that all have a role in federal decision-making, is what makes our combined approach to these matters effective.

Over the past three months, the NRR/WPLG team has been engaging with the LVE JPA and Contra Costa Water District (CCWD) staff on the proposed project with the goal of moving the Bureau of Reclamation to issue a Record of Decision (ROD). We have made significant progress in better understanding the challenges we face with our federal partners through several meetings with senior leadership at the Department of the Interior and regional leadership with the Bureau of Reclamation and the Fish and Wildlife Service. We have also begun the process of coordinating with the JPA partners' federal representatives to ensure collaboration and consistent messaging.

Given the combination of our relationships with decision-makers, knowledge of the issues, and understanding the need to quickly resolve outstanding differences with Reclamation, we feel that NRR/WPLG is uniquely situated to help LVE leadership achieve its immediate and longer-term goals for the project. We believe the combination of our two firms gives the LVE JPA the best possible representation, with extensive experience on these issues both from an agency and a Hill perspective.

Our team is pleased to share our proposal for continued engagement with the LVE JPA. Thank you for your consideration and we look forward to hearing from you.

Sincerely,



Sara Tucker
Partner
Natural Resource Results LLC
601 13th Street, NW
Suite 580 South
Washington, DC 20005
(202) 295-7595
sara@naturalresourceresults.com



John Bezdek
Shareholder
Water and Power Law Group LLC
Washington, DC Office
512 C Street NE, Ste 6
Washington, DC 20002
(202) 341-4549
Jbezdek@waterpowerlaw.com

Personnel

Natural Resource Results Overview

Natural Resource Results (NRR) is a Limited Liability Company and a leader in lobbying and government affairs consulting dedicated to principled advocacy, responsive consulting, and timely results for each client. We keep the mission and the reputation of our clients as our guiding benchmark. NRR is a full-service, bipartisan, and bicameral consulting firm located in Washington, D.C. with associated consultants in Portland, Oregon and the D.C. area.

NRR specializes in the areas of congressional authorizations, budget and appropriations, and administrative actions in the following issue areas: water infrastructure, water supply, outdoor recreation, wildlife habitat, agriculture, natural resource conservation, renewable and clean energy, forestry, fisheries, historic preservation, federal lands, National Parks, and conservation, and sustainable community development.

Our professionals have worked in the White House, the Department of the Interior, the Department of Commerce, the Senate, the House of Representatives, in non-profits, in trade associations, in law firms, on a farm, and on campaigns. Recently, Bloomberg Government named NRR as one of only 43 firms (out of approximately 2,000 considered), to be named as a ‘Top Lobbying Firm’ which was determined by measuring performance and client satisfaction.

Sara Tucker joined Natural Resource Results in September 2014 after serving as a Senior Professional Staff Member on the Senate Energy and Natural Resources Committee. She worked for three consecutive Chairs – Senator Bingaman, Senator Wyden and Senator Landrieu. Sara’s portfolio included public lands and water issues and she was the lead staff for the Water and Power Subcommittee first under the leadership of Senator Shaheen and subsequently Senator Schatz. Sara was responsible for covering the Bureau of Reclamation’s budget, policies and programs. Sara also staffed the National Parks Subcommittee and worked for Senator Feinstein as a senior fellow.

Garrett Durst joined Natural Resource Results as a Senior Associate after serving as Deputy Chief of Staff and Legislative Director for Congressman John Garamendi. While working for the Congressman, Garrett earned a reputation as an effective and outcome-oriented senior advisor. He has been intimately involved in the development of the WIIN Act and in the advancement of several large California infrastructure projects including Sites Reservoir, the Hamilton City Flood Risk Reduction and Ecosystem Restoration Project, and the Feather River West Levee Project, which rehabilitated roughly thirty-two miles of levee on the Feather River.

Water and Power Law Group Overview

NRR is combining forces with John Bezdek of the Water and Power Law Group (WPLG) to provide the finest representation. We believe that combining NRR’s expertise and extensive contacts on legislative

and administrative issues with John's understanding of water law, Reclamation law and policy, and proven track-record solving otherwise intractable water issues will position the LVE JPA to overcome its challenges.

John Bezdek is a shareholder in WPLG, located in the Washington, DC office. John joined WPLG after a highly decorated twenty-year career with the Department of the Interior where John held several leadership posts regarding water resources development including Counselor to the Deputy Secretary, Assistant Solicitor for Water and Power, and Special Assistant to the Chief of Staff. As Counselor to the Deputy Secretary, John was the lead Administration negotiator on the Water Infrastructure Improvements for the Nation Act (WIIN) and was also principally responsible for developing the Obama Administration's drought response strategies. As Assistant Solicitor, John was responsible for all legal matters arising out of the administration and operation of the Reclamation program, including the design, development, authorization, funding, and implementation of several major civil works projects, including the Navajo-Gallup Water Supply Pipeline and Ridges Basin Reservoir (renamed Lake Nighthorse). John also managed several complex science processes, including the process analyzing the potential removal of 4 dams on the Klamath River, and negotiated with the Administration on the release of several feasibility reports to Congress.

Scope of Work

NRR and WPLG propose a scope of work that provides strategic consulting and lobbying regarding federal investment in the project. Specifically, this includes the following actions:

- Continue working with the LVE JPA to jointly develop a strategic approach to achieve JPA goals and objectives and assess and mitigate potential policy and/or legal impediments regarding additional federal participation in the project.
- Continue coordination among the lobbyists representing the various partner organizations to ensure timely communication and effective advocacy.
- Continue working to secure permits needed for issuance of ROD.
- Continue the dialogue with Reclamation at both regional and DC levels, to better understand its current perspective on the project i.e., identification of potential federal benefits received in exchange for obligating WIIN Act and IJA funds.
- Work with allies on Capitol Hill, including Senator Feinstein, Senator Padilla, Congressman DeSaulnier and Congressman Costa, to ensure they are up to speed on project status and well positioned to lean on Reclamation, if necessary.
- Work with the LVE JPA to maintain and bolster the diverse coalition of current project supporters.
- In addition to the items listed above, we propose a weekly check-in call to maintain forward momentum.
- We propose two fly-ins, one scheduled for the fall of 2023 and another one in the spring of 2024. These fly-ins include bringing LVE JPA representatives to DC to lobby the Congressional

delegation and the Department of the Interior regarding the project, the timeline and getting to a ROD.

Client References

NRR and WPLG offer the following individuals as references for our work. We invite the LVE JPA to contact any of them to learn more about our experience and expertise.

Sonoma Water

Brad Sherwood

Community and Government Affairs Manager

ADDRESS: 404 Aviation Blvd, Santa Rosa, CA 95403

TELEPHONE: 707-547-1927

EMAIL: Brad.sherwood@scwa.ca.gov

SERVICES PROVIDED: WPLG and NRR have both worked on separate issues for Brad Sherwood and Sonoma Water.

NRR's work with Brad Sherwood has focused on the following:

Sonoma Water is working on a joint approach to update the Water Control Manual (Manual) for Lake Mendocino to incorporate new technology in weather forecasting and observation. The updated Manual will better balance flood control and water supply needs, while reducing flood risk and benefitting salmon. To date, over \$20 million in appropriations has been secured for this update and the reservoir has retained significant quantities of water supply that previously would have been released. NRR has secured over \$3 million in federal funds for the Dry Creek Restoration Project feasibility study, which will restore three miles of salmon habitat in the Russian River Watershed. Sonoma Water and the Corps are jointly responsible for completion of the project.

Colorado River Board of California

Christopher Harris

Executive Director

ADDRESS: 770 Fairmont Avenue, Glendale, CA 91203

TELEPHONE: 818-500-1625

EMAIL: csharris@crb.ca.gov

SERVICES PROVIDED:

Sara represents the six water agencies in California that receive water from the Colorado River. She works with the Board to provide monthly updates on relevant federal activities regarding the Colorado

River and western water management. During the Drought Contingency Plan (DCP) negotiations, Sara worked with committee staff to advance the legislation. She scheduled lobby visits and prepared testimony for the congressional hearing on DCP legislation. Sara communicates with committee staff about the Salton Sea and works with the Salinity Control Forum to advocate for appropriate salinity control funding.

Friant Water Authority

Jason Phillips

CEO

ADDRESS: 8050 N. Palm Ave, Suite 300, Fresno, CA 93711

TELEPHONE: 559-562-6305

EMAIL: jphillips@friantwater.org

SERVICES PROVIDED:

John currently serves as Special Counsel for Water Resources with the Friant Water Authority (FWA). In this role, John is responsible for protecting and expanding, to the extent possible, FWA's water supply. John has been responsible for developing a strategic plan to address FWA's water supply needs considering pressures from application of the ESA, the State WQCP, effects of climate change, and other regulatory actions.

List of Projects

NRR and WPLG have extensive experience working with local governments and water and irrigation districts and regional entities to secure federal support for California water infrastructure projects. Together, we have a robust record of successfully moving projects from concept to completion, securing necessary authorizations as well as appropriations to advance our client's priorities. Some of our successes include:

PL 566 Watershed Act. In 2018, we worked with NRCS and the South Valley Water Association to get funding for a strategic land retirement study in the Central Valley.

WaterSMART Grants. For the past several years, we have worked with several non-governmental organizations who have partnered with irrigation districts to procure Water Energy and Efficiency Grants through the WaterSMART program. These funds help create in-stream flows and lead to more drought resilient watersheds.

Sites Reservoir. To date, NRR has helped secure over \$200 million for the Sites Reservoir project and shepherded the project's feasibility study through the Department of the Interior and the Office of Management and Budget to ensure that the project remains eligible for WIIN Act Storage Account funding.

Hamilton City Project. Starting in 2011 NRR worked with Reclamation District 2140 on the Hamilton City project, which is an Army Corps of Engineers Flood Risk Reduction and Ecosystem Improvement project that constructed a new setback levee to replace the existing Sacramento River levee protecting Hamilton City and restored roughly 1,500 acres of floodplain habitat. The total project cost was \$90 million (65% federal, 35% non-federal), all of which has been secured. Construction on the levee is largely complete and the mitigation and monitoring will be completed in 2020.

Shasta Dam Raise. While at the Department, John Bezdek negotiated with the Office of Management and Budget the release of the feasibility study for raising the height of Shasta Dam. The release of this feasibility study has allowed for a discussion in Congress on whether the dam should be raised.

Delta Smelt Resiliency Plan/Reinitiation of Consultation on Long Term Operations of the CVP and SWP. While at DOI, John was the architect of the delta smelt resiliency plan and was able to secure the commitment to reinitiate consultation on the operations of the SWP and CVP. John is currently part of a team of key individuals reviewing the draft biological opinions before they are released to the public.

Funding for Friant-Kern Canal Capacity Correction. WPLG has been working directly with Friant Water Authority to obtain additional funding to undertake repairs to the Friant-Kern Canal to address the impacts of land subsidence.

Cost Proposal

NRR and WPLG propose the following for the period of May 22, 2023, through June 30, 2024:

Monthly Retainer: We propose \$15,000 a month total to cover time for both firms

Expenses: Reimbursable expenses, including out-of-town travel (pre-approved by the LVE JPA), not to exceed \$10,000 annually.

Given the scope of work we believe this is appropriate and reasonable. We would be happy to discuss this proposal with you at your convenience and we look forward to hearing from you.

ITEM 2.3: ADOPTION OF RESOLUTION NO. 5-23-01 AUTHORIZING SUBMISSION OF WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT (WIFIA) LOAN APPLICATION

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

That the Authority's Board of Directors adopt Resolution No. 5-23-01 to authorize the submittal of an application to the U.S. Environmental Protection Agency (USEPA) for a loan under the Water Infrastructure Finance and Innovation Act (WIFIA) as administered by the USEPA.

DISCUSSION:

At the May 11, 2022 Board meeting, the Board of Directors adopted Resolution No. 5-22-02 to authorize submittal of a Letter of Interest to the USEPA with respect to a WIFIA loan to be provided to the Authority. The Authority submitted that Letter of Interest and has been invited to submit an application for the WIFIA loan. The Authority has engaged Standard & Poor's to work on providing a confidential indicative credit rating for the Authority, which was recently received. Staff, with the assistance of the Authority's financial consultant, Clean Energy Capital, is continuing to work on the WIFIA loan application.

As previously discussed, the WIFIA loan application will seek funding of an amount not to exceed \$675,000,000 with a repayment period of up to 35 years. The requested not-to-exceed loan amount is an estimate that reflects 49% of eligible project costs, the statutory lending limit under the WIFIA program. The not-to-exceed loan amount may be increased or decreased during the loan processing period.

The WIFIA loan would not close until such time as the Service Agreement is executed, as that agreement will include the financial provisions relating to payment of the debt service on that loan. The timing of initial drawdowns on the WIFIA loan will be considered based upon other funding sources the Authority has in place and on current interest rate conditions, as once the loan is drawn upon, the interest rate locks in.

The Authority will pay a \$100,000 application fee to the JPA upon filing of the application. The application fee amount has been included in the FY2023 budget. In addition, the Authority will be obligated to reimburse the EPA's transaction costs of processing the WIFIA Loan. While such reimbursement is expected to be funded from WIFIA Loan proceeds, the Authority is obligated to make this reimbursement to the EPA in the event that the WIFIA Loan fails to close. Authority staff is meeting with the EPA to learn the budget for EPA transaction costs, which are expected to be in the \$100,000 to \$300,000 range.

This requested loan amount, if received, would greatly reduce or even eliminate the need to issue Revenue Bonds for the Authority's construction cost share of the Phase 2 Los Vaqueros Reservoir Expansion Project. It would also reduce reliance on future appropriations under the Water Infrastructure Improvements for the Nation Act (WIIN) and Infrastructure Investment and Jobs Act (IIJA), while fully utilizing all federal appropriations received to date and that may be secured in future years. The WIFIA loan program provides the Authority with flexibility to accept additional comparable appropriations and grants as may be realized during the construction program and reduce the actual amount of WIFIA borrowing to amount below the not-to-exceed limit.

ALTERNATIVES:

The Board could opt to delay approving authorization to submit the WIFIA loan application to the June 14 Board meeting.

FISCAL ANALYSIS:

Loan amount expected to be up to \$675,000,000. Annual debt service will depend on the agreed upon repayment period and final interest rate.

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Resolution 5-23-01

RESOLUTION NO. 5-23-01

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS VAQUEROS
RESERVOIR JOINT POWERS AUTHORITY APPROVING SUBMITTAL
OF APPLICATION FOR LOAN PROVIDED UNDER THE
WATER INFRASTRUCTURE FINANCE AND INNOVATION ACT**

WHEREAS, the Water Infrastructure Finance and Innovation Act (WIFIA) was enacted by the United States Congress to accelerate investment in water infrastructure projects by providing long-term, low-cost supplemental loans for regionally and nationally significant projects; and

WHEREAS, the WIFIA program is administered by the U.S. Environmental Protection Agency (USEPA) and provides for beneficial financing terms that may be made available to the Authority, including, but not limited to, a single interest rate to be used, which is tied to the U.S. Treasury rate for a similar maturity that would apply even if draws from the loan are deferred; and

WHEREAS, the Phase 2 Los Vaqueros Reservoir Expansion Project (Project) is the type of infrastructure project for which funding under WIFIA is available; and

WHEREAS, the Authority's Board of Directors previously adopted Resolution No. 5-22-02 to authorize submittal of a Letter of Interest for a loan under the WIFIA program and the Authority has been invited by USEPA to submit an application for such a loan; and

WHEREAS, the Authority's Board of Directors finds and determines that it is in the best interest of the Authority and its Members to submit an application for a loan under the WIFIA program to procure funding for the Project,

NOW, THEREFORE, the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority hereby authorizes Authority staff, as soon as is practicable, to submit an application for a loan of up to \$675,000,000 under the WIFIA program and authorizes the Executive Director to take all necessary actions in connection with the submittal of that application.

PASSED AND ADOPTED by the Board of Directors of the Los Vaqueros Reservoir Joint Powers Authority this 19th day of May, 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Angela Ramirez Holmes, Chair

Attest:

Ellen Wehr, Secretary

ITEM 2.4: APPROVAL OF CREATION OF AD HOC COMMITTEE FOR CCWD FACILITIES USAGE AGREEMENT

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

That the Board of Directors approve the creation of an Ad Hoc Committee to review issues relating to the CCWD Facilities Usage Agreement.

DISCUSSION:

Over that past four to five years, staff from the Authority's Members has worked with CCWD staff on determining the facilities usage fees and related issues connected with the amounts to be paid to CCWD in exchange for the rights to use CCWD's storage and conveyance facilities. Eventually, these issues will be incorporated into the CCWD Facilities Usage Agreement which will then inform the Service Agreement the JPA will enter into with the Members to convey those usage rights to the respective Members.

In late December, the Authority provided a counter-proposal to CCWD regarding the facilities usage fees and CCWD recently responded to that counter-proposal. Similar to how the CCWD Design and Construction term sheet has been reviewed and analyzed and feedback provided, staff believes it is prudent to have the CCWD Facilities Usage Agreement issues 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 2.5: APPROVAL OF MEMBERSHIP IN ASSOCIATION OF CALIFORNIA WATER AGENCIES

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

That the Board of Directors approve the Authority to join the Association of California Water Agencies (ACWA).

DISCUSSION:

The Communications and Outreach Committee previously discussed possibly joining the ACWA but deferred any recommendation pending further information on the dues to be paid. Staff further investigated the costs of joining ACWA and presented that information to the Communications and Outreach Committee at its April 26 meeting. ACWA dues are based on an agency's operating expenses and then a 50% discount is applied to the first year's dues and a 25% discount is applied to the second year's dues. At this point of the year, the dues are also subject to proration. ACWA does not invoice new members for full membership until the third year of membership.

Thus, because the JPA does not have 2021 operating expenses, it falls at the bottom of the 2023 Dues Schedule. The dues would be \$795.00 and would be reduced by 50% (\$397.50) for the first year discount and then the balance of \$397.50 would be prorated for the second half of 2023, to leave a dues amount of \$198.75.

ALTERNATIVES:

The Board could opt not to join ACWA.

FISCAL ANALYSIS:

Costs for ACWA membership for the remainder of calendar year 2023 would be \$198.75.

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

ACWA membership dues information

ACWA membership information

ACWA Membership

As the largest coalition of local public water agencies in the country, the Association of California Water Agencies works hard to assist its members with the critical job of providing safe, reliable water to Californians. From advocacy to information to education on new trends, ACWA members have powerful resources to help them meet challenges at the local level.

Advocacy to Support Solutions

ACWA's Board of Directors has adopted a strong policy commitment to comprehensive water solutions. With the active involvement of its member and coalition partners, ACWA is dedicated to advancing policies that improve water supply reliability, protect local agency decision making and promote an integrated, comprehensive approach to water policy and management.

ACWA's policy agenda is driven by its Board of Directors through the adoption of policy principles and identification of goals in the association's Strategic and Business Plan. In addition, ACWA's various policy committees, including the State Legislative Committee, help identify issues of importance to member agencies. ACWA's monthly [priority issues bulletin](#) (available at acwa.com) provides a high-level look at recent activity and initiatives.

Outreach

ACWA speaks as one voice for California water, but we can only do so with the backing of an informed, engaged membership. Your involvement through direct outreach to legislators, regulators and administration officials is what strengthens our state and federal advocacy efforts.

ACWA's Outreach Task Force helps guide our outreach program, implements new policies, creates programs and resolves issues that arise during the two-year term. Outreach Task Force members are appointed by the ACWA President.

If you would like to receive Outreach Alerts and Advisories, sign up to become an Outreach Ambassador by filling out the online form at acwa.com or contact your Regional Affairs Representative.

Agencies that participate by responding to Outreach Alerts can earn recognition through ACWA's Outreach Awards. In order to receive credit for the ACWA Outreach Awards Program, you must use the online Outreach Interaction form (available at acwa.com) to report emails, phone calls, in person meetings or upload PDF copies of letters and faxes.

Communications

ACWA's award-winning Communication Programs support and advance the association's legislative and regulatory agendas. ACWA membership offers access to exclusive toolkits, policy documents, and other

information on our website, www.acwa.com, and to industry-leading publications including ACWA News and E-News.

Awards

ACWA's awards program is our way of shining a spotlight on the outstanding agencies, member volunteers, lawmakers and water leaders whose exceptional service helps to advance our organizational mission. The association recognizes the people and programs that contributed to a stronger ACWA.

Conferences & Events

ACWA offers numerous conferences, trainings, workshops and events each year at a discount to members. These include ACWA's conferences, which are the premier destination for water industry professionals to learn and connect, as well as a state legislative symposium, regulatory summit, and regional programs and tours. Many of these programs offer opportunities to earn continuing education credits.

Discounted Services through ACWA's Preferred Provider Program

ACWA's Preferred Provider network is a member benefit program that connects you to businesses that have been vetted and endorsed by ACWA and are ready to serve you with an array of products and services. ACWA's current APPs can help you reduce costs for insurance, natural gas, small hydro systems, and licensed water operator staffing services.

ACWA Joint Powers Insurance Authority

Membership in ACWA provides agencies with the opportunity for exclusive access to huge cost savings with the ACWA Joint Powers Insurance Authority (JPIA). ACWA JPIA is a partnership of water agencies working together to share the risks associated with purveying water. The risk-sharing programs of the JPIA area a cost-effective form of risk management available only to public entities, allowing them to bypass the high cost of commercial insurance. The JPIA offers its members Liability, Property, Workers' Compensation, and Employee Benefits coverage. Additional information is available on the JPIA's website at <https://www.acwajpia.com/>.

Katie Dahl, Member Services Manager, katied@acwa.com
980 9th Street, Suite 1000, Sacramento, CA 95814
Phone: (916) 669-2439

MAXIMIZE YOUR MEMBERSHIP



In addition to advocacy and a voice on key water issues, your membership in ACWA gives you access to a wide variety of information, resources and value-added programs. To help you get the most of your membership, here are a few tips for maximizing your participation in ACWA.

1

ENGAGE IN THE ISSUES

Whether its serving on a Region Board or participating in a Committee, there are plenty of ways to get involved. ACWA's thirteen standing committees provide guidance to the association on a wide variety of issues. ACWA's ten regions support ACWA's goals, engage in local outreach efforts, and educate ACWA's membership.

2

STAY INFORMED, TAKE ACTION, USE OUR TOOLKITS & GET AWARDED

Gain access to www.acwa.com to keep up on the latest issues, join our outreach network, learn about ways to get recognized for leadership in California water and access helpful toolkits to help educate local audiences.

3

NETWORK & GAIN KNOWLEDGE

ACWA events are the premier destination for water industry professionals to learn and network. Events include ACWA's bi-annual statewide conferences, Washington, DC conference, region events, webinars, and many others.

4

SAVE MONEY

Make the most of your membership today by reviewing your benefits including products and services available to your agency. Members receive discounted rates on all ACWA-sponsored events and publications. ACWA's Preferred Provider network connects you to businesses that have been vetted and endorsed by ACWA.

5

GET INSURED

ACWA members have exclusive opportunity to partner with ACWA JPIA for liability, property, worker's compensation and employee benefits coverage – potentially saving agencies hundreds of thousands of dollars annually.

ACWA UPDATE ON PRIORITY ISSUES

A high-level look at recent ACWA activity and initiatives.



MAY 2023

Water Rights Legislation

ACWA continues to work closely with its water rights work group and State Legislative Committee to advocate against water rights legislation that is seeking to fundamentally change the way California's water rights system is implemented and enforced. AB 460 (Bauer-Kahan), which would grant the State Water Resources Control Board new and sweeping authority to issue interim relief orders against water diverters and users passed out of the Assembly Judiciary Committee April 25 and advanced to the Assembly Appropriations Committee. SB 389 (Allen), which would authorize the State Water Board to investigate and determine the scope and validity of any water right claim, passed out of the Senate Natural Resources and Water Committee April 25 and also advanced to the Senate Appropriations Committee. AB 1337 (Wicks), which would authorize the State Water Board to issue sweeping curtailment orders against any claim of right in any water year, passed out of the Assembly Water, Parks, and Wildlife Committee on April 18 with amendments and will next be heard in the Assembly Appropriations Committee. ACWA distributed Outreach Alerts March 14 and April 5 urging members to join the ACWA-led coalition to oppose all three bills and to contact legislators to express opposition. The Alerts are available at acwa.com/notifications. Members may still join the coalition.

STAFF CONTACT

Kristopher Anderson
State Relations
Advocate
krisa@acwa.com

SB 867 - Drought and Water Resilience Bond

The Senate Governance and Finance Committee passed SB 867 (Allen) on April 27. The bill is scheduled to be heard next in the Senate Appropriations Committee. SB 867 would place a drought and water resilience General Obligation bond on a future California statewide ballot to fund infrastructure investments in water and drought, wildfire and forest resilience, coastal resilience, and other natural resources issues. ACWA is urging members to support SB 867 if it is appropriately amended to include [ACWA's state infrastructure funding priorities](#). ACWA is advocating for a \$7.85 billion bond investment in water infrastructure that focuses on a number of critical water issues including: recycled water, groundwater recharge and storage, flood protection, dam safety, conveyance, storage, safe drinking water, regional watershed resilience, State Water Project improvements, and water conservation. More information is available in an Outreach Alert that ACWA distributed to members March 9 at acwa.com/notifications.

STAFF CONTACT

Adam Quiñonez
State Relations
Director
adamq@acwa.com

SB 23 - Streamlining Permitting of Critical Water Projects

The Senate Environmental Quality Committee passed ACWA-sponsored SB 23 (Caballero) on April 26. The bill will be heard next by the Senate Appropriations Committee. SB 23 would improve and streamline the regulatory permitting process, while preserving established environmental protections, so that critical infrastructure projects are built at the pace and scale needed to prepare for climate change. More information on how SB 23 would streamline the regulatory permitting process of water supply and flood risk reduction projects can be found in a fact sheet available at acwa.com/resources. ACWA distributed an Alert April 24 asking members to contact legislators and join the ACWA-led coalition in support of the bill. Members may still join the coalition. The Outreach Alert is available at acwa.com/notifications.

STAFF CONTACT

Kristopher Anderson
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krisa@acwa.com

AB 1572 - Potable Water: Nonfunctional Turf

AB 1572 (Friedman) by Assembly Member Laura Friedman (D-Glendale) would define nonfunctional turf, prohibit the use of potable water for the irrigation of nonfunctional turf, and create a program within the State Water Board for regulation of the prohibition. ACWA's State Legislative Committee took an oppose-unless-amended position on the bill, and ACWA staff continues to coordinate with its turf work group and meet with the Assembly Member's office and sponsors to walk through proposed amendments. A few concerns remain as the bill currently includes multifamily properties within the ban on nonfunctional turf irrigation, which is impractical and inequitable. The bill will next be heard in the Assembly Appropriations Committee.

STAFF CONTACT

Julia Hall
Senior State Relations
Advocate
juliah@acwa.com

AB 249 - Testing for Lead in Drinking Water at Schools

ACWA has a not-favor-unless-amended position on AB 249 (Holden), which would establish new requirements in state law for testing by community water systems for lead in drinking water at public schools. The bill was heard May 3 in the Assembly Appropriations Committee and referred to the Suspense Calendar for later action by that committee. If AB 249 is enacted, the two programs would likely have different requirements with overlapping compliance periods. This timing could likely lead to public water agencies having to conduct testing in public schools twice for the same purpose. ACWA is coordinating on this bill with the California Municipal Utilities Association (CMUA) and the California Special Districts Association. The State Legislative Committee's Lead in Drinking Water Work Group is engaged with staff on this legislation.

STAFF CONTACT

Cindy Tuck
Deputy Executive
Director
cindyt@acwa.com

Clean Fleets Rule

The California Air Resources Board (CARB) on April 28 adopted the proposed [Advanced Clean Fleets \(ACF\) Regulation](#). The ACF regulation requires California fleet owners and operators, including all public agencies – such as ACWA member agencies – to start purchasing zero-emission vehicles in 2024, with the goal to move California's medium- and heavy-duty trucks to zero emission, where feasible, by 2045. ACWA and its coalition partners have engaged with CARB staff and board members on this process for several years. Throughout this process, ACWA stressed the importance of considering when available vehicle models would not meet fleet needs, and the need to maintain reliability of the electric grid to support oncoming electric vehicles. As a result of ACWA's efforts, CARB has built exemption pathways into the ACF regulation for situations where available zero-emission vehicles do not meet fleet needs, and when charging infrastructure is not yet built to support fleet electrification. More information is available in an article at acwa.com/newsroom.

STAFF CONTACT

Nick Blair
State Relations
Advocate
nickb@acwa.com

Federal Drinking Water Standards for PFAS

The EPA recently announced the proposed National Primary Drinking Water Regulation for six PFAS substances. The proposal would regulate PFOA and PFOS as individual contaminants, and regulate four other PFAS – PFNA, PFHxS, PFBS, and GenX Chemicals – as a mixture. EPA proposed to set the federally enforceable limits, maximum contaminant levels (MCLs), at 4 parts per trillion (ppt) for PFOA and PFOS and proposed water concentration limits for the remaining four PFAS based on its estimated hazards, known as a Hazard Index. The proposal was [published](#) on March 29 with a 60-day comment period with comments due May 30. ACWA will submit comments on the proposal. EPA plans to finalize the regulation by the end of 2023. For more information on the proposal visit EPA's [website](#).

STAFF CONTACT

Madeline Voitier
Federal Relations
Representative
madelinev@acwa.com

ACWA Elections

ACWA has launched two separate but concurrent election processes for the 2024-'25 term: the Board officers' election for ACWA President and Vice President and the region board elections. The Board officers' Election Committee issued an official call for candidates in April for members interested in running for President or Vice President. ACWA's region Nominating Committees also issued a similar call for candidates for those interested in serving on the 10 region boards. As a result of bylaw changes approved by the membership in 2022, the way in which ACWA members elect the President and Vice President has changed. More information on the changes, how to vote and how to become a candidate is available at acwa.com/elections.

STAFF CONTACT

**BOARD OFFICER
ELECTION:**
Donna Pagborn
Senior Clerk of the
Board
donnap@acwa.com

REGION ELECTIONS:
**Your Region
Representative**

Quench California

ACWA's statewide public education campaign, Quench California, is offering additional partnership opportunities, including the ability to place customized digital ads in targeted communities to help member agencies take advantage of the campaign branding and website while amplifying the importance of investing in water infrastructure. In addition, ACWA distributed new toolkit items to member agencies in an Advisory last month. Members are encouraged to utilize toolkit items to complement local outreach efforts and help increase the visibility of the campaign. More information about the partnership program is available [online](#). The toolkits and videos are available to members at acwa.com/resources. More information on the campaign is also available at QuenchCA.com.

STAFF CONTACT

Heather Engel
Director of
Communications
heathere@acwa.com



Bringing
Water
Together

Date: March 14, 2023

Los Vaqueros Reservoir JPA

2023 Annual Agency Dues	\$795.00
50% off First Year	\$397.50
Prorated June	(\$198.75)
	<hr/>
Total Amount Due	\$198.75

*****MEMBERSHIP DUES QUOTE*****MEMBERSHIP DUES QUOTE*****MEMBERSHIP
DUES QUOTE*****

DISCUSSION ITEMS

ITEM 3.1: SERVICE AGREEMENT APPROACH AND SCHEDULE UPDATE

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

Execution of the Service Agreement is a critical path for the Authority and the Project. Authority staff has engaged in an extensive process with Member Agency staff to work through and address key issues in support of Service Agreement development with the goal of finalizing the Agreement as soon as feasible in order to secure the Project's final funding award from the California Water Commission. Over the past several months, Authority staff has engaged with the respective general managers regarding the schedule for development and execution of the Service Agreement to be entered into between the Authority and the Members. Through those discussions and the series of workshops dedicated to Service Agreement development, it has become apparent that the initial schedule contemplated by the Authority (i.e., execution of the Service Agreement by October 2023) required adjustment to ensure sufficient time for thorough Authority and Member Agency Board approval.

In this item, the Board will be briefed on the revised schedule for development of the Service Agreement, as well as receiving an update on the current status of the Service Agreement.

ALTERNATIVES:

For discussion purposes

FISCAL ANALYSIS:

None

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Slide deck concerning Service Agreement schedule and related issues



Los Vaqueros Reservoir JPA
Service Agreement Approach and
Schedule Update

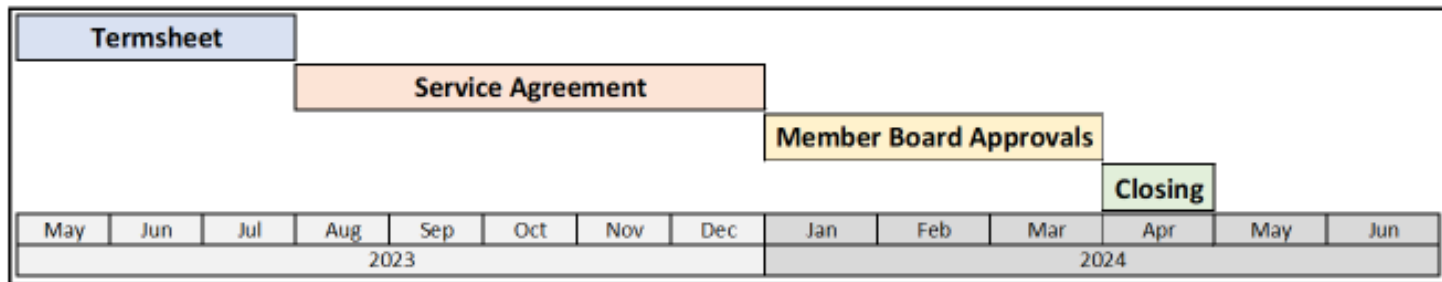
May 19, 2023

Executive Summary

- The California Water Commission (CWC) currently lists the Estimated Final Award Date for CWC Funding of the Los Vaqueros Reservoir Expansion Project as October 2023
- JPA Staff and Members have jointly developed a revised timeline that targets:
 - Execution of the Service Agreement between the JPA and Members by April 2024
 - Final Award Date for CWC Funding in June 2024
- JPA Staff intends to inform the CWC of the updated schedule in advance of the CWC's June 21, 2023 meeting

Service Agreement Timeline – Key Milestones

- The JPA and Members have agreed upon a revised timeline for the Service Agreement as summarized below:



- Service Agreement advancement will continue to utilize the Finance Workgroup, Legal Workgroup, and topical Sub-Groups providing ample opportunity for Member input and discussion

Feedback on Updated Timeline

- **The updated schedule is much more realistic, yet still aggressive**
 - The schedule assumes quick resolution among the parties of the complex issues surrounding each agreement
- **The schedule relies on significant near-term progress on pre-requisite agreements and tasks, the timing of which are not entirely under JPA control**
 - Public benefits agreements
 - CCWD and EBMUD agreements
 - CCWD/EBMUD Backstop Agreement

Feedback on Draft Timeline (cont.)

- **Other conditions-precedent must also be satisfied**
 - Member-specific conditions precedent that are in addition to finalization of key Project agreements
- **Lack of steady and significant progress on these other agreements and issues may delay progress in finalizing and executing the Service Agreement**

Key Project Agreements: CCWD and EBMUD

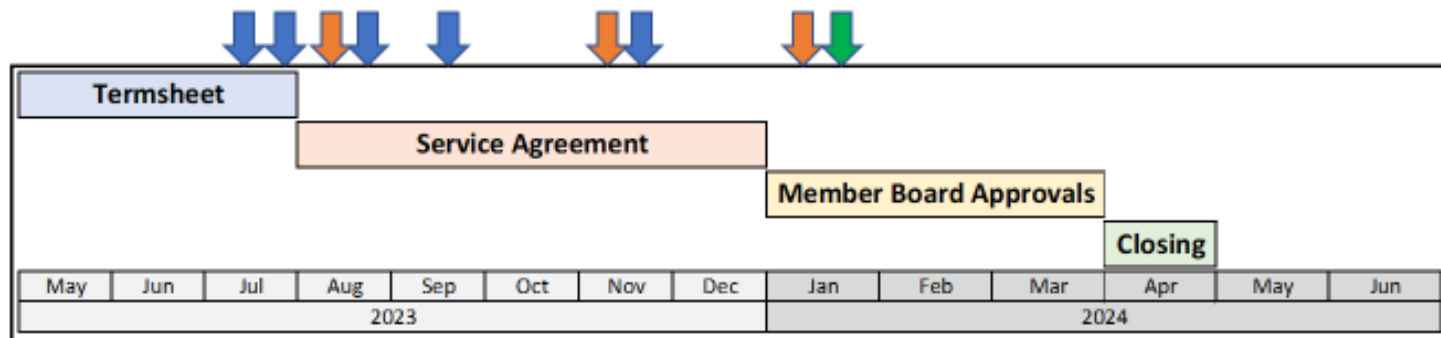
- **JPA staff has worked with CCWD and EBMUD to establish timelines for key Project Agreements between the JPA and CCWD, and the JPA and EBMUD, respectively:**
 - Facilities Usage Agreement
 - Design and Construction Agreement
 - Operations and Maintenance Agreement
- **JPA staff has also incorporated an additional critical Project Agreement – the CCWD/EBMUD Backstop Agreement, into the timeline**
- **While detailed schedules for advancing these agreements are still being developed, initial schedules are generally supportive of the updated Service Agreement timeline**

Service Agreement Timeline – Add CCWD/EBMUD Agreements (Representative Milestones)

CCWD Agreements to CCWD Board Committees

EBMUD Agreements to Members (Termsheets, Draft Agmts, Near-Final Agreements)

EBMUD/CCWD Backstop Agreement in Near-Final Form





Key Project Agreements: Public Benefits and Funding Agreements

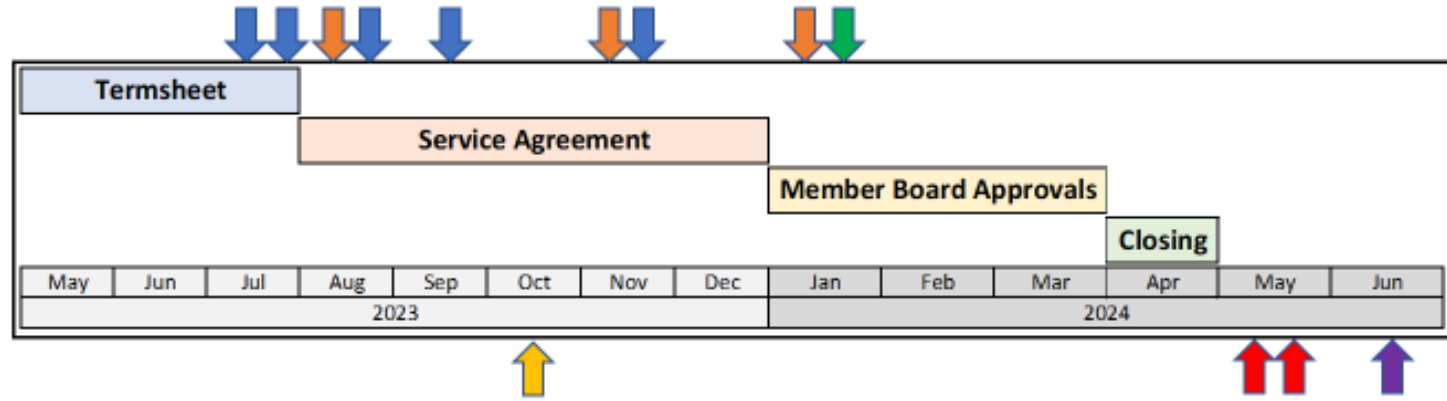
- **JPA staff and CCWD have established general timelines for the Public Benefits key contracts**
 - The Contracts for Administration of Public Benefits (CAPBs) are anticipated to be finalized in October 2023
 - The CWC Funding Agreement is anticipated to follow Service Agreement execution by approximately 60 days
- **JPA staff has also updated timelines for the WIFIA Loan and Interim Funding Agreement**
 - Both funding agreements are scheduled to close shortly after Service Agreement execution
 - See separate action item for submission of the WIFIA Loan Application

Service Agreement Timeline – Add CCWD/EBMUD Agreements, State Public Benefits Agreements, and Financing Agreements

CCWD Agreements to CCWD Board Committees

EBMUD Agreements to Members (Termsheets, Draft Agmts, Near-Final Agreements)

EBMUD/CCWD Backstop Agreement in Near-Final Form



Contracts for Administration of Public Benefits (CAPBs)

CWC Funding Agreement

WIFIA Loan and Interim Funding Agreement



JPA Board Briefings and Updates

- The JPA is committed to move the Service Agreement and all other project agreements along as expeditiously as possible
- JPA staff will continue to keep the JPA Board informed of pertinent issues regarding the Service Agreement and related project agreements
- The JPA Board is expected to utilize standing and ad hoc committees to further agreement development

JPA Support of Member Board Briefings

- JPA staff will support Members by participating in Board meetings and by preparing customized materials as requested by Members

ITEM 3.2: FINANCIAL TRANSITION UPDATE

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

CCWD and the Authority are aiming to complete the financial transition of deposits and accounting and financial services from CCWD to the Authority by June 30, 2023. This item will provide the Board with an update on the status of that financial transition.

ALTERNATIVES:

For discussion purposes

FISCAL ANALYSIS:

None

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Slide deck regarding financial transition activities



Los Vaqueros Reservoir JPA
Financial Transition Update
May 19, 2023



JPA Financial Transition

- **Maze Audit of FY2022**
- **Accounting RFP**
- **Audit RFP**
- **JPA Bank Account**
- **Fund 60 Transfer**



JPA Plan of Finance – Initial Implementation Plan



- **WIFIA Loan**
 - Confidential indicative credit rating has been received
 - Loan Application to be submitted in early June
- **Interim Financing Agreement (Bridge Loan)**
 - Intended as the JPA's "First-Drawn" facility, ahead of WIFIA Loan and Public Benefits funding
 - Implementation efforts to begin in 3Q/4Q 2023
- **Both financing facilities rely upon executed Service Agreements for their effectiveness**

ITEM 3.3: FY 24 BUDGET UPDATE, DRAFT FY 24 BUDGET BOOK AND MULTI-PARTY COST SHARE AGREEMENT AMENDMENT NO. 5

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

The Executive Director and Maureen Martin of CCWD will co-present updated information on the FY 24 Budget, the draft Budget Book, and the status of Amendment No. 5 to the Multi-Party Cost Share Agreement.

ALTERNATIVES:

For discussion purposes

FISCAL ANALYSIS:

None

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

Slide deck regarding FY 24 Budget; Draft FY 24 Budget Book



**LVR Joint Powers Authority
Draft Fiscal Year 2024 Budget**

May 19, 2023

FY24 Budget Updates





Key Assumptions: MPA

- Total All local funds come thru Amendment No. 5 to Multi-Party Agreement (MPA)
 - Funds paid to JPA by Members
 - Budget & Scope of Work of MPA match JPA FY24 budget
 - Total \$8.673M

		Invoice #1	Invoice #2
	Total Cost Per Agency	September 2023	January 2024
7 Agencies Participate	\$1,239,000	\$619,500	\$619,500



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LVR JPA Board Meeting- May 19, 2023



Key Assumptions: MPA

- JPA makes 2 progress payments to CCWD
- Amount calculated as remainder due to fund CCWD’s labor and services in FY24 after considering state, federal, and carryover

	Payment #1	Payment #2
Total Payment to CCWD	November 1, 2023	March 9, 2024
\$5,826	\$2,913	\$2,913

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LVR JPA Board Meeting- May 19, 2023





Key Assumption: Financial Transition

- CCWD will transfer \$1,425 thousand to JPA upon effective date of MPA. No.5
- Amount calculated as 4 months cashflow needed at JPA ahead of when payments are received from members in September

Inter-Agency Transfers	CCWD	JPA
CCWD Transfer to JPA (June)	-\$1,425,000	\$1,425,000
JPA Progress Payments to CCWD (November, March)	\$5,826,000	-\$5,826,000
Total	\$4,401,000	-\$4,401,000

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LVR JPA Board Meeting- May 19, 2023





Key Assumptions: Financial Transition

- Financial transition in place by beginning of FY24
- Prior to JPA receiving or distributing funds, key contracts need to be in place:
 - Program management – Board Action 5/19
 - CPA services – Interviews in progress
 - Insurance – Finalizing contract
 - Banking services – In progress



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LVR JPA Board Meeting- May 19, 2023



Key Assumptions: Carryover Funds

- Total FY23 carryover funds ~ \$6.3M
 - \$1,425,000 transferred to JPA
 - \$4,875,000 remaining at CCWD



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LVR JPA Board Meeting- May 19, 2023



Key Assumptions: State & Federal Funds

- CCWD will continue to administer existing state and federal agreements
 - State Early Funding will be fully expended by early FY24 ~\$2.0M
 - Federal Planning Assistance Agreement will be fully expended in FY24 ~\$2.1M
 - \$800,000 could be added to this agreement
 - Not included in FY24 budget due timing uncertainty

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LVR JPA Board Meeting- May 19, 2023





Other Key Assumptions

- No WIFIA loan drawdown in FY24
- No construction in FY24
- Contingency is 17% of services
 - JPA and CCWD will manage contingency for their own services
- Defer reserve funding until FY25





Next Steps

- May - JPA Board Draft Budget Book
- May - Finance Committee Preview Final Budget Book
- June - JPA Board consider adoption of FY24 Budget



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LVR JPA Board Meeting- May 19, 2023

Los Vaqueros Reservoir Joint Powers Authority



FY24 Budget

(July 1, 2023 – June 30, 2024)

Adopted ###



Background Information

The Los Vaqueros Reservoir Joint Powers Authority (JPA) 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 JPA include: Alameda County Water District, Contra Costa Water District, East Bay Municipal Utility District, 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 JPA 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.

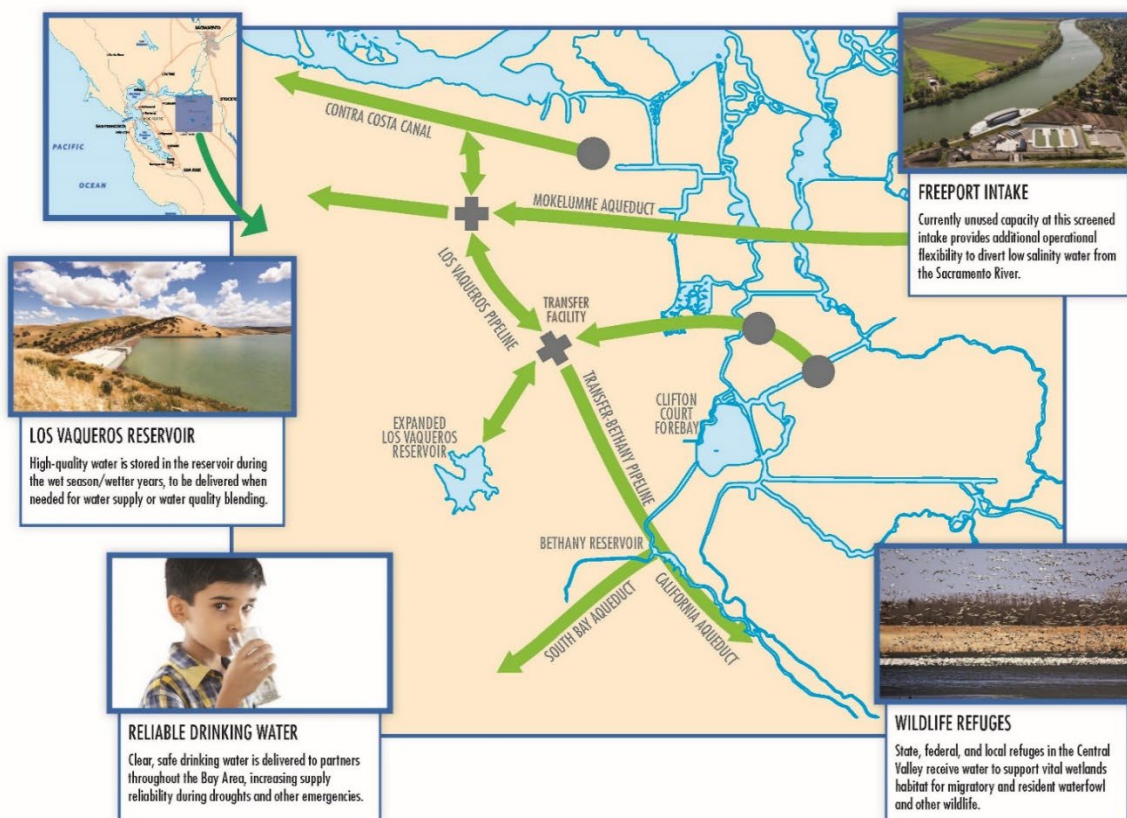


Figure 1 Location of Phase 2 Los Vaqueros Reservoir Expansion Project and Benefits

In FY23 the JPA hired Taryn Ravazzini as the Executive Director. In FY24 Contra Costa Water District (CCWD) will transition out of its role as the Interim Administrator to the JPA as more services are procured in FY24 by the JPA. CCWD will continue to provide technical services to the JPA as required and specified in Amendment No.5 to the Multiparty Cost Share Agreement.

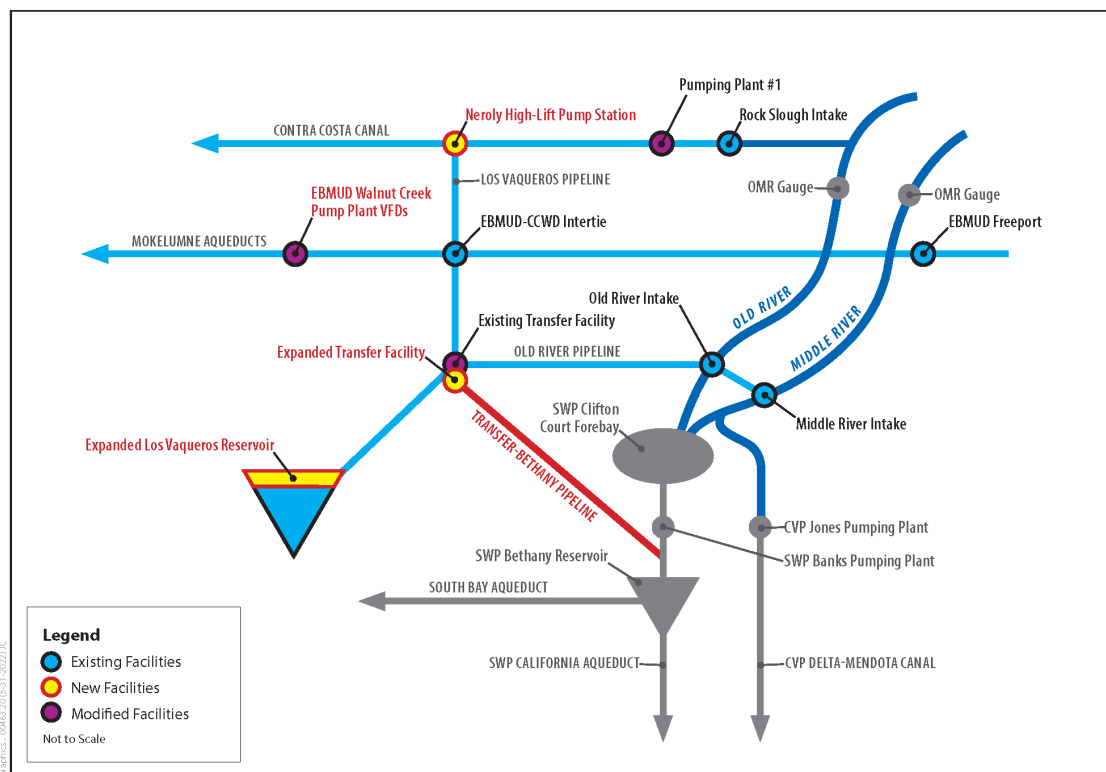


Figure 2 Schematic of Phase 2 Los Vaqueros Reservoir Expansion Project Facilities

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 and received a total of \$164 million in federal appropriations to date. The remainder of the project costs will be covered by additional federal funding, JPA Member contributions, and financing. Construction may begin as early as calendar year 2024, pending necessary reviews, approvals, and funding, and is anticipated to continue through 2030. Additional information is available at losvaquerosjpa.com.

The Board Members, officers, contractors, and anticipated contractors to the JPA (JPA services) are summarized below.

Board Members

Alameda County Water District

Director

Paul Sethy, Treasurer

Alternate Director

Jonathan Wunderlich

Contra Costa Water District

Director

Ernesto Avila

Alternate Director

Antonio Martinez

East Bay Municipal Utility District

Director

Mike Tognolini

Alternate Director

Lesa McIntosh

Grassland Water District

Director

Ellen Wehr, Secretary

Alternate Director

Ricardo Ortega

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

Rebecca Eisenberg

Alternate Director

Richard Santos

Zone 7

Director

Angela Ramirez Holmes, Chair

Alternate Director

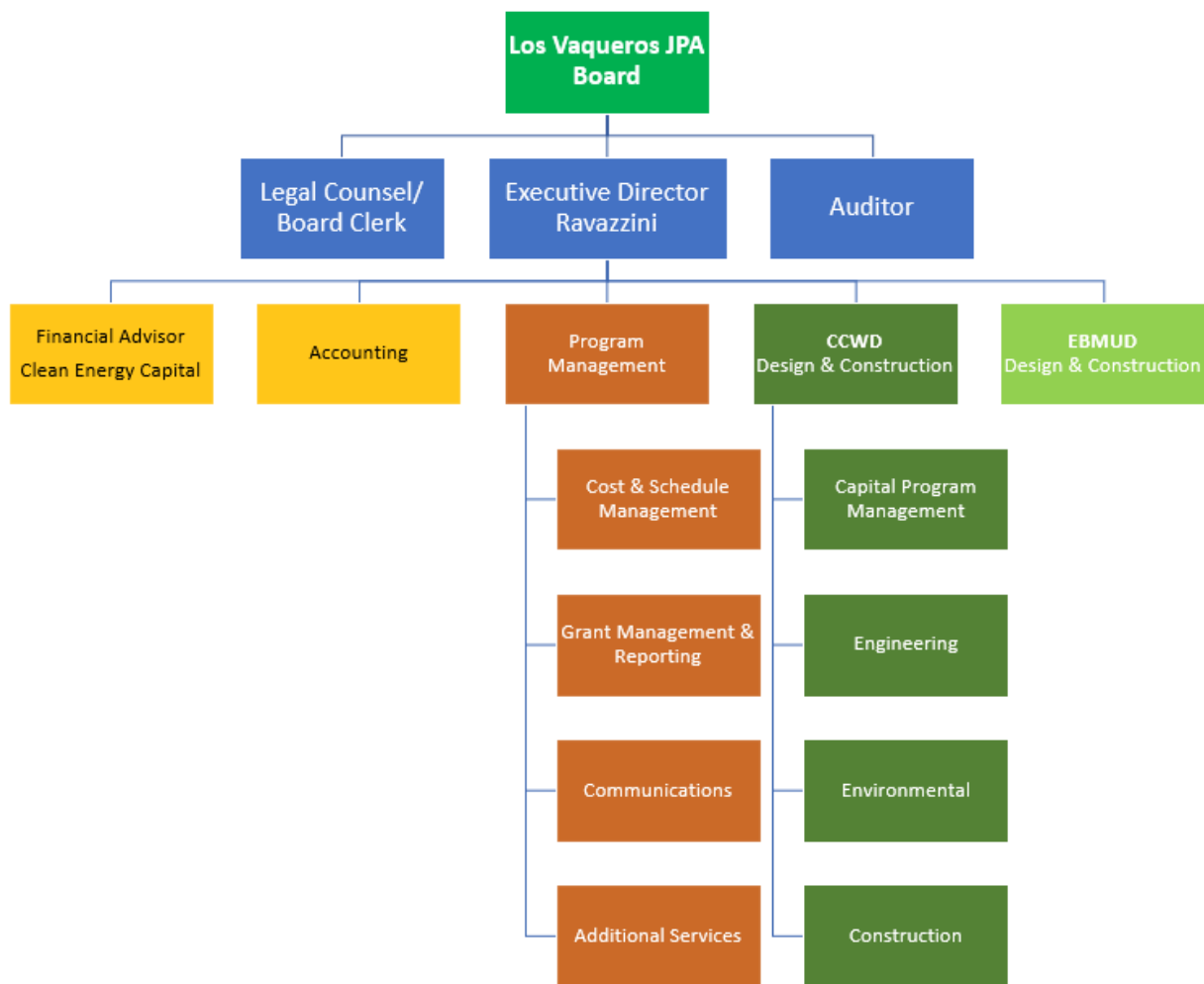
Sandy Figuers

Department of Water Resources

Ex-Officio

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

Organizational Chart



JPA Administration

Taryn Ravazzini – Executive Director
 Jim Ciampa – General Counsel
 Rose Perea – Clerk to the Board
 Norma Alley – Assistant Clerk to the Board

Key Milestones

In FY23, in its first full fiscal year, the JPA achieved many significant milestones. The key accomplishments are listed below:

- Strengthened foundational governance structure of the JPA by adopting necessary fiscal and administrative policies and procedures
- Contracted with Executive Director Taryn Ravazzini
- Retained Jim Ciampa as General Counsel and Rosemarie Perea as Board Clerk, previously had served as Interim General Counsel and Interim Board Clerk
- Retained Clean Energy Capital as financial advisors to the JPA
- Retained S&P to provide an indicative credit rating for the JPA
- Competitively procured Program Management Consultant
- Procured banking and other financial services
- Procured insurance
- Transitioned administration services from CCWD to the JPA
- Convened regular monthly JPA Board meetings as well as Finance, Communications and Outreach, and Engineering and Operations Committees
- Convened workshops with Reclamation to evaluate federal investment and benefits
- Developed and strengthened relationships with legislative representatives in Washington D.C. and in Sacramento.

During FY24 the following additional milestones are anticipated:

- Complete permitting of the Project
- Execute Contracts for Administration of Public Benefits
- Execute a Design and Construction Agreement with CCWD
- Execute a Facility Usage Agreement with CCWD and EBMUD
- Execute a Service Agreement between the JPA and its Members
- Apply for a Water Infrastructure Finance and Innovation Act (WIFIA) Loan
- Hold the California Water Commission (CWC) final funding award hearing

Source of Funds

Funding for the Project comes from a variety of sources and is managed by the JPA and CCWD. Approximately \$19,073 thousand of state, federal, and local funding is expected in FY24, including \$6,300 thousand carryover from FY23. This total excludes construction funding, which, if construction proceeds, will require a revision and supplement to this budget. Table 1 below shows a summary of the sources of funds. Figure 3 shows the relative contribution of the various sources of funds anticipated in FY24.

STATE FUNDING

The Project is qualified for up to \$477,500 thousand of state funding through the Water Storage Investment Program administered by the California Water Commission (CWC). In 2018, CCWD executed an Early Funding Agreement with the CWC that provides for a state cost share of 50 percent of eligible costs, up to a maximum of \$23,900 thousand through December 31, 2023. It is anticipated that the remainder of \$2,000 thousand remaining from the Early Funding Agreement will be provided by the CWC in FY24. The non-state cost share is provided by federal and local funding. The CWC is invoiced monthly, and payments are in arrears. CCWD will collect state funds until the term of the Early Funding Agreement expires.

FEDERAL FUNDING

Although over \$164,000 thousand has been appropriated by Congress for construction of the Project, it is assumed that only funding for pre-construction activities will be available in FY24. In 2022, CCWD executed an Assistance Agreement with Reclamation to fund a portion of pre-construction activities. The Assistance Agreement provides for a federal cost share of 24 percent of eligible costs through December 31, 2023. The budget of the Assistance Agreement is approximately \$30,000 thousand, including \$7,200 thousand in Reclamation cost share (24%) and \$22,800 thousand in non-Federal cost share (76%). Non-Federal cost share is provided by state and local funding. Reclamation is invoiced quarterly, and payments are in arrears. It is anticipated that approximately \$2,100 thousand will be provided by Reclamation in FY23. CCWD will collect federal funds in FY24 until the term of the Assistance Agreement expires, or until such a time that the JPA enters into a new Assistance Agreement with Reclamation.

JPA DEBT FINANCING

The JPA anticipates applying for a Water Infrastructure Finance and Innovation Act (WIFIA) loan in FY24 for up to \$675 million; if the application

is accepted, it is anticipated that the loan could close in FY24, after JPA members enter into the required Service Agreements. This budget does not assume that WIFIA will be available in FY24 to ensure sufficient local funding is collected. If the WIFIA loan closes and is drawn down in FY24, it could replace some or all of the local source of funds.

LOCAL FUNDING

The JPA Members have been contributing funds to the Project since 2017 through a series of local cost share agreements between CCWD and other JPA Members. The Multiparty Cost Share Agreement was executed in 2019 and has been amended multiple times. Amendment No. 5 is in the process of being executed and the scope of work and budget align with the FY24 budget included here. It is anticipated that JPA Members will collectively contribute \$8,673 thousand in FY24. JPA Members will be invoiced in September 2023 and January 2024. The timing of the invoices is intended to allow for flexibility for JPA members, other than CCWD, to authorize execution of Amendment No.5 of the Multiparty Agreement. JPA will remit payment to CCWD for work performed by CCWD in November 2023 and March 2024.

RE-BUDGET CARRYOVER FROM FY23

A portion of funds that have been collected by CCWD for the Project in the previous fiscal years from state, federal, and local sources remain unspent, due to conservative budgeting and typical ramping-up of project activities. The unspent funding collected for the Project will be re-budgeted into FY24. Approximately \$6,300 thousand is anticipated to be re-budgeted. CCWD will transfer \$1,425 thousand within 10 days of the effective date of Amendment No. 5 to the Multiparty Agreement so that the JPA can pay its contractors until such time that they receive payment from members. The JPA will remit \$5,826 thousand to CCWD split into two equal payments in November 2023 and March 2024.

Table 1 Source of Funds in FY24 (values in thousands of dollars)

	CCWD	JPA	Total
State	\$2,000	\$0	\$2,000
Federal	\$2,100	\$0	\$2,100
Local	\$0	\$8,673	\$8,673
Carryover from FY23	\$6,300	\$0	\$6,300
Total	\$10,400	\$8,673	\$19,073

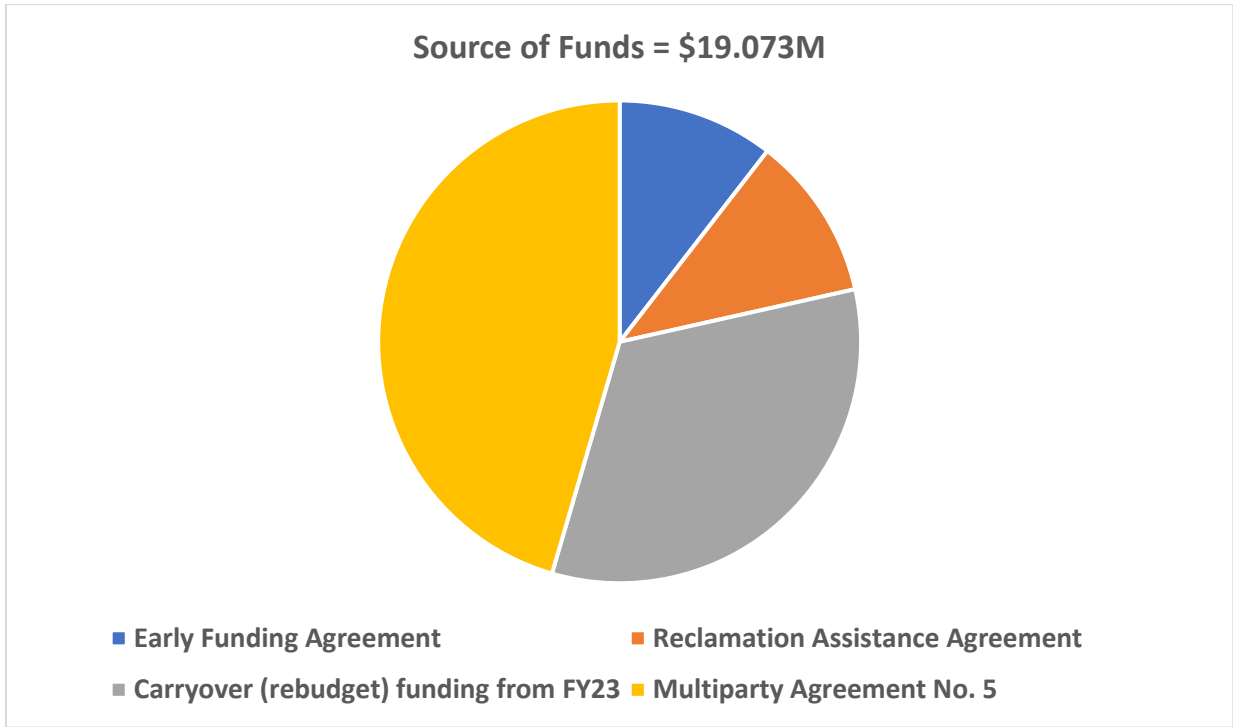


Figure 3 – Source of Funds in FY23 (values in thousands of dollars)

DRAFT

Use of Funds

Approximately \$19,073 thousand in expenditures are expected in FY24. The use of funds includes services procured by the JPA (JPA Services), services procured and managed by CCWD (CCWD Services), CCWD Labor, and contingency. Table 2 below shows a summary of the use of funds. Figure 4 below shows the relative contribution of the various use of funds anticipated in FY24.

JPA SERVICES

In FY24, the JPA will continue the existing services procured in FY23 and seek new services. 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, fees associated with the WIFIA loan application, accounting, banking, and auditor. Expenditures for external affairs includes state and federal government relations. The JPA may select new contracts and service providers in FY24. Expenditures for legal include general counsel, bond counsel, and other specialized counsel to review service agreements and WIFIA loan agreements. Development and execution of the Service Agreement to finalize the allocation of Project benefits and costs to the JPA Members is also anticipated in FY24. The JPA anticipates applying for a WIFIA loan in FY24 for up to \$675 million; the terms of WIFIA repayment are not known at this time and are not included in the FY24 budget. Total expenditures in FY24 for JPA services are anticipated to be \$3,651 thousand.

CCWD SERVICES AND LABOR

CCWD is responsible for the planning, permitting, design and construction of all facilities built and operated by CCWD described in Exhibit B of the JPA Agreement. CCWD has and will continue to hire consultants and staff to advance the Project, consistent with CCWD's procurement and hiring process. Permit applications have been submitted, and it is anticipated that permits will be issued in FY24. Design will continue to advance for the Pumping Plant No. 1 Replacement and Transfer-Bethany Pipeline in FY24. It is anticipated that dam design will be completed in early FY24. CCWD will continue to use CCWD's legal counsel to review key permits and contracts held by CCWD (i.e., water rights, etc.). It is anticipated that \$9,144 thousand will be expended on CCWD Services in FY24, excluding possible construction costs.

The budget for CCWD staff managing services, conducting technical work, and advancing the Project in FY24 is \$4,102 thousand. CCWD employees direct bill hours to the Project. Taxes, benefits, and indirect costs are applied to direct billed hours.

CONTINGENCY

A contingency amount of \$2,176 thousand is included in the budget for FY24. This represents approximately 17 percent of CCWD's services and JPA services. Contingency will be used to address changes to the Project while continuing to meet key milestones and could be applied to JPA Services, CCWD Services, or CCWD Labor.

RESERVES

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 FY24, the Board anticipates waiving compliance with this policy this year and will not collect funding for any reserve this year.

Table 2 Use of Funds in FY24 (values in thousands of dollars)

	FY 24
JPA Services	
Management	\$1,706
Administration	\$250
Financial	\$720
External Affairs/Agency Negotiation Support	\$470
Legal	\$505
<i>Subtotal</i>	\$3,651
JPA Reserves	
Capital Project Fund	\$0
CCWD Services	
Management	\$75
Environmental Planning	
Dam Raise	\$790
Transfer Bethany Pipeline	\$365
Pumping Plant No.1	\$61
Program (not facility specific)	\$230
Design	
Dam Raise	\$534
Transfer Bethany Pipeline	\$2,200
Pumping Plant No.1	\$1,200
Program (not facility specific)	\$2,245
Construction	\$0
Legal	\$860
Fees	\$584
<i>Subtotal</i>	\$9,144
CCWD Labor	
Management	\$203
Environmental Planning	\$1,726
Design	\$2,173
Construction	\$0
<i>Subtotal</i>	\$4,102
Contingency	\$2,175
Total	\$19,073

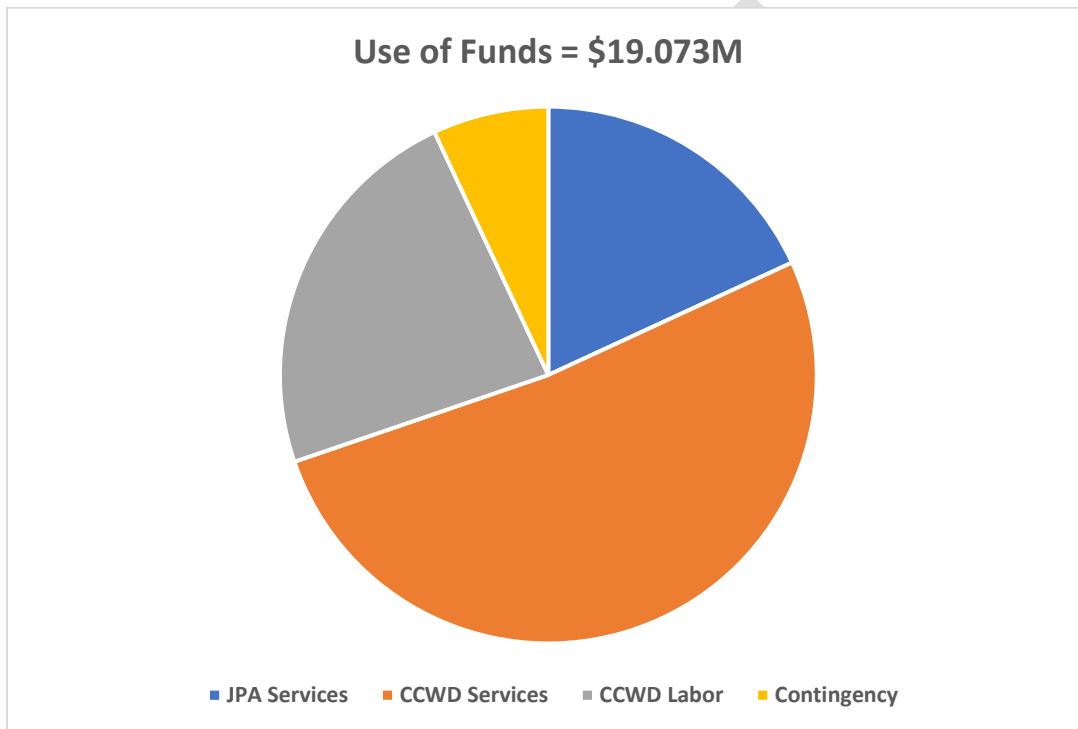
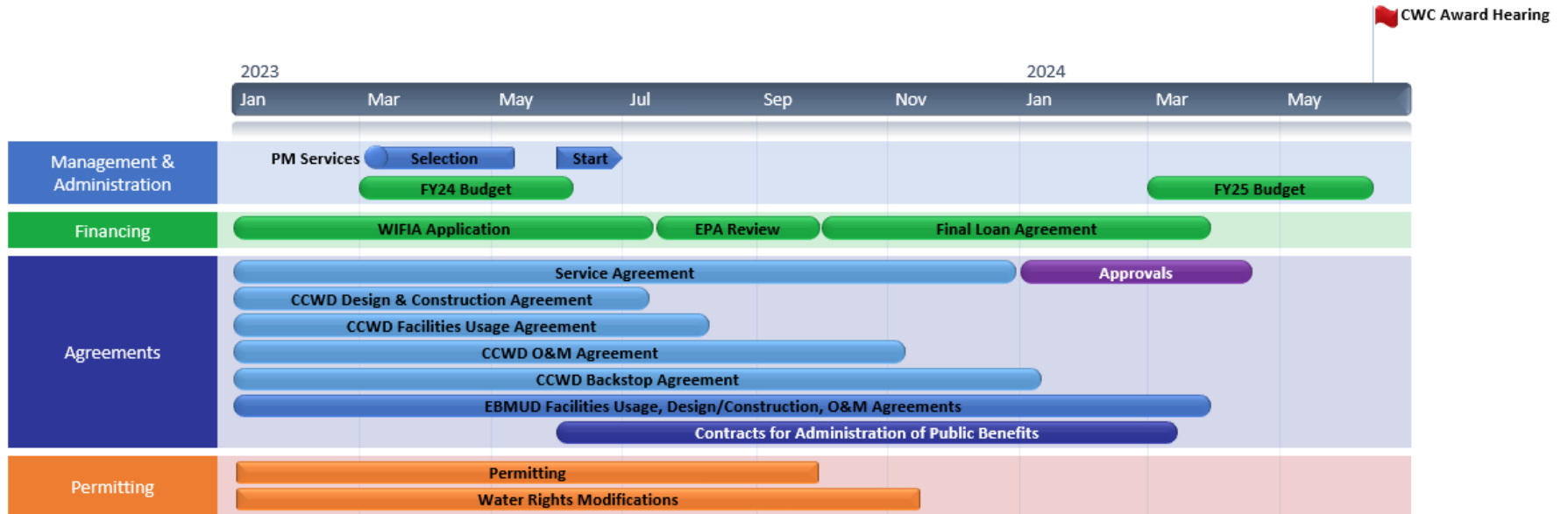


Figure 4 - Use of Funds in FY24 (values in thousands of dollars)

Figure 5 shows the preliminary schedule of major FY24 activities.

Los Vaqueros Reservoir Joint Powers Authority Preliminary Timeline of Major Activities



Draft 5/11/23

Figure 5 Preliminary Schedule of FY24 Activities of the Phase 2 Los Vaqueros Reservoir Expansion Project

Capital

All the costs for development of the Project are currently identified as capital costs through FY24. Project development expenditures will be categorized as capital until the Project become operational. It is anticipated that the development phase will continue through FY24. Construction is expected to begin as early as the summer of calendar year 2024 and likely to begin by FY25. Partial operation of the Project is not expected to commence until 2027 at the earliest. Until such time that the Project becomes operational, all development and construction expenses, and JPA administrative services are considered capital expenditures. Table 3 below summarizes the capital budget in FY24.

Table 3 Capital Budget (values in thousands of dollars)

	CCWD	JPA	Total
Services	\$9,144	\$3,651	\$12,795
Labor	\$4,102	\$0	\$4,102
Contingency	\$1,555	\$621	\$2,176
Total	\$14,801	\$4,272	\$19,073

Operating

It is anticipated that the development phase will continue through FY24. Construction is expected to begin in FY2025. Partial operation of the Project is not expected to commence until 2027 at the earliest. Until such time that the Project becomes operational and begins to deliver water to JPA Members, expenses will be capitalized and there will be no operating expenses of the JPA.

ITEM 4.1: DIRECTOR’S REPORTS – AD HOC COMMITTEE ON CCWD DESIGN AND CONSTRUCTION AGREEMENT

The Ad Hoc Committee that was established to address issues relating to the CCWD Design and Construction Agreement has met to review the draft term sheet CCWD provided. That committee consists of Director Steve Ritchie, Chair; Director Ellen Wehr and Alternate Director Sandy Figuers.

The Committee met on April 13, April 28 and May 3 and provided comments and direction to Authority staff with respect to proposed changes to the draft term sheet. Those comments have been provided to CCWD and the Executive Director is working with Chris Hentz, LVE Project Engineering Manager at CCWD, to discuss those revisions and comments.

ITEM 4.2: EXECUTIVE DIRECTOR'S REPORT

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

Lake and Streambed Alteration Agreement - On September 24, 2021, notification for a long-term standard lake or streambed alteration agreement (agreement) with the California Department of Fish and Wildlife (CDFW) for the Phase 2 Los Vaqueros Reservoir Expansion Project was submitted by CCWD. On February 24, 2023, CDFW formally notified CCWD that a master agreement would be required. On May 5, 2023, CCWD submitted the notification for a master agreement to CDFW.

Federal Relations Update – JPA and CCWD staff have been working closely with the US Bureau of Reclamation (Reclamation) Regional staff, which culminated in a leadership workshop on April 14. Reclamation restated its commitment to the Project, the wildlife refuge benefits, and working within the Federal Feasibility Report. The JPA leadership and staff met with the Reclamation Regional Leadership again on May 10 at the Association of California Water Agencies (ACWA) Spring Conference in Monterey. This important high-level check-in meeting reconfirmed Reclamation's level of engagement and highlighted the work being done on outstanding issues. Productive coordination with Reclamation continues and regular monthly leadership meetings were agreed upon with the next to take place on May 23.

The JPA, CCWD staff, and consultants are continuing to engage with Reclamation to advance several required agreements, approvals, and permits for the project. These include activities related to delivery of refuge water supplies, federal participation investment in the project, and federal permits for operation and construction.

The following update has been provided by Natural Resources Results and Water and Power Law Group (NRR/WPLG):

Coming out of the April 12th Board meeting, the NRR/WPLG team continued to work with Reclamation leadership in the Region and the Commissioner's Office to ensure that the workshop on April 14th would be as successful as possible. This included telephone calls and meetings with leadership in both DC and Sacramento to ensure their decision-makers were fully briefed on the outstanding issues that needed to be addressed. We believe this outreach and briefing by the NRR/WPLG team, working with the JPA and CCWD staff, was essential in having Regional Director Conant present at the meeting and prepared to address some of the outstanding issues regarding the potential federal investment. While the meeting was successful in resolving certain longstanding issues, there are still a handful of issues that remain and the NRR/WPLG team has maintained constant outreach with Reclamation and key congressional staffers to push for resolution of these remaining issues. In particular, we are of the view that there is a potential path forward on the ESA consultation that is consistent with the view of the JPA and its member agencies, and our team is working hard to identify and provide the technical, policy, and legal considerations necessary to support our approach.



BOARD OF DIRECTORS

Ernesto A. Avila, P.E.

PRESIDENT

Antonio Martinez

VICE PRESIDENT

John A. Burgh

Connstance Holdaway

Patt Young

GENERAL MANAGER

Rachel Murphy, P.E.

April 28, 2023

Submitted Electronically to CWC@water.ca.gov

Matthew Swanson, Chair
California Water Commission
P.O. Box 942836
Sacramento, CA 94236

Subject: Submittal of the Water Storage Investment Program Quarterly Report No. 19 for the Los Vaqueros Reservoir Expansion Project

Dear Chair Swanson:

Contra Costa Water District is pleased to submit the Water Storage Investment Program Quarterly Report No. 19 for the Los Vaqueros Reservoir Expansion Project. The report provides an update on project status following the January 1, 2023 to March 31, 2023 quarter.

If you have any questions or require additional information, please contact me at (925) 688-8018 or mpatil@ccwater.com, or Maggie Dutton at (925) 688-8132 or mdutton@ccwater.com.

Sincerely,

A handwritten signature in purple ink that reads "Marguerite Patil".

Marguerite Patil
Assistant General Manager

MP/MD:sf

Enclosures

Water Storage Investment Program Quarterly Report

The Quarterly Report is intended to document applicants’ progress toward complying with regulation section 6013 and receiving final WSIP funding, including any changes in the magnitude of public benefits that could affect cost allocation. Applicants must provide a summary level update of the project status for the requirements and milestones listed below. The template may be modified as necessary to effectively communicate information. If minimal activities occurred during a reporting period, the report can be condensed.

- Note any issues or concerns that have, will, or could affect milestones or requirements.
- Identify key issues, including legal issues such as lawsuits or injunctions related to the project, that need to be resolved.
- Discuss how the actual schedule is progressing in comparison to the schedule provided in the Initial Report or the last reported schedule.
- Update the project schedule as needed.
- Note any milestones or accomplishments that occurred since submittal of the prior Quarterly Report.

Project Information

Project Name:

Los Vaqueros Reservoir Expansion Project

Applicant Name:

Contra Costa Water District

Date:

4/28/2023

Reporting Period:

Quarterly Report No. 19 - January 1, 2023 to March 31, 2023

General Update and Key Issues

Please provide a general update and describe any key issues that occurred during this reporting period. You may attach additional documents or pages if more space is needed:

No issues or concerns have been identified during the reporting period that could affect completion of milestones or requirements. CCWD and Local Agency Partners continue to make progress on Environmental Planning and Engineering Feasibility tasks through the WSIP Early Funding Agreement, and on the tasks required to schedule a final award hearing for WSIP funding for the LVE Project.

Items Required Prior to Scheduling a Final Award Hearing

The following items must be provided prior to scheduling a hearing. As applicable, please describe the status, estimated completion date, and percent complete of:

1. Contracts for non-public cost share:

Status: Local cost share agreements were recently amended amongst project partners and extends through June 2023. A new amendment is being drafted for project partner approval by June 30, 2023. The Service Agreement between the JPA and the JPA Members is being developed to cover local share of

project costs. The schedule for finalizing and executing the Service Agreement is in development.

Estimated Completion Date: August 2023

Percent Complete: 68%

2. Contracts for administration of public benefits:

Status: Met with DWR and CDFW to continue discussions on individual project contract development.

Estimated Completion Date: September 2023

Percent Complete: 50%

3. Completed feasibility studies:

Status: Completed.

Estimated Completion Date: October 2021

Percent Complete: 100%

4. Final environmental documentation:

Status: Final Supplement to the Final EIS/EIR was released February 2020. CCWD Board approved in May 2020.

Estimated Completion Date: August 2020

Percent Complete: 100%

5. All required federal, state, and local approvals, certifications, and agreements:

Status: Coordination with federal, state, and local agencies is ongoing.

Estimated Completion Date: August 2023

Percent Complete: 69%

Items Required to Execute a Funding Agreement

Please provide an update, as applicable, on the following documents, which are needed to execute a funding agreement for the project:

- Applicant’s audited financial statements
- Final project costs, schedule, and scope of work
- Evidence of bilateral communications
- Limited waiver of sovereign immunity (see regulations section 6013(f)(8))

Updates to information provided in the Initial Report or prior Quarterly Reports are only needed when a significant change has occurred. The Commission may request submittal of updated information prior to executing a funding agreement.

No changes. At the inception of the program, CCWD submitted two years of financial statements to the CWC along with the WSIP Financial Management Systems Questionnaire. Final project costs, schedule, and scope of work are currently in development. Evidence of bilateral communications was provided in the WSIP application, and further pertinent evidence will be provided as communications between responsible agencies is initiated. CCWD is not a tribe and the project is not expected to impact tribal lands; thus, acquisition of a limited waiver of sovereign immunity is not applicable.

Status Update

Provide a status update for the following, as applicable:

- Labor Compliance
- Urban Water Management Plans
- Agricultural Water Management Plans
- Groundwater Management or Groundwater Sustainability Plans
- Potential effect of other conditionally eligible projects on the applicant's public benefits

Updates to information provided in the Initial Report or prior Quarterly Reports are only needed when a significant change has occurred. The Commission may request submittal of updated information prior to executing a funding agreement.

No changes. Labor compliance program is expected to begin prior to qualifying work (construction) in approximately 2023. CCWD's 2020 Urban Water Management Plan was approved by DWR May 23, 2022. CCWD's service area includes a small amount of agricultural water customers, but CCWD is not required to complete an AWMP based on the requirements described in SB X7-7. CCWD is a participant in the GSP development of the East Contra Costa Subbasin; the GSP was finalized in October 2021 and all implementing GSAs have adopted the GSP. The GSP was submitted to DWR prior to the January 31, 2022 deadline and DWR review of the GSP is anticipated to be complete mid-2023.

Monthly List of JPA Contracts

April 2023

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

ITEM 4.4: BOARD POLICY AND ACTION CALENDAR

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

DISCUSSION:

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

ALTERNATIVES:

Not applicable

FISCAL ANALYSIS:

Not applicable

ENVIRONMENTAL REQUIREMENTS:

Not applicable

EXHIBITS/ATTACHMENTS:

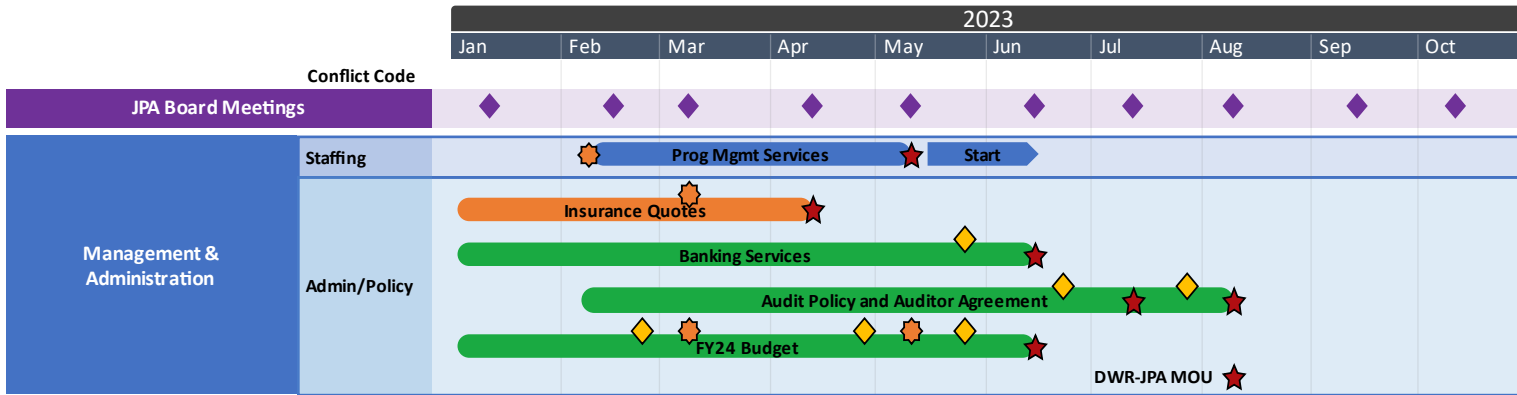
6-Month Calendar and Outline of Board Policies and Actions

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

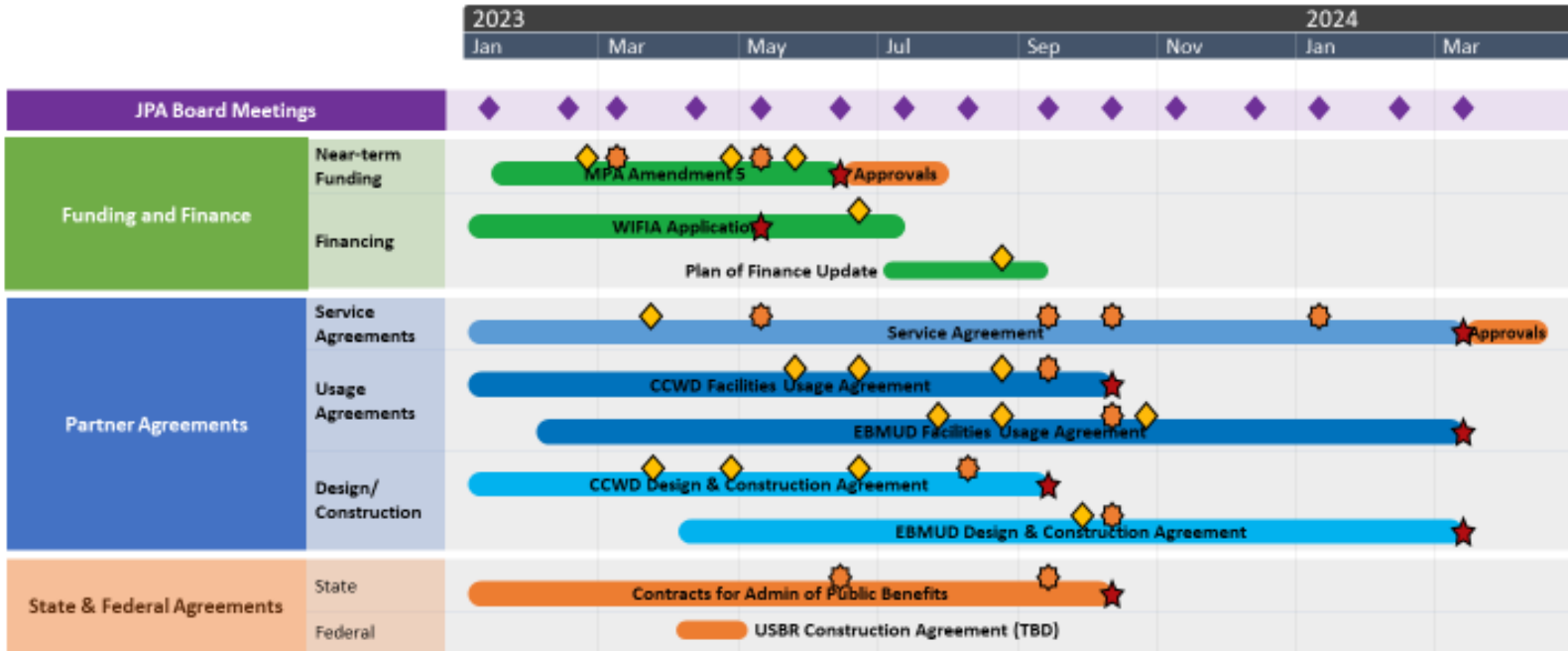
6-Month Calendar	
Board Activities	Committee Activities
<i>May 2023</i>	
Program Management Agreement [Action] Federal Relations Consultant [Action] WIFIA Loan Application Authorization [Action] CCWD Facilities Usage Agreement Ad Hoc Committee Formation [Action] ACWA Membership [Action] Service Agreement Schedule and Approach [Discussion] FY 24 Budget Update and Multi-Party Cost Share Agreement Amendment No. 5 Update [Discussion]	FY 24 Budget [Finance Committee] Banking Services [Finance Committee] CCWD Facilities Usage Agreement [Ad Hoc Committee – if approved]
<i>June 2023</i>	
FY 24 Budget [Action] Accounting Services [Action] Banking Services [Action] Multi-Party Agreement Amendment 5 [Action] Draft Contracts for Administration of Public Benefits [Discussion]	WIFIA Application [Finance Committee] Audit Policy [Finance Committee] Program Schedule Update [O&E Committee] CCWD Design and Construction Agreement [Ad Hoc Committee] CCWD Facilities Usage Agreement [Ad Hoc Committee – if approved]
<i>July 2023</i>	
Audit Policy [Action]	Auditor Agreement [Finance Committee] Water Rights Change Petition [O&E Committee] EBMUD Facilities Usage Agreement [Ad Hoc Committee – if approved]

6-Month Calendar	
Board Activities	Committee Activities
<i>August 2023</i>	
Auditor Agreement [Action] DWR-JPA Memorandum of Understanding [Action] CCWD Design and Construction Agreement [Discussion]	Plan of Finance Update [Finance Committee] CCWD Facilities Usage Agreement [Ad Hoc Committee – if approved] EBMUD Facilities Usage Agreement [Ad Hoc Committee – if approved] Strategic Communications Plan Development [Communications and Outreach Committee]
<i>September 2023</i>	
CCWD Design and Construction Agreement [Action] CCWD Facilities Usage Agreement [Discussion] Contract for Administration of Public Benefits [Discussion] Service Agreement [Discussion]	EBMUD Design and Construction Agreement [O&E Committee]
<i>October 2023</i>	
CCWD Facilities Usage Agreement [Action] Contract for Administration of Public Benefits [Action] EBMUD Design and Construction Agreement [Discussion] EBMUD Facilities Usage Agreement [Discussion] Service Agreement [Discussion]	EBMUD Facilities Usage Agreement [O&E Committee]

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



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



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

ITEM 4.5: COMMITTEE MEETING SUMMARIES

RESPONSIBLE/LEAD STAFF MEMBER:

Taryn Ravazzini, Executive Director

RECOMMENDATION:

None

DISCUSSION:

The Communications and Outreach Committee and Finance Committee meeting summaries from their respective April meetings follow.



SUMMARY OF REGULAR MEETING OF COMMUNICATIONS AND OUTREACH COMMITTEE

April 26, 2023 – 10:00 a.m.

Participating Telephonically: Chair Angela Ramirez Holmes and Committee Member Ricardo Ortega.

Absent: Committee Member Ernesto Avila.

Staff and 11 others attended the meeting.

1.1 January 25, 2023 Communications and Outreach Committee Meeting Summary.

The summary from the January 25, 2023 Communications and Outreach Committee Meeting was presented and accepted without change.

1.2 Federal Advocacy Contracting Approach. Taryn Ravazzini, Executive Director, advised the Authority has engaged Natural Resource Results, LLC and Water and Power Law Group (jointly, “NRR”) to assist with federal relations issues. However, the contract with NRR will be expiring in mid-May and it is necessary to either extend that engagement through Board action or to engage a different federal representation.

Executive Director Ravazzini reviewed the alternative approaches the Authority could follow in soliciting proposals from qualified firms to allow the Board of Directors to award the contract at the May 19 Board meeting.

Chair Angela Ramirez Holmes asked for the current status of federal relations activities. Executive Director Ravazzini advised that discussions with the U.S. Bureau of Reclamation are ongoing, and the Record of Decision remains an outstanding issue. Further, discussions on various issues with the Army Corps of Engineers, federal fishery agencies and congressional representatives will be needed in the coming months. Chair Ramirez Holmes further asked how the selection of a firm for federal representation would happen. Executive Director Ravazzini advised that she and legal counsel would review the proposals and also open that process to the Committee members. General Counsel James Ciampa added that a special meeting of the Committee could be set up to review proposals prior to the May 19 Board meeting.

Committee Member Ortega asked whether a bid document will be developed. Executive Director Ravazzini advised that a scope of work and summary of proposed tasks would be

developed. Chair Ramirez Holmes then read Committee Member Avila's comments to the Committee, which had been submitted in writing in advance of the meeting: (1) the Board should be involved in the selection process, which should be a thoughtful and thorough process; (2) the Board should be provided a detailed scope of work that will be undertaken; and (3) monthly reports to the Board should be required on completed work and an outlook of planned activities for the following month.

Further discussion regarding the review process ensued. Executive Director Ravazzini stated the Request for Proposals could go out by May 1, with responses due by May 8. The Committee reached consensus to proceed with an informal solicitation process in order to provide for Board action on this item at the May 19 Board meeting. The Committee directed the Executive Director to reach out to the member agencies' general managers for possible staff to be involved in the candidates' review with a specific date and time (likely, May 12) to be established for the review meeting. Then, that review would result in selecting one to three finalists that the Executive Director could interview in advance of the May 19 Board meeting. The Executive Director will then present the preferred candidate(s) for Board consideration at the May 19 Board meeting and the scope of work, proposals received and draft contract for those services will be provided in the May 19 Board meeting materials.

1.3 Open House at ACWA Spring Conference. Executive Director Ravazzini informed the Committee that the Authority will hold its first Open House event at 3:30 p.m. on Tuesday, May 9, 2023 at the ACWA Spring Conference in Monterey. The Open House will be held in the Santa Barbara Room at the Marriott Hotel. Soft drinks, coffee and desserts will be offered.

This educational event is designed to allow for Authority Board members and staff to share updated information on the project and the Authority, as well as network with government officials and water industry professionals from throughout California and beyond. This event is not part of the official ACWA Conference itinerary and does not require conference registration to attend.

Handouts and informational charts will be prepared. Chair Ramirez Holmes suggested having some Contra Costa Water District materials to show the history of the Project in light of the 25-year anniversary of the Los Vaqueros Reservoir. Jennifer Allen from Contra Costa Water District acknowledged the suggestions and advised she would assist in creating poster boards.

1.4 ACWA Membership. Executive Director Ravazzini noted that the Committee has previously discussed possibly joining the Association of California Water Agencies (ACWA). Staff has further investigated the costs of joining ACWA. ACWA dues are based on an agency's operating expenses and then a 50% discount is applied to the first year's dues and a 25% discount is applied to the second year's dues. At this point of the year, the dues are also subject to proration. ACWA does not invoice new members for full membership until the third year of membership.

Because the Authority does not have 2021 operating expenses, it falls at the bottom of the 2023 Dues Schedule. The dues would be \$795.00 and would be reduced by 50% (\$397.50) for the first-year discount and then the balance of \$397.50 would be prorated for the second half of 2023, to leave a dues amount of \$198.75. Membership would allow the Authority individualized representation. It was the consensus of the Committee to bring this matter to the full board for approval.

FUTURE AGENDA ITEMS

Chair Ramirez Holmes further read from Committee Member Avila's April 25 letter regarding an update on the development of goals and priorities to inform the Authority's annual Communications and Outreach Plan. Executive Director Ravazzini stated the incoming Program Manager will be charged with assisting in developing the Strategic Communications Plan and that work should be ready to present to the Committee at its August 23 meeting. Chair Ramirez Holmes requested that item be added to the Master Policy Calendar to be included in the May 19 Board meeting materials. The following items were requested as ongoing agenda items for the Committee:

- State advocacy representation update.
- Federal advocacy representation update.

Next meeting: June 28, 2023 at 10:00 a.m.

The meeting adjourned at 11:12 a.m.

James D. Ciampa

James D. Ciampa
Interim General Counsel



SUMMARY OF REGULAR MEETING OF FINANCE COMMITTEE

April 27, 2023 – 1:00 p.m.

Participating Telephonically:

Anthea Hansen - 17840 Ward Avenue, Patterson, California 95363

Paul Sethy - 46961 Zapotec Drive, Fremont, California 94539

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

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

1.1 March 23, 2023 Finance Committee Meeting Summary. The draft summary of the March 23, 2023 Finance Committee meeting was presented for the Committee’s review and discussion. It was noted that the month for this item on the Agenda incorrectly stated “April 23, 2023” instead of “March 23, 2023” and a grammatical error was noted on page 5, paragraph 4, line 3 of the summary, with the word “have” to be changed to “having.” The draft summary was approved by the Committee, as corrected.

1.2 Discussion of 2023-24 Fiscal Year Budget, Draft Budget Book and Cost Sharing Agreement Amendment No. 5. Taryn Ravazzini, Executive Director, noted that as previously presented to the Finance Committee and to the Board of Directors, JPA staff along with CCWD’s staff have been working to develop the Authority’s 2024 Fiscal Year Budget. In connection with the budget development, Amendment No. 5 to the Multi-Party Cost Share Agreement has been drafted and distributed to members’ respective staffs for review and comment.

Maureen Martin reviewed the draft Budget Book for the FY 2023-24 Budget and clarified that the budget is for a single fiscal year. The draft Budget includes sources and uses of funds totaling \$19,073,000, with \$8,673,000 to be contributed by the Authority’s members under Amendment No. 5. The Budget Book also reviewed the Authority’s accomplishments in FY23 and the various milestones to be accomplished in FY24, including the transition of financial functions to the Authority.

With respect to Phase 2 of the Los Vaqueros Reservoir Expansion Project facilities, construction may begin as early as the summer of 2024, but certainly at some point in the 2025 fiscal year. Committee Member Sethy asked whether a schedule of land work related to the

Transfer Bethany Pipeline is available. Ms. Martin advised that a schedule will be created and included in the Budget once it is prepared.

With respect to federal funding Ms. Martin advised that staff is looking into a possible amendment to the Assistance Agreement with the Bureau of Reclamation to extend the term of that agreement beyond December 2023 and to increase the total amount of federal funding to be provided for planning. With respect to local funding, the member agencies are currently reviewing Cost Share Agreement Amendment No. 5 and the FY24 budget will be updated pending comments from the member agencies. All local funding from the Members is coming through Amendment No. 5.

On use of funds, Ms. Martin noted that staff is working on the timing of when CCWD services and labor, costs and expenses, may appear – FY23 or FY24. Executive Director Ravazzini mentioned the need to shift institutional knowledge from CCWD to the Authority. Committee Member Sethy noted that communications and outreach on the progress of the Authority needs to be clarified with state legislators. Committee Member Tognolini asked for more detail on the Authority’s costs and expenses. Ms. Martin advised that a detailed spreadsheet has been prepared and distributed to the Member agencies. Copies will also be distributed to the Committee. It was noted that there will be no operating expenses for the JPA for this fiscal year as all expenses are categorized as capital. Committee Member Tognolini asked whether there will be an estimate for new project costs. Ms. Martin advised an updated cost estimate will be prepared in June and will feed into the WIFIA loan application.

1.3 Draft Treasurer’s Report – Month Ended March 31, 2023. Executive Director Ravazzini presented the Draft Treasurer’s Report for the month ended March 31, 2023. Chair Hansen requested that the “Acronym Key” included in the report include the partners only and that a separate key be included for important terms.

FUTURE AGENDA ITEMS:

- Evaluation and Update of the FY24 Budget

The meeting adjourned at 1:54 p.m.

James D. Ciampa

James D. Ciampa
General Counsel