



**Notice of San Luis & Delta-Mendota Water Authority
Board of Directors Adjourned Regular Meeting
Thursday, December 12, 2019, 9:30 a.m.**

SLDMWA Boardroom
842 6th Street, Los Banos

AGENDA

Note: Any member of the public may address the Board concerning any item on the agenda before or during its consideration of that matter. For each item, public comment is limited to no more than three minutes per person. For good cause, the Chair of the Board may waive this limitation.

Note Further: The order of agenda items is subject to change.

1. Pledge of Allegiance
2. Call to Order/Roll Call
3. Board to Consider Corrections or Additions to the Agenda of Items, as authorized by Government Code Section 54950 et seq.
4. Opportunity for Public Comment – Any member of the public may address the Board concerning any matter not on the agenda, but within the Board's jurisdiction. Public comment is limited to no more than three minutes per person. For good cause, the Chair of the Board may waive this limitation.

Consent Calendar

Note: All matters listed on the Consent Calendar are considered to be routine and non-controversial and will be acted upon by a single action of the Board of Directors, unless a Board Member requests separate consideration of the item. If such a request is made, the item may be heard as an action item at this meeting.

5. **Board of Directors to Consider Approval of November 7, 2019 Meeting Minutes**
6. **Board of Directors to Consider Acceptance of Financial & Expenditures Reports**
7. **Board of Directors to Consider Acceptance of Staff Reports:**
 - a. **Self-Funding**
 - b. **Operations & Maintenance**
 - c. **Activity Agreements**

Action Items

8. **Board of Directors to Consider Resolution Adopting a Records Retention Schedule, Authorizing Destruction of Certain Agency Records, and Rescinding Resolution 2011-350, Akroyd**
9. **Board of Directors to Consider Water Resources Committee Recommendation Regarding Adoption of Fiscal Year 21 Objectives, Barajas**
10. **Board of Directors to Consider Resolution Authorizing the Filing of Notices of Statutory Exemption and Categorical Exemption from the California Environmental Quality Act for and Authorizing Execution of Agreement Between the United States of America and San Luis & Delta-Mendota Water Authority to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals, C.W. "Bill" Jones Pumping Plant, Delta-Mendota Canal/California Aqueduct Intertie Pumping Plant, O'Neill Pumping/Generating Plant, San Luis Drain and Associated Works, Barajas**

11. **Board of Directors to Consider Resolution Appointing Representative for the Tulare Kern Funding Area for the IRWM Disadvantaged Community Involvement Program, Garcia**

Report Items

12. Presentation of Golden Bucket Award No. 32 to Curtis Creel, Barajas
13. Briefing on Sites Reservoir Project, Jim Watson
14. Briefing on Del Puerto Canyon Reservoir, Chris White/Anthea Hansen
15. Report on State and Federal Affairs, Petersen/Dennis Cardoza
16. Update on California Storage Projects, Barajas
17. Update on Science Program, Petersen
18. Update on Water Operations and Forecasts, Boardman
19. Update on Drainage Activity, Joe McGahan
20. Executive Director's Report, Barajas
(May include reports on activities related to 1) CVP/SWP water operations; 2) regulation of the CVP/SWP; 3) existing or possible new State and Federal policies; 4) Water Authority activities)
21. Committee Reports:
 - a. Water Resources Committee Activities, Birmingham
 - b. Finance & Administration Committee Activities, Gilmore
 - c. O & M Technical Committee Activities, White
22. Reports on Activities of the following Agencies that are Outside of the Authority:
 - a. State and Federal Contractors Water Agency
 - b. Family Farm Alliance
 - c. Farm Water Coalition
 - d. Association of California Water Agencies
 - e. San Joaquin Valley Water Infrastructure Authority

23. Board Member Reports

24. **CLOSED SESSION**

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to paragraph (4) of Subdivision (d) of Government Code Section 54956.9 – 5 potential cases

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant Exposure to Litigation Pursuant to Paragraph (2) or (3) of Subdivision (d) of Government Code Section 54956.9 – 4 potential cases

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Existing Litigation Pursuant to paragraph (1) of Subdivision (d) of Section 54956.9

- A. Natural Resources Defense Council et al. v. Bernhardt et al., U.S. District Court, E.D. Cal., Case No. 1:05-cv-01207, LJO-BAM (Old FWS – OCAP BO/Contracts)
- B. Modesto Irrigation District, et al. v. State Water Resources Control Board & Woods Irrigation Company, Sacramento County Superior Court Case No. 34-2011-80000803 (Complaint for Declaratory Relief re Woods Irrigation Company)
- C. SWRCB Water Rights Complaints: Modesto Irrigation District, State Water Contractors, San Luis & Delta- Mendota Water Authority, Interested Persons in SWRCB CDO Enforcement Proceedings and/or Petitions for Reconsideration: Pak & Young; Mussi et al; George Speckman Testamentary Trust (Water Rights Complaints)
- D. Pacific Coast Federation of Fishermen's Associations, California Sportfishing Protection Alliance, Friends of the River, San Francisco Crab Boat Owners Association, Inc., The Institute for Fisheries Resources, and Felix Smith v. Donald R. Glaser and San Luis & Delta-Mendota Water Authority, U.S. District Court, E.D. Cal., Case No. 2:11-CV-02980-KJM-CKD, Appeal No. 17-17130 ("PCFFA v Glaser" or "GBP Citizens Suit")
- E. San Luis & Delta-Mendota Water Authority and Westlands Water District v. Delta Stewardship Council, et al., Sacramento County Superior Court Case No. 34-2013-80001500 (Delta Plan Litigation). Appeals in Delta Plan Litigation: State Water Contractors, et al. v. Delta Stewardship Council, et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No. C082944); California Water Impact Network, et al. v. Delta Stewardship Council, et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No. C082994); Central Delta Water Agency, et al. v. Delta Stewardship Council, et al. (Sacramento County Superior

Court JCCP No. 4758) (Third District Court of Appeal Case No. C082994); North Coast Rivers Alliance, et al. v. Delta Stewardship Council, et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No. C082994); San Luis & Delta-Mendota Water Agency, et al. v. Delta Stewardship Council, et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No. C082994); Save the California Delta Alliance v. Delta Stewardship Council, et al. (Sacramento County Superior Court JCCP No. 4758) (Third District Court of Appeal Case No. C082994)

- F. California Sportfishing Protection Alliance, et al. vs. California State Water Resources Control Board, et al., Alameda County Superior Court Case No. RG15780498 (State WQCP/TUCP)
- G. City of Fresno, et al. v. United States, U.S. Court of Federal Claims, Case No. 16-1276L (Friant Takings Suit)
- H. Monterey Coastkeeper, et al. v. Central Valley Regional Water Quality Control Board, et al., Sacramento County Superior Court Case No. 34-2018-80002853; Environmental Law Foundation v. State Water Resources Control Board, Sacramento County Superior Court Case No. 34-2018-80002851; Protectores del Agua Subterranea v. State Water Resources Control Board, Sacramento Superior Court Case No. 34-2018-80002852 ("Waste Discharge Requirement Cases")
- I. North Coast Rivers Alliance v. Delta Stewardship Council, Sacramento County Superior Court, Case No. 34-2018-80002898; Central Delta Water Agency v. Delta Stewardship Council, Sacramento County Superior Court, Case No. 34-2018-80002900; Friends of the River v. Delta Stewardship Council, Sacramento County Superior Court, Case No. 34-2018-80002901; California Water Impact Network v. Delta Stewardship Council, Sacramento County Superior Court, Case No. 34-2018-80002904 ("Delta Plan Amendment Cases")
- J. North Coast Rivers Alliance, et al. v. San Luis & Delta-Mendota Water Authority, et al., Merced County Superior Court, Case No. 19CV-04989 (GBP Long-Term Storm Water Management Plan)

25. Return to Open Session

26. Report from Closed Session, if any Required by Government Code Section 54957.1

27. Reports Pursuant to Government Code Section 54954.2(a)(3)

28. ADJOURNMENT

Persons with a disability may request disability-related modification or accommodation by contacting Cheri Worthy or Felicia Luna at the San Luis & Delta-Mendota Water Authority Office, 842 6th Street, P O Box 2157, Los Banos, California, telephone: 209/826- 9696 at least 3 for regular or 1 for special day(s) before the meeting date.



MEMO

TO: Board of Directors

FROM: Joyce Machado, Director of Finance

SUBJECT: December 2019 BOD Meeting Report - Finance
Fiscal Year - March 1, 2019 through February 29, 2020

DATE: December 12, 2019

Attached are the Financial & Expenditures Reports.

San Luis & Delta-Mendota Water Authority
Receivable Activity Report (Does Not Include Water Payment Transactions)
Month Ending October 31, 2019

	SELF-FUNDING DIST/OTHERS	MEMBERS	USBR EMERGENCY	USBR MISC.	OTHER	TOTAL RECEIVABLE
RECEIVABLE BALANCE SEPTEMBER 30, 2019	\$ -	\$ 787,080.50	\$ -	\$ -	\$ 62,144.42	\$ 849,224.92
Billings:						
Cobra - Various Employees					2,092.36	2,092.36
Cummins Business Services - Factory Warranty Refund					633.00	633.00
Long-Term North to South Transfer Costs - Various Districts					38,220.54	38,220.54
Los Vaqueros Reservoir Expansion Project - Various Districts					157,391.00	157,391.00
Miscellaneous - Employee Jury Duty Reimbursement					15.00	15.00
San Felipe Unit - San Luis Delivery Structures - Various Districts					589.50	589.50
San Joaquin Valley Drainage Authority - September Expenses					6,058.00	6,058.00
SJRECWA - Various Districts					1,447,425.00	1,447,425.00
State Water Contractors - Delta Following Pilot Program Professional Services					41,480.62	41,480.62
T. Kaljian Investment - LBAO Office Repairs					109.00	109.00
TOTAL BILLINGS	\$ -	\$ -	\$ -	\$ -	\$ 1,694,014.02	\$ 1,694,014.02
Collections:						
COBRA					2,092.36	2,092.36
Cummins Business Services - Factory Warranty Refund					633.00	633.00
Long-Term North to South Transfer Costs - Various Districts					65,782.35	65,782.35
Membership - FY19/20 2nd Installment		198,507.75				198,507.75
Miscellaneous - Employee Jury Duty Reimbursement					15.00	15.00
San Joaquin Valley Drainage Authority - September Expenses					6,058.00	6,058.00
SJRECWA - Various Districts					1,417,850.00	1,417,850.00
Sustainable Groundwater Management - Various Districts					26,561.86	26,561.86
T. Kaljian Investments - Office Repairs					109.00	109.00
TOTAL COLLECTIONS	\$ -	\$ 198,507.75	\$ -	\$ -	\$ 1,519,101.57	\$ 1,717,609.32
RECEIVABLE BALANCE AS OF PERIOD ENDING OCTOBER 31, 2019	\$ -	\$ 588,572.75	\$ -	\$ -	\$ 237,056.87	\$ 825,629.62

SUMMARY HISTORICAL AGED TRIAL BALANCE

San Luis & Delta Mendota Water Authority
 Receivables Management

Ranges:
 Customer ID: MEMBERS - MEMBERS
 Customer Class: MEMBERS - MEMBERS
 Salesperson ID: First - Last
 Sales Territory: First - Last

User-Defined 1:
 Short Name: First - Last
 Customer Name: First - Last
 ZIP Code: First - Last

State: First - Last
 Telephone: First - Last
 Document Date: First - 10/31/2019

Account Type: All
 Aging Date: 10/31/2019
 Exclude: Zero Balance, No Activity, Fully Paid Documents, Multicurrency Info
 Sorted: by Customer ID

Customer:	CDD-MEMB	Name:	Charleston Drainage District	Account Type:	Open Item	Current	31 - 60 Days	61 - 90 Days	91 and Over	Balance
User-Defined 1		Salesperson:								
Contact:	C/O Panoche Water District	Territory:								
Phone:	(000) 000-0000 Ext. 0000	Terms:	Due 9/15/10							
Credit:	Unlimited					\$0.00	\$0.00	\$0.00	\$6,790.50	\$6,790.50
Totals:						\$0.00	\$0.00	\$0.00	\$6,790.50	\$6,790.50
Customer:	FTLAND-MEMB	Name:	FT Land LLC	Account Type:	Open Item					
User-Defined 1		Salesperson:								
Contact:		Territory:								
Phone:	() - Ext.	Terms:	Net 30 Days							
Credit:	Unlimited					\$0.00	\$0.00	\$0.00	\$919.00	\$919.00
Totals:						\$0.00	\$0.00	\$0.00	\$919.00	\$919.00
Customer:	PATTERSON-MEMB	Name:	City of Patterson	Account Type:	Open Item					
User-Defined 1		Salesperson:								
Contact:		Territory:								
Phone:	(209) 895-8000 Ext. 0000	Terms:	Net 30 Days							
Credit:	Unlimited					\$0.00	\$0.00	\$0.00	\$7,057.50	\$7,057.50
Totals:						\$0.00	\$0.00	\$0.00	\$7,057.50	\$7,057.50
Customer:	PDD-MEMB	Name:	Panoche Drainage District	Account Type:	Open Item					
User-Defined 1		Salesperson:								
Contact:		Territory:								
Phone:	(209) 364-6136 Ext. 0000	Terms:	Due 9/15/10							
Credit:	Unlimited					\$0.00	\$0.00	\$0.00	\$247,005.75	\$247,005.75
Totals:						\$0.00	\$0.00	\$0.00	\$247,005.75	\$247,005.75
Customer:	WWD-MEMB	Name:	Westlands Water District	Account Type:	Open Item					
User-Defined 1		Salesperson:								
Contact:	Tom Birmingham	Territory:								
Phone:	(559) 224-1523 Ext. 0000	Terms:	Due 9/15/10							
Credit:	Unlimited					\$0.00	\$0.00	\$0.00	\$326,800.00	\$326,800.00
Totals:						\$0.00	\$0.00	\$0.00	\$326,800.00	\$326,800.00
Grand Totals:						Current	31 - 60 Days	61 - 90 Days	91 and Over	Balance
						\$0.00	\$0.00	\$0.00	\$588,572.75	\$588,572.75
						Customer(s)	5			

SUMMARY HISTORICAL AGED TRIAL BALANCE

San Luis & Delta Mendota Water Authority
 Receivables Management

State: _____
 Telephone: _____
 Document Date: First - 10/31/2019

User-Defined 1: _____
 Short Name: _____
 Customer Name: _____
 ZIP Code: _____

First - Last
 Customer ID: MISCELLANEOUS - MISCELLANEOUS
 Salesperson ID: _____
 Sales Territory: _____

Account Type: All
 Aging Date: 10/31/2019
 Exclude: Zero Balance, No Activity, Fully Paid Documents, Multicurrency Info
 Sorted: by Customer ID

Customer:	BBID-MISC	Name:	Byron-Bethany Irrigation District	Account Type:	Open Item	91 and Over	Balance
User-Defined 1		Salesperson:					
Contact:	Rick Gilmore	Territory:					
Phone:	(209) 835-0375 Ext. 0000	Terms:	Due 8/15/10	Current	31 - 60 Days	61 - 90 Days	91 and Over
Credit:	Unlimited			\$39,623.87	\$0.00	\$0.00	\$0.00
Totals:							\$39,623.87

Customer:	DPWD-MISC	Name:	Del Puerto Water District	Account Type:	Open Item	91 and Over	Balance
User-Defined 1		Salesperson:					
Contact:	William Harrison	Territory:					
Phone:	(209) 894-3581 Ext. 0000	Terms:	Due 9/13/10	Current	31 - 60 Days	61 - 90 Days	91 and Over
Credit:	Unlimited			\$41,734.52	\$0.00	\$0.00	\$0.00
Totals:							\$41,734.52

Customer:	EFWD-MISC	Name:	Eagle Field Water District	Account Type:	Open Item	91 and Over	Balance
User-Defined 1		Salesperson:					
Contact:	Bill Soares	Territory:					
Phone:	(209) 392-2614 Ext. 0000	Terms:	Due 9/13/10	Current	31 - 60 Days	61 - 90 Days	91 and Over
Credit:	Unlimited			\$90.04	\$0.00	\$0.00	\$0.00
Totals:							\$90.04

Customer:	FCWD-MISC	Name:	Firebaugh Canal Water District	Account Type:	Open Item	91 and Over	Balance
User-Defined 1		Salesperson:					
Contact:	Jeff Bryant	Territory:					
Phone:	(559) 655-4761 Ext. 0000	Terms:	DUE UPON RECEIPT	Current	31 - 60 Days	61 - 90 Days	91 and Over
Credit:	Unlimited			\$0.00	\$0.00	(\$33.50)	\$0.00
Totals:							(\$33.50)

Customer:	MSWD-MISC	Name:	Mercy Springs Water District	Account Type:	Open Item	91 and Over	Balance
User-Defined 1		Salesperson:					
Contact:	Dennis Falaschi	Territory:					
Phone:	(209) 364-6136 Ext. 0000	Terms:	Due 9/13/10	Current	31 - 60 Days	61 - 90 Days	91 and Over
Credit:	Unlimited			\$46.39	\$0.00	\$0.00	\$0.00
Totals:							\$46.39

Customer:	PANOCHE-MISC	Name:	Panoche Water District	Account Type:	Open Item	91 and Over	Balance
User-Defined 1		Salesperson:					
Contact:		Territory:					
Phone:	(209) 364-6136 Ext. 0000	Terms:	DUE UPON RECEIPT	Current	31 - 60 Days	61 - 90 Days	91 and Over
Credit:	Unlimited			\$40,605.15	\$0.00	\$0.00	\$0.00
Totals:							\$40,605.15

Customer:	PWD-MISC	Name:	Pacheco Water District	Account Type:	Open Item	91 and Over	Balance
User-Defined 1		Salesperson:					
Contact:		Territory:					
Phone:	(209) 364-6136 Ext. 0000	Terms:	DUE UPON RECEIPT	Current	31 - 60 Days	61 - 90 Days	91 and Over
Credit:	Unlimited			\$166.45	\$0.00	\$0.00	\$0.00
Totals:							\$166.45

Customer:	SBCWD-MISC	Name:	San Benito County Water District	Account Type:	Open Item	91 and Over	Balance
User-Defined 1		Salesperson:					
Contact:	Jeff Cattaneo	Territory:					
Phone:	(831) 637-6218 Ext. 0000	Terms:	Net 30 Days	Current	31 - 60 Days	61 - 90 Days	91 and Over
Credit:	Unlimited			\$1,309.12	\$0.00	\$0.00	\$0.00
Totals:							\$1,309.12

SUMMARY HISTORICAL AGED TRIAL BALANCE
 San Luis & Delta Mendota Water Authority

Customer:	SLWD-MISC	Name:	San Luis Water District	Account Type:	Open Item	Current	31 - 60 Days	61 - 90 Days	91 and Over	Balance
User-Defined 1		Salesperson:								
Contact:	Marvin Meyers	Territory:								
Phone:	(209) 826-4043 Ext. 0000	Terms:	Due 11/1/10							
Credit:	Unlimited									
Totals:					\$2,128.65	\$0.00	\$0.00	\$0.00	\$0.00	\$2,128.65
Customer:	SWC	Name:	State Water Contractors	Account Type:	Open Item					
User-Defined 1		Salesperson:								
Contact:		Territory:								
Phone:	() - Ext.	Terms:	DUE UPON RECEIPT							
Credit:	Unlimited									
Totals:					\$41,480.62	\$0.00	\$0.00	\$0.00	\$0.00	\$41,480.62
Customer:	VALLEY-MISC	Name:	Valley Water	Account Type:	Open Item					
User-Defined 1		Salesperson:								
Contact:		Territory:								
Phone:	() - Ext.	Terms:	DUE UPON RECEIPT							
Credit:	Unlimited									
Totals:					\$172.21	\$0.00	\$0.00	\$0.00	\$0.00	\$172.21
Customer:	VW MISC	Name:	Valley Water	Account Type:	Open Item					
User-Defined 1		Salesperson:								
Contact:		Territory:								
Phone:	() - Ext.	Terms:	DUE UPON RECEIPT							
Credit:	Unlimited									
Totals:					\$465.24	\$0.00	\$0.00	\$0.00	\$0.00	\$465.24
Customer:	WWD-MISC	Name:	Westlands Water District	Account Type:	Open Item					
User-Defined 1		Salesperson:								
Contact:		Territory:								
Phone:	(559) 224-1523 Ext. 0000	Terms:	Due 11/1/10							
Credit:	Unlimited									
Totals:					\$69,268.11	\$0.00	\$0.00	\$0.00	\$0.00	\$69,268.11
Grand Totals:					\$237,090.37	\$0.00	\$0.00	(\$33.50)	\$0.00	\$237,056.87
		Customer(s)	13							

**San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending October 31, 2019**

Daily Interest Rates:			0.00%	0.00%	1.50%	1.50%	ST 2.00% MT 2.00%	2.45%		
Type of Account:	Account #:	Cash on Hand	CVCB Checking 0471	CVCB Payroll 0489	CVCB Transactional 0463	CVCB Muni 4355	Cal Trust 25-10	LAIF 4-000	Petty Cash	Total
Cash Balance as of 9/30/19		0.00	(95,749.11)	10.00	20,316,987.12	1,489,050.73	19,135,402.84	18,127,033.58	700.00	58,983,435.16
Date	Wires In from LAIF / CalTrust	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers From TransMuni/Muni		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/02/19	Funding for Payroll	0.00	0.00	6,249.95	(6,249.95)	0.00	0.00	0.00	0.00	0.00
10/09/19	Funding for Payroll	0.00	0.00	230,789.28	(230,789.28)	0.00	0.00	0.00	0.00	0.00
10/23/19	Funding for Payroll	0.00	0.00	227,243.75	(227,243.75)	0.00	0.00	0.00	0.00	0.00
Wires Out to Treasury		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/31/19	October 2019 Power Bill	0.00	0.00	0.00	(2,245,319.44)	0.00	0.00	0.00	0.00	(2,245,319.44)
Wires Out		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transfers Out - To LAIF / Cal Trust		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
CVCB Sweep Checking/Trans Muni		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/01/19	Sweep from Transactional Account	0.00	53,456.83	0.00	(53,456.83)	0.00	0.00	0.00	0.00	0.00
10/02/19	Sweep from Transactional Account	0.00	81,954.43	0.00	(81,954.43)	0.00	0.00	0.00	0.00	0.00
10/04/19	Sweep from Transactional Account	0.00	1,370,781.66	0.00	(1,370,781.66)	0.00	0.00	0.00	0.00	0.00
10/07/19	Sweep from Transactional Account	0.00	308.88	0.00	(308.88)	0.00	0.00	0.00	0.00	0.00
10/08/19	Sweep from Transactional Account	0.00	335,281.12	0.00	(335,281.12)	0.00	0.00	0.00	0.00	0.00
10/09/19	Sweep from Transactional Account	0.00	11,422.55	0.00	(11,422.55)	0.00	0.00	0.00	0.00	0.00
10/10/19	Sweep from Transactional Account	0.00	114,008.98	0.00	(114,008.98)	0.00	0.00	0.00	0.00	0.00
10/11/19	Sweep from Transactional Account	0.00	212,918.67	0.00	(212,918.67)	0.00	0.00	0.00	0.00	0.00
10/15/19	Sweep from Transactional Account	0.00	168,931.04	0.00	(168,931.04)	0.00	0.00	0.00	0.00	0.00
10/16/19	Sweep from Transactional Account	0.00	192,644.36	0.00	(192,644.36)	0.00	0.00	0.00	0.00	0.00
10/17/19	Sweep from Transactional Account	0.00	7,382.07	0.00	(7,382.07)	0.00	0.00	0.00	0.00	0.00
10/18/19	Sweep from Transactional Account	0.00	5,711.37	0.00	(5,711.37)	0.00	0.00	0.00	0.00	0.00
10/22/19	Sweep from Transactional Account	0.00	74,841.86	0.00	(74,841.86)	0.00	0.00	0.00	0.00	0.00
10/23/19	Sweep from Transactional Account	0.00	23,909.93	0.00	(23,909.93)	0.00	0.00	0.00	0.00	0.00
10/24/19	Sweep from Transactional Account	0.00	62,429.91	0.00	(62,429.91)	0.00	0.00	0.00	0.00	0.00
10/25/19	Sweep from Transactional Account	0.00	10,412.71	0.00	(10,412.71)	0.00	0.00	0.00	0.00	0.00
10/25/19	Sweep from Transactional Account	0.00	30,455.32	0.00	(30,455.32)	0.00	0.00	0.00	0.00	0.00
10/28/19	Sweep from Transactional Account	0.00	314,140.97	0.00	(314,140.97)	0.00	0.00	0.00	0.00	0.00
10/29/19	Sweep from Transactional Account	0.00	45,325.16	0.00	(45,325.16)	0.00	0.00	0.00	0.00	0.00
10/30/19	Sweep from Transactional Account	0.00	69,478.51	0.00	(69,478.51)	0.00	0.00	0.00	0.00	0.00
10/31/19	Sweep from Transactional Account	0.00	12,193.79	0.00	(12,193.79)	0.00	0.00	0.00	0.00	0.00
Bank Fee/Bank Error/Adjustments		0.00	3,197,990.12	0.00	(3,197,990.12)	0.00	0.00	0.00	0.00	0.00
10/04/19	Change in Share Price	0.00	0.00	0.00	0.00	0.00	59,648.06	0.00	0.00	59,648.06
10/10/19	Change in Share Price	0.00	0.00	0.00	0.00	0.00	(27,104.25)	0.00	0.00	(27,104.25)
10/15/19	Incoming wire fee	0.00	0.00	0.00	(80.00)	0.00	0.00	0.00	0.00	(80.00)
10/15/19	Service charge (Analysis Stmt)	0.00	(138.21)	0.00	0.00	0.00	0.00	0.00	0.00	(138.21)
10/18/19	Change in Share Price	0.00	0.00	0.00	0.00	0.00	(13,552.13)	0.00	0.00	(13,552.13)
10/30/19	Change in Share Price	0.00	0.00	0.00	0.00	0.00	(13,552.32)	0.00	0.00	(13,552.32)
10/31/19	Change in Share Price	0.00	0.00	0.00	0.00	0.00	27,104.43	0.00	0.00	27,104.43
Interest Earned		0.00	(138.21)	0.00	(80.00)	0.00	32,543.79	0.00	0.00	32,325.58
10/15/19	Interest Earned	0.00	0.00	0.00	0.00	0.00	0.00	111,407.57	0.00	111,407.57
10/31/19	Interest Earned	0.00	0.00	0.00	25,128.73	1,909.75	34,389.80	0.00	0.00	61,408.28
Cash Balance as of 10/31/19		0.00	(496,464.91)	10.00	18,573,258.61	1,500,960.48	19,202,316.43	18,238,441.15	700.00	57,017,221.76

Note: Daily Interest Rates are through 10/31/19

Percentage in Investment Accounts	4%	49%	47%
Target Percentage in Investment Accounts	10%	75%	15%

**San Luis & Delta-Mendota Water Authority
Cash Activity Detail Report - Operational
For Month Ending October 31, 2019**

Daily Interest Rates:			0.00%	0.00%	1.50%	1.50%	ST 2.06% MT 2.06%	2.45%		
Type of Account:	Cash	CVCB	CVCB	CVCB	CVCB	CVCB	Cal Trust	LAIF	Petty	Total
Account #:	on Hand	Checking	Payroll	Transactional	Muni	Shors/Medium Term	25-10	4-006	Cash	
		0471	0489	0463	4858					
Cash Balance as of 9/30/19		0.00	(95,749.11)	10.00	20,316,987.12	1,499,050.73	19,135,402.84	16,127,033.58	700.00	58,983,435.16
Receipts - Remote Deposit										
10/07/19	Deposit	0.00	0.00	0.00	83,918.54	0.00	0.00	0.00	0.00	83,918.54
10/09/19	Deposit	0.00	0.00	0.00	51.31	0.00	0.00	0.00	0.00	51.31
10/10/19	Deposit	0.00	0.00	0.00	2,711.96	0.00	0.00	0.00	0.00	2,711.96
10/15/19	Deposit	0.00	0.00	0.00	147,168.29	0.00	0.00	0.00	0.00	147,168.29
10/16/19	Deposit	0.00	0.00	0.00	27,582.00	0.00	0.00	0.00	0.00	27,582.00
10/17/19	Deposit	0.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	100.00
10/21/19	Deposit	0.00	0.00	0.00	1,386,375.17	0.00	0.00	0.00	0.00	1,386,375.17
10/23/19	Deposit	0.00	0.00	0.00	84,279.37	0.00	0.00	0.00	0.00	84,279.37
10/24/19	Deposit	0.00	0.00	0.00	111,475.00	0.00	0.00	0.00	0.00	111,475.00
10/28/19	Deposit	0.00	0.00	0.00	45,533.54	0.00	0.00	0.00	0.00	45,533.54
10/29/19	Deposit	0.00	0.00	0.00	6,057.00	0.00	0.00	0.00	0.00	6,057.00
10/30/19	Deposit	0.00	0.00	0.00	95,935.94	0.00	0.00	0.00	0.00	95,935.94
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Wired Receipts - Direct Deposit	0.00	0.00	0.00	1,991,308.12	0.00	0.00	0.00	0.00	1,991,308.12
10/15/19	BLWD - SF O&M	0.00	0.00	0.00	140,909.27	0.00	0.00	0.00	0.00	140,909.27
10/15/19	BBID - SF O&M	0.00	0.00	0.00	1,176.52	0.00	0.00	0.00	0.00	1,176.52
10/15/19	PWA - SF O&M	0.00	0.00	0.00	483,895.49	0.00	0.00	0.00	0.00	483,895.49
10/15/19	WWD - SF O&M	0.00	0.00	0.00	1,252,260.80	0.00	0.00	0.00	0.00	1,252,260.80
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Direct Deposit in from USBR	0.00	0.00	0.00	1,878,242.08	0.00	0.00	0.00	0.00	1,878,242.08
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	To/From CAR - DHCCP	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	To/From Grant Funds-Trans	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/08/19	Transfr to fund A/P	0.00	0.00	0.00	269,265.10	0.00	0.00	0.00	0.00	269,265.10
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Checks Written	0.00	0.00	0.00	269,265.10	0.00	0.00	0.00	0.00	269,265.10
10/02/19	Accounts Payable	0.00	(1,733,872.89)	0.00	0.00	0.00	0.00	0.00	0.00	(1,733,872.89)
10/04/19	Payroll	0.00	0.00	(6,249.95)	0.00	0.00	0.00	0.00	0.00	(6,249.95)
10/08/19	Accounts Payable	0.00	(549,000.67)	0.00	0.00	0.00	0.00	0.00	0.00	(549,000.67)
10/11/19	Payroll	0.00	0.00	(2,400.00)	0.00	0.00	0.00	0.00	0.00	(2,400.00)
10/11/19	Payroll	0.00	0.00	(228,389.28)	0.00	0.00	0.00	0.00	0.00	(228,389.28)
10/15/19	Accounts Payable	0.00	(285,497.66)	0.00	0.00	0.00	0.00	0.00	0.00	(285,497.66)
10/22/19	Void Check #029258	0.00	951.92	0.00	0.00	0.00	0.00	0.00	0.00	951.92
10/22/19	Accounts Payable	0.00	(224,229.31)	0.00	0.00	0.00	0.00	0.00	0.00	(224,229.31)
10/23/19	Accounts Payable	0.00	(1,695.00)	0.00	0.00	0.00	0.00	0.00	0.00	(1,695.00)
10/24/19	Accounts Payable	0.00	(789.05)	0.00	0.00	0.00	0.00	0.00	0.00	(789.05)
10/24/19	Void Check #029515	0.00	3,390.00	0.00	0.00	0.00	0.00	0.00	0.00	3,390.00
10/25/19	Payroll	0.00	0.00	(227,243.75)	0.00	0.00	0.00	0.00	0.00	(227,243.75)
10/24/19	Accounts Payable-Visa	0.00	(28,592.63)	0.00	0.00	0.00	0.00	0.00	0.00	(28,592.63)
10/29/19	Accounts Payable	0.00	(453,186.25)	0.00	0.00	0.00	0.00	0.00	0.00	(453,186.25)
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Wires for ICMA Contributions & PIR	0.00	(3,272,521.54)	(454,282.89)	0.00	0.00	0.00	0.00	0.00	(3,726,804.52)
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Date	Taxes	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
10/02/19	EDD 8/7-9/20/19 SDI & SWT	0.00	(15,962.12)	0.00	0.00	0.00	0.00	0.00	0.00	(15,962.12)
10/02/19	IRS 8/7-8/20/19	0.00	(45,384.44)	0.00	0.00	0.00	0.00	0.00	0.00	(45,384.44)
10/04/19	ICMA 9/21-10/4/19	0.00	(1,116.66)	0.00	0.00	0.00	0.00	0.00	0.00	(1,116.66)
10/09/19	EDD 9/21-10/4/19 SDI & SWT	0.00	(73.34)	0.00	0.00	0.00	0.00	0.00	0.00	(73.34)
10/09/19	IRS 9/21-10/4/19	0.00	(211.71)	0.00	0.00	0.00	0.00	0.00	0.00	(211.71)
10/15/19	ICMA 9/21-10/4/19	0.00	(71,950.39)	0.00	0.00	0.00	0.00	0.00	0.00	(71,950.39)
10/16/19	EDD 9/21-10/4/19 SDI & SWT	0.00	(15,776.39)	0.00	0.00	0.00	0.00	0.00	0.00	(15,776.39)
10/16/19	IRS 9/21-10/4/19	0.00	(45,156.68)	0.00	0.00	0.00	0.00	0.00	0.00	(45,156.68)
10/28/19	ICMA 10/5-10/18/19	0.00	(72,573.43)	0.00	0.00	0.00	0.00	0.00	0.00	(72,573.43)
10/30/19	EDD 10/5-10/18/19 SDI & SWT	0.00	(15,405.43)	0.00	0.00	0.00	0.00	0.00	0.00	(15,405.43)
10/30/19	IRS 10/5-10/18/19	0.00	(44,435.58)	0.00	0.00	0.00	0.00	0.00	0.00	(44,435.58)
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	(328,046.17)	0.00	0.00	0.00	0.00	0.00	0.00	(328,046.17)

**San Luis & Delta-Mendota Water Authority
Grant Funds Cash Activity Detail Report
For Month Ending October 31, 2019**

Non-Interest Bearing Account				
Type of Account:		CVCB		
Account #:		Checking		Total
		8778		
Cash Balance as of 9/30/19		496,361.93	0.00	496,361.93
Receipts - Remote Deposit				
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	Wired Receipts - Direct Deposit			
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	To/From			
			0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	Checks Written			
		0.00	0.00	0.00
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	Wires In from			
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	Transfers From			
		0.00	0.00	0.00
		0.00	0.00	0.00
Date	Transfers Out - To Transactional Acct			
10/08/19	Trnsfr to fund A/P	(269,265.10)	0.00	(269,265.10)
		(269,265.10)	0.00	(269,265.10)
Date	Bank Fee/Bank Error/Adjustments			
		0.00	0.00	0.00
		0.00	0.00	0.00
Cash Balance as of 10/31/19		227,096.83	0.00	227,096.83

I:\FIN_Reports\Finance_SS\CASH\Cash Activity\FYE2-20\08 cashactivity October 2019.xlsx]Oct 2019 Operational

11/06/19

CC: DN, JM

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
CHECK REGISTER
10/1/19 THROUGH 10/31/19
CENTRAL VALLEY COMMUNITY BANK

Check No.	Date	Check Issued to:	Description	Amount of Check	Amount of Deposit	Balance Forward:
						(95,749.11)
029695	10/1/2019	Transfer From Transactional Muni Account				(42,292.28)
029696	10/2/2019	ACWA/PIA	10/19 Medical, Dental, Vision & EAP Premiums	205,837.47	53,456.83	(248,129.75)
029697	10/2/2019	Garnishment	Garnishment	529.85		(248,659.60)
029698	10/2/2019	California State Disbursement Unit	Garnishment	105.23		(248,764.83)
029699	10/2/2019	John Machado	9/19-Pro-Rated 10/19 Cell Phone	33.88		(248,798.71)
029700	10/2/2019	Merced County Sheriff	Garnishment	75.00		(248,873.71)
029701	10/2/2019	MLJ Environmental	7/25-8/24/19 Groundwater WDR	7,794.17		(256,667.88)
029702	10/2/2019	Pacific Eco-Risk Lab. Inc.	8/19 Biological Monitoring	3,192.88		(259,860.76)
029703	10/2/2019	Port of Stockton	2019-2020 Dissolved Oxygen	25,000.00		(284,860.76)
029704	10/2/2019	Principal Life Insurance Company	10/19 EE Disability Ins	4,601.62		(289,462.38)
029705	10/2/2019	San Joaquin River Exchange Contractors WA	8/19 Deliveries	1,368,850.00		(1,658,312.38)
029706	10/2/2019	South Dakota Agricultural Lab	7/19 & 8/19 Water Quality Monitoring	2,416.00		(1,660,728.38)
029707	10/2/2019	Summers Engineering, Inc.	7/19 & 8/19 Professional Services	97,019.29		(1,757,747.67)
029708	10/2/2019	T. Kaljian Investment	10/19 Rent LBAO	7,280.00		(1,765,027.67)
		Welty, Weaver & Currie, PC	8/19 NEPA Support	11,137.50		(1,776,165.17)
		Wire to EDD	Payroll Taxes PR 9/7/19-9/20/19 SDI & SWT	15,962.12		(1,792,127.29)
		Wire to IRS	Payroll Taxes for P/R 9/7/19-9/20/19	45,384.44		(1,837,511.73)
		Transfer From Transactional Muni Account			81,954.43	(1,755,557.30)
		Wire to ICMA Retirement Trust	Contributions 401401x457 Plan 9/21/19-10/4/19	1,116.66		(1,756,673.96)
		Transfer From Transactional Muni Account			1,370,781.66	(385,892.30)
029709	10/8/2019	A T & T			308.88	(385,583.42)
029710	10/8/2019	A T & T Mobility	8/11/19-9/10/19 Service	528.17		(386,111.59)
029711	10/8/2019	Alhambra Sparklets Water	9/10/19-10/9/19 Service	577.20		(386,688.79)
029712	10/8/2019	All Industrial Electric Supply, Inc.	9/19 Water Delivery	80.61		(386,769.40)
029713	10/8/2019	American Trainco DBA TPC Trainco	Parts and Materials	1,267.06		(388,036.46)
029714	10/8/2019	Animal Damage Management	Training for Eshop	9,285.00		(397,321.46)
029715	10/8/2019	Cathy Bento	Outside Services	4,500.00		(401,821.46)
029716	10/8/2019	Bruce's Tire, Inc.	9/26/19 Mileage Quarterly	84.10		(401,905.56)
029717	10/8/2019	Caltronics Business Systems	Tires Veh#8100 & Veh#2633	1,697.71		(403,603.27)
029718	10/8/2019	CDW Government	Office Supplies	264.74		(403,868.01)
029719	10/8/2019	Ceneal Auto & Truck Parts, Inc/Napa	Microsoft Surface&Req Accessory	5,279.21		(409,147.22)
029720	10/8/2019	Dori's Mobile Glass, Inc.	Small Tools	180.37		(409,327.59)
029721	10/8/2019	EKI Environment & Water, Inc.	Outside Services	205.00		(409,532.59)
029722	10/8/2019	Farmers Water District	6/1-8/23/19 IRWM Grant Mgmt	8,954.22		(418,486.81)
029723	10/8/2019	Fastenal Company	SGMA Prop 1 Grant	112,621.50		(531,108.31)
029724	10/8/2019	FGL Environmental, Inc.	Parts and Materials	90.39		(531,198.70)
029725	10/8/2019	Firestone Inc/Bridgestone Americas	Other Services	690.00		(531,888.70)
029726	10/8/2019	Foley & Lardner LLP	Tires Veh#8124 & Veh#8074	1,057.62		(532,946.32)
029727	10/8/2019	Fugesco Inc	8/19 State Rep-CA Lobbying & 8/19 Fed Rep-Services	22,000.00		(554,946.32)
029728	10/8/2019	Grainger, Inc.	Parts & Material/Job 3033-CR	1,441.50		(556,387.82)
029729	10/8/2019	Grassland Water District	Shaft Collars for Flow Meters	1,712.02		(558,099.84)
029730	10/8/2019	Melody Hernandez	SGMA Prop 1 Grant	123,933.38		(682,033.22)
029731	10/8/2019	HIXCO	9/19 Mileage Qterly Meeting	84.10		(682,117.32)
029732	10/8/2019	Holt of California	Hardware OPP Unit#4 Flowmeter	1,489.80		(683,607.12)
			Rents/Leases-Veh&Construction Equipment	5,823.91		(689,431.03)

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
CHECK REGISTER
10/1/19 THROUGH 10/31/19
CENTRAL VALLEY COMMUNITY BANK

Page 307

Check No.	Date	Check Issued to:	Description	Amount of Check	Amount of Deposit	Balance Forward:
029733	10/8/2019	Home Depot Credit Service	Parts and Materials	196.01		(689,627.04)
029734	10/8/2019	Hoosier Crane Service Company	Load limiter, Load Cell JPP	2,943.96		(692,571.00)
029735	10/8/2019	Ives Training & Compliance Group, Inc.	Training Materials	1,062.77		(693,633.77)
029736	10/8/2019	Land IQ, LLC	5/19-8/19 Delta Following Pilot	57,350.00		(750,983.77)
029737	10/8/2019	Marfab, Inc.	Parts and Materials	216.57		(751,200.34)
029738	10/8/2019	Merced College Community Services	Intermediate Microsoft Excell19	129.00		(751,329.34)
029739	10/8/2019	Modesto Welding Products, Inc.	Parts and Materials	501.53		(751,830.87)
029740	10/8/2019	Jim Moore Enterprises	Paint for JPP Deck Plates	1,768.70		(753,599.57)
029741	10/8/2019	Northern California Water Association	4/1/19-6/1/9 Rice Field Fish Food	5,753.82		(759,353.39)
029742	10/8/2019	Northern Tool & Eq. Co.	Parts and Materials	184.71		(759,538.10)
029743	10/8/2019	O'Reilly Auto Parts	Parts and Materials	1,199.45		(760,737.55)
029744	10/8/2019	Occu-Med, Ltd	Professional Services - TFO	189.00		(760,926.55)
029745	10/8/2019	Old Castle Precast	Customer Base & Checker PlateCover	2,052.65		(762,979.20)
029746	10/8/2019	P G & E	8/23-9/23/19 Volta Wells	1,142.85		(764,122.05)
029747	10/8/2019	PACE Supply Corp.	Inventory Replenishment	1,642.83		(765,764.88)
029748	10/8/2019	Pacific Valley Coffee	9/19 Chgs	90.80		(765,855.68)
029749	10/8/2019	Pape Trucks, Inc.	Outside Services	2,521.12		(768,376.80)
029750	10/8/2019	Patel, Pulliam & Hubli	Professional Services - TFO	272.00		(768,648.80)
029751	10/8/2019	San Joaquin River Exchange Contractors WA	SGMA Prop 1 Grant	32,710.22		(801,359.02)
029752	10/8/2019	Sorensen's True Value	Parts and Materials	78.42		(801,437.44)
029753	10/8/2019	SC Fuels	Oil	311.36		(801,748.80)
029754	10/8/2019	Stockton Pipe & Supply, Inc.	Pipe and Metal Treatments	1,339.02		(803,087.82)
029755	10/8/2019	TF Tire & Service	Outside Services	72.20		(803,160.02)
029756	10/8/2019	The Frame Shop	Frame For Map Member Agencies	30.62		(803,190.64)
029757	10/8/2019	The Office City	Office Supply - LBAC	686.32		(803,876.96)
029758	10/8/2019	Triangle Rock Products Inc.	Concrete and Paving Materials	623.55		(804,500.51)
029759	10/8/2019	Unico Mechanical Corp.	Fabricate Top Shaft Encl Tub	22,214.76		(826,715.27)
029760	10/8/2019	United Parcel Service	9/19 Shipping Charges	97.66		(826,812.93)
029761	10/8/2019	United States Geological Survey	7/1/19-9/30/19 Blooms Analysis	13,991.51		(840,804.44)
029762	10/8/2019	Verizon Wireless	9/22/19-10/21/19 Service	743.68		(841,548.12)
029763	10/8/2019	W.A.E.A.	Other Services and Expenses	3,000.00		(844,548.12)
029764	10/8/2019	Wardens	Inventory Replenishment	597.48		(845,145.60)
029765	10/8/2019	Watercourse Engineering, Inc.	7/1-7/31/19 Yellow Start Thistle	1,000.00		(846,145.60)
029766	10/8/2019	Waterwrights.net	Ad: Chief Operating Officer	500.00		(846,645.60)
029767	10/8/2019	WEX Bank	Fuel Chgs	473.76		(847,119.36)
029768	10/8/2019	Woodard & Curran Inc.	8/19 Westside IRWM Plan & 7/19 GW Sustainability Plan	86,895.94		(934,015.30)
029769	10/8/2019	Zoom Imaging Solutions Inc.	Contract for Copy Machine LBAC	568.79		(934,584.09)
		Transfer From Transactional Muni Account			335,281.12	(599,302.97)
	10/9/2019	Wire to EDD	Payroll Taxes PR 9/21/19-10/4/19 SDI & SWT	73.34		(599,376.31)
	10/9/2019	Wire to IRS	Payroll Taxes for P/R 9/21/19-10/4/19	211.71		(599,588.02)
	10/9/2019	Transfer From Transactional Muni Account			11,422.55	(588,165.47)
	10/10/2019	Transfer From Transactional Muni Account			114,008.98	(474,156.49)
	10/11/2019	Transfer From Transactional Muni Account			212,918.67	(261,237.82)
029770	10/15/2019	Airgas USA LLC	Parts and Materials	269.85		(261,507.67)
029771	10/15/2019	Alhambra Sparklets Water	9/19 Bottled Water Service	183.49		(261,691.16)
029772	10/15/2019	All American Plumbing Heating & Air	Drain & Urinal Service	250.00		(261,941.16)

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
CHECK REGISTER
10/1/19 THROUGH 10/31/19
CENTRAL VALLEY COMMUNITY BANK

Check No.	Date	Check Issued to:	Description	Amount of Check	Amount of Deposit	Balance Forward:
029773	10/15/2019	Arctic Glacier, Inc.	Other Services and Expenses	126.14		(261,941.16)
029774	10/15/2019	Baker Supplies & Repairs	Parts and Materials	555.71		(262,067.30)
029775	10/15/2019	Garnishment	Garnishment	529.85		(262,623.01)
029776	10/15/2019	BSK & Associates Corp.	Professional Services	4,501.42		(263,152.86)
029777	10/15/2019	Bureau of Reclamation	Transfer Agreement Negotiation	10,000.00		(267,654.28)
029778	10/15/2019	California State Disbursement Unit	Garnishment	105.23		(277,654.28)
029779	10/15/2019	CDM Smith Inc.	7/28-8/31/19 Impact Report LTW	36,063.24		(277,759.51)
029780	10/15/2019	Cencal Auto & Truck Parts, Inc/Napa	Small Tools	19.66		(313,822.75)
029781	10/15/2019	Clark Equipment Co DBA Bobcat Co	Water Kit for Bobcat T630	3,046.97		(313,842.41)
029782	10/15/2019	County of Alameda	Fees and License	540.00		(316,889.38)
029783	10/15/2019	County of Fresno	Permits, License and Fees	27.00		(317,429.38)
029784	10/15/2019	Darlene Neves/PCITFO	Petty Cash-September 2019	145.96		(317,456.38)
029785	10/15/2019	DHR Hydro Services Inc.	DHR Hydro Services	56,996.10		(317,602.34)
029786	10/15/2019	E & M Electric & Machinery, Inc.	Simatic & Digital Input	3,256.56		(374,598.44)
029787	10/15/2019	F.D. Thomas, Inc.	Penstock & Pump Assy Rehab	82,384.10		(377,855.00)
029788	10/15/2019	FGL Environmental, Inc.	Other Services	124.00		(460,239.10)
029789	10/15/2019	Gilton Solid Waste Management, Inc.	9/19 & 10/19 Waste Removal	97.08		(460,363.10)
029790	10/15/2019	Darlene Goddard	Travel	80.04		(460,460.18)
029791	10/15/2019	Grainger, Inc.	Parts and Materials for EShop	2,051.76		(462,591.98)
029792	10/15/2019	Granite Construction Co., Inc.	Concrete and Paving Materials	1,431.88		(464,023.86)
029793	10/15/2019	HACH Company	Outside Services	551.75		(464,575.61)
029794	10/15/2019	Forensic Analytical Consulting Services Inc.	Sandblast Filter Job	2,672.50		(467,248.11)
029795	10/15/2019	Holt of California	Parts and Materials	2,938.89		(470,187.00)
029796	10/15/2019	Home Depot Credit Service	Tool Box Veh#8143	1,553.62		(471,740.62)
029797	10/15/2019	Marfab, Inc.	Parts and Materials	104.84		(471,845.46)
029798	10/15/2019	Merced County Reg. Waste Mgmt Authority	Disposal Expense	59.22		(471,904.68)
029799	10/15/2019	Merced County Sheriff	Garnishment	75.00		(471,979.68)
029800	10/15/2019	MSC Industrial Supply Co., Inc.	Parts and Materials	122.15		(472,101.83)
029801	10/15/2019	Napa Auto Parts-Tracy	Parts and Materials	152.58		(472,254.41)
029802	10/15/2019	O'Reilly Auto Parts	Parts and Materials	56.37		(472,310.78)
029803	10/15/2019	Our House Hospitality, Inc.	Other Services	2,714.00		(475,024.78)
029804	10/15/2019	P G & E	8/31/19-10/1/19 Service	4,842.11		(479,866.89)
029805	10/15/2019	Panoche Drainage District	8/19 O&M SL Drain & Grassland	6,803.62		(486,670.51)
029806	10/15/2019	Pape Machinery Inc.	Grader Blade	3,021.42		(489,691.93)
029807	10/15/2019	Alexander Pineda	Travel Per Diem 11/3-11/8/19	275.00		(489,966.93)
029808	10/15/2019	Refrigeration Supplies Distributor	A/C Unit OPP Battery Room	4,493.79		(494,460.72)
029809	10/15/2019	RESA Power Solutions-Transformer Serv LLC	OPP APhase Bushing Replacement	16,975.00		(511,435.72)
029810	10/15/2019	S.J. Valley Unified Air Pollution	Permits	42.00		(511,477.72)
029811	10/15/2019	Sampson, Sampson & Patterson	FY2017 Audit-Final Billing	9,000.00		(520,477.72)
029812	10/15/2019	SC Industries, Inc.	Parts and Materials	186.54		(520,664.26)
029813	10/15/2019	Sorensen's True Value	Propane	164.08		(520,828.34)
029814	10/15/2019	South Dakota Agricultural Lab	7/19 & 8/19 Water Quality Monitoring	8,320.50		(529,148.84)
029815	10/15/2019	The Office City	Office Supplies - LBAO	211.89		(529,360.73)
029816	10/15/2019	Tracy Delta Disposal Service, Inc.	Waste Disposal - Acct#2486	2,262.58		(531,623.31)
029817	10/15/2019	Vincent Electric Motor Company	Replace Gate Motor DMC	9,836.23		(541,459.54)

**SAN LUIS DELTA-MENDOTA WATER AUTHORITY
CHECK REGISTER
10/1/19 THROUGH 10/31/19
CENTRAL VALLEY COMMUNITY BANK**

Check No.	Date	Check Issued to:	Description	Amount of Check	Amount of Deposit	Balance Forward:
029818	10/15/2019	Warden's	Inventory Replenishment	151.50		(541,611.04)
029819	10/15/2019	Windecker, Inc	Petroleum, Oil, and Lubricants	5,124.44		(546,735.48)
	10/15/2019	Wire to ICMA Retirement Trust	Contributions 401/401x/457 Plan 9/21/19-10/4/19	71,950.39		(618,685.87)
	10/15/2019	Transfer From Transactional Muni Account			168,931.04	(449,754.83)
	10/15/2019	Sept Service Charge (Analysis Statement)	Service Charge			(449,893.04)
	10/16/2019	Wire to EDD	Payroll Taxes PR 9/21/19-10/4/19 SDI & SWT	138.21		(465,669.43)
	10/16/2019	Wire to IRS	Payroll Taxes for PR 9/21/19-10/4/19	15,776.39		(510,826.11)
	10/16/2019	Transfer From Transactional Muni Account			192,644.36	(318,181.75)
	10/17/2019	Transfer From Transactional Muni Account			7,382.07	(310,799.68)
	10/18/2019	Transfer From Transactional Muni Account			5,711.37	(305,088.31)
	10/21/2019	Transfer From Transactional Muni Account			74,841.86	(230,246.45)
	10/22/2019	Void Check#029258	VOID		951.92	(229,294.53)
029821	10/22/2019	A & A Portables, Inc./a United Site Serv Co	Other Services and Expenses	110.78		(229,405.31)
029822	10/22/2019	A T & T	10/19 Service	3,222.32		(232,627.63)
029823	10/22/2019	ACWA/JPIA	10/19-10/20 Auto&Gen Liability	147,494.00		(380,121.63)
029824	10/22/2019	Airgas USA LLC	Parts and Materials	818.55		(380,940.18)
029825	10/22/2019	Alhambra Sparklets Water	Other Services and Expenses	236.07		(381,176.25)
029826	10/22/2019	All Industrial Electric Supply, Inc.	Parts and Materials	180.45		(381,356.70)
029827	10/22/2019	Applied Industrial Technologies, Inc.	Parts and Materials	757.38		(382,114.08)
029828	10/22/2019	Arctic Glacier, Inc.	Other Services and Expenses	228.48		(382,342.56)
029829	10/22/2019	AT&T Long Distance	10/19 Long Distance	170.52		(382,513.08)
029830	10/22/2019	AT&T Mobility	10/10/19-11/9/19 Service	87.10		(382,600.18)
029831	10/22/2019	Bonander Truck	Parts and Materials	520.10		(383,120.28)
029832	10/22/2019	California Farm Water Coalition	Public Info Rep & Membership	14,166.66		(397,286.94)
029833	10/22/2019	California Surveying	Telephone Exp/Subscription Fee	40.00		(397,326.94)
029834	10/22/2019	CDW Government	IT Spare Parts	81.23		(397,408.17)
029835	10/22/2019	Dungarees, LLC	11-51 Tracy Electric Shop PPE	658.43		(398,066.60)
029836	10/22/2019	John Freitas	Travel	110.00		(398,176.60)
029837	10/22/2019	Gilton Solid Waste Management, Inc.	Disposal Expense	73.16		(398,249.76)
029838	10/22/2019	Alexandra Ginda	10/19 Mileage	76.56		(398,326.32)
029839	10/22/2019	Global Equipment Co. Inc.	Inventory Replenishment	236.43		(398,562.75)
029840	10/22/2019	Grainger, Inc.	Parts & Materials & Safety PPE	1,872.52		(400,435.27)
029841	10/22/2019	Grossmayer & Associates	Remote Support Assist-Lauren	437.50		(400,872.77)
029842	10/22/2019	Seth Harris	8/28-10/1/19 Mileage	105.56		(400,978.33)
029843	10/22/2019	Home Depot Credit Service	Small Tools	369.68		(401,348.01)
029844	10/22/2019	Homewood Suites	Travel-R.Grove & D.Larsen 9/29-10/4/19	1,120.50		(402,468.51)
029845	10/22/2019	Industrial Scientific Corp	Outside Services	848.24		(403,316.75)
029846	10/22/2019	Konecranes, Inc.	Training Expense	18,800.00		(422,116.75)
029847	10/22/2019	Kronick, Moskovitz, et al	8/19 Professional Services	4,232.79		(426,349.54)
029848	10/22/2019	Les Schwab Tires	Tires Veh#8066	617.35		(426,966.89)
029849	10/22/2019	RELX Inc. DBA LexisNexis	Subscribe 9/19 Legal Research	192.00		(427,158.89)
029850	10/22/2019	Marfab, Inc.	Parts and Materials	172.72		(427,331.61)
029851	10/22/2019	Richard Martin	Safety Boots	100.00		(427,431.61)
029852	10/22/2019	Merced Sun-Star	Heavy Equipment	116.94		(427,548.55)
029853	10/22/2019	Modesto Steel Inc.	Parts and Materials	106.26		(427,654.81)
029854	10/22/2019	Modesto Welding Products, Inc.	Parts and Materials	615.81		(428,270.62)

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
CHECK REGISTER
10/1/19 THROUGH 10/31/19
CENTRAL VALLEY COMMUNITY BANK

Page 310

Check No.	Date	Check Issued to:	Description	Amount of Check	Amount of Deposit	Balance Forward:
029855	10/22/2019	MSC Industrial Supply Co., Inc.	Inventory Replenishment	83.92		(428,270.62)
029856	10/22/2019	Napa Auto Parts-Tracy	Parts and Materials	311.85		(428,582.47)
029857	10/22/2019	Darlene Neves	10/19 Mileage	76.56		(428,659.03)
029858	10/22/2019	O'Reilly Auto Parts	Parts and Materials	338.82		(429,000.11)
029859	10/22/2019	Pacific Products & Services	Inventory Replenishment	1,001.09		(430,001.20)
029860	10/22/2019	Pitney Bowes Global Financial Serv LLC	Postage Machine - LBAO	767.34		(430,768.54)
029861	10/22/2019	Ramos Oil Co. Inc	Petroleum, Oil, and Lubricants	6,219.76		(437,000.30)
029862	10/22/2019	Ryan Rogers	Reimbursement for QAC Test	50.00		(437,050.30)
029863	10/22/2019	SaveMart Supermarkets	10/19 BOD Mtg	105.14		(437,155.44)
029864	10/22/2019	Amrik Singh	Travel	123.87		(437,279.31)
029865	10/22/2019	Sorensen's True Value	Parts and Materials	200.75		(437,480.06)
029866	10/22/2019	State Water Contractors	3/1-6/30/19 SWP/CVP Coord Proj	7,207.85		(444,687.91)
029867	10/22/2019	T. Kajjian Investment	9/19 Disposal/Wtr 8/21-9/20	235.21		(445,012.78)
029868	10/22/2019	The Office City	Office Supplies - LBAO	322.64		(445,335.42)
029869	10/22/2019	Turlock Irrigation District	8/28/19-9/28/19 Service	100.25		(445,435.67)
029870	10/22/2019	Uline	Parts and Materials	180.91		(445,616.58)
029871	10/22/2019	unWired Broadband, Inc.	Network Communications (SCADA)	249.98		(445,866.56)
029872	10/22/2019	Warden's	Inventory Replenishment	514.12		(446,380.68)
029873	10/22/2019	Joseph Weisenberger	Reimbursement-Center Console	210.00		(446,590.68)
029874	10/22/2019	Intrado Enterprise Collaboration, Inc.	9/19 Conference Calls	500.88		(447,091.56)
029875	10/22/2019	Western Truck Fabrication, Inc.	Vehicle 8135 Repair	6,273.28		(453,364.84)
029876	10/22/2019	Young's Air Conditioning	Repair A/C in Federico Office	159.00		(453,523.84)
029877	10/22/2019	Transfer From Transactional Muni Account ACWA/JPIA			23,909.93	(429,613.91)
029878	10/23/2019	Transfer From Transactional Muni Account New York Life Insurance			62,429.91	(431,308.91)
029879	10/24/2019	Void Check#029515				(431,308.91)
029880	10/24/2019	9/19 Visa Payment	VOID	789.05		(432,097.96)
029881	10/24/2019	Transfer From Transactional Muni Account	Visa Payments	28,592.63		(432,690.59)
029882	10/24/2019	Transfer From Transactional Muni Account				(432,690.59)
029883	10/25/2019	Wire to ICMA Retirement Trust				(432,690.59)
029884	10/25/2019	Transfer From Transactional Muni Account				(432,690.59)
029885	10/28/2019	A & A Portables, Inc./a United Site Serv Co	Contributions 401401x/457 Plan 10/5/19-10/18/19	72,573.43		(432,690.59)
029886	10/29/2019	A T & T	Other Services and Expenses	109.68		(432,790.27)
029887	10/29/2019	A T & T Mobility	9/11/19-10/10/19 Service	528.17		(433,318.44)
029888	10/29/2019	AFLAC	10/10/19-11/9/19 Service	585.63		(433,904.07)
029889	10/29/2019	All American Plumbing Heating & Air	10/19 AFLAC Premiums	989.27		(434,893.34)
029890	10/29/2019	Garnishment	Drain Service	29.00		(434,922.34)
029891	10/29/2019	Caliber Bodyworks, Inc.	Garnishment	529.85		(435,452.19)
029892	10/29/2019	California Special Districts Association	Veh#8123 Repair 2017 RAM	2,578.72		(438,030.91)
029893	10/29/2019	California State Disbursement Unit	Associate Member	1,446.00		(439,476.91)
029894	10/29/2019	CDW Government	Garnishment	105.23		(439,582.14)
029895	10/29/2019	Cencal Auto & Truck Parts, Inc/Napa	LBAO Multi-Media Projector	2,791.12		(442,373.26)
029896	10/29/2019	Charleston Drainage Dist	Parts and Materials	105.51		(442,478.77)
029897	10/29/2019	CURES	Mitigation Water	3,956.79		(446,435.56)
029898	10/29/2019		8/1-8/31/19 MPEP Group Wk. Plan	679.16		(447,114.72)

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
CHECK REGISTER
10/1/19 THROUGH 10/31/19
CENTRAL VALLEY COMMUNITY BANK

Page 311

Check No.	Date	Check Issued to:	Description	Amount of Check	Amount of Deposit	Balance Forward
029892	10/29/2019	Copy Shipping Solutions	Mailing Cost	158.00		(126,869.24)
029893	10/29/2019	Cotchet, Pitre & McCarthy LLP	Fees Incurred July 2019	42.82		(127,027.24)
029894	10/29/2019	County of Alameda	Fees, License, and Permits	270.00		(127,340.06)
029895	10/29/2019	Creative Outdoor Environments, Inc.	10/19 Landscaping Tracy	740.00		(128,080.06)
029896	10/29/2019	E & M Electric & Machinery, Inc.	SGMA WWare Software Support	545.00		(128,625.06)
029897	10/29/2019	Fastenal Company	Parts and Materials	740.88		(129,365.94)
029898	10/29/2019	Firebaugh Canal WD	Mitigation Water	21,590.56		(150,956.50)
029899	10/29/2019	Andrew Garcia	Out of Pocket Expenses	12.00		(150,968.50)
029900	10/29/2019	Grainger, Inc.	Replacement Batteries	4,018.53		(154,987.03)
029901	10/29/2019	H.T. Harvey & Associates	8/19 SJRIP Egg Monitoring	36,757.29		(191,744.32)
029902	10/29/2019	HIXCO	Parts and Materials	458.14		(192,202.46)
029903	10/29/2019	Holt of California	Parts and Materials	14.77		(192,217.23)
029904	10/29/2019	Home Depot Credit Service	Small Tools, Parts & Materials	489.52		(192,706.75)
029905	10/29/2019	Susan Hookins	9/1/19-9/30/19 CEQA Support	5,176.25		(197,883.00)
029906	10/29/2019	Johnston Industrial Supply, Co.	Inventory Replenishment	78.04		(197,961.04)
029907	10/29/2019	Joint Powers Ins. Agency	7/1/19-9/30/19 Workers Comp	97,620.99		(295,582.03)
029908	10/29/2019	Kronick, Moskovitz, et al	8/1/19-8/31/19 Retainer	63,525.00		(359,107.03)
029909	10/29/2019	Les Schwab Tires	Traction Retread Veh#2627 & Tires Veh#8082	2,113.34		(361,220.37)
029910	10/29/2019	Luhdorff & Scalmanini	9/19 Trend Monitor Program	8,369.75		(369,590.12)
029911	10/29/2019	Marfab, Inc.	Parts and Materials	359.40		(369,949.52)
029912	10/29/2019	MBK Engineers	Sisk Dam Raise	2,120.00		(372,069.52)
029913	10/29/2019	Merced County Reg. Waste Mgmt. Authority	Disposal Expense	307.81		(372,377.33)
029914	10/29/2019	Merced County Sheriff	Garnishment	75.00		(372,452.33)
029915	10/29/2019	Modesto Steel Inc.	Metal and Pipe	471.09		(372,923.42)
029916	10/29/2019	N & S Tractor	Parts and Materials	70.25		(372,993.67)
029917	10/29/2019	Napa Auto Parts-Tracy	Parts and Materials	60.34		(373,054.01)
029918	10/29/2019	New York Life Insurance	10/19 EE Life Ins	789.05		(373,843.06)
029919	10/29/2019	O'Reilly Auto Parts	Parts and Materials	269.18		(374,112.24)
029920	10/29/2019	P G & E	9/20-10/18/19 Service	1,025.15		(375,137.39)
029921	10/29/2019	Pacheco Water District	Mitigation Water	10,429.53		(385,566.92)
029922	10/29/2019	Pacific Eco-Risk Lab, Inc.	9/19 Biological Monitoring	11,452.21		(397,019.13)
029923	10/29/2019	Panoche Drainage District	Mitigation Water	71,964.85		(468,983.98)
029924	10/29/2019	Patel, Pulliam & Hubli	Professional Services-O'Neill	444.00		(469,427.98)
029925	10/29/2019	Pinnacle Healthcare	2019 Flu Shot-LBAO & LBFO	1,190.00		(470,617.98)
029926	10/29/2019	Pioneer Law Group LLP	9/19 GBD SLD-CEQA Consultant	6,991.50		(477,609.48)
029927	10/29/2019	Provost & Pritchard Inc.	8/19 Professional Services	8,341.26		(485,950.74)
029928	10/29/2019	SC Industries, Inc.	Parts and Materials	52.19		(486,002.93)
029929	10/29/2019	Somach Simmons & Dunn	Intervene Challenges to SWRCB	495.16		(486,498.09)
029930	10/29/2019	Sorensen's True Value	Parts and Materials	68.40		(486,566.49)
029931	10/29/2019	South Dakota Agricultural Lab	8/19 & 9/19 Water Quality Monitoring	7,097.00		(493,663.49)
029932	10/29/2019	Summers Engineering, Inc.	9/19 Professional Services	53,958.91		(547,622.40)
029933	10/29/2019	TF Tire & Service	Outside Services	77.20		(547,699.60)
029934	10/29/2019	The Don Chapin Co., Inc.	Outside Services	977.50		(548,677.10)
029935	10/29/2019	The Office City	Office Supplies - LBAO	737.02		(549,414.12)

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
 CHECK REGISTER
 10/1/19 THROUGH 10/31/19
 CENTRAL VALLEY COMMUNITY BANK

Check No.	Date	Check Issued to:	Description	Amount of Check	Balance Forward:	Balance
029936	10/29/2019	Tracy Ford	Parts and Materials	407.65	Amount of Deposit	(549,821.77)
029937	10/29/2019	Walmart Community/RFC/LLC	9/19 Kitchen Supplies	96.77		(549,918.54)
029938	10/29/2019	Watercourse Engineering, Inc.	9/1-9/30/19 Yellow Start Thistle	2,216.07		(552,134.61)
029939	10/29/2019	Welty, Weaver & Currie, PC	9/19 NEPA Support	11,550.00		(563,684.61)
029940	10/29/2019	WEX Bank	Fuel Chgs	480.37		(564,164.98)
029941	10/29/2019	Zoom Imaging Solutions Inc.	Contract Copy Machine LBAO & Freight Charges - LBAO	1,456.38	45,325.16	(565,621.36)
	10/30/2019	Transfer From Transactional Muni Account	Payroll Taxes PR 10/5/19-10/18/19 SDI & SWT	15,405.43		(520,296.20)
	10/30/2019	Wire to EDD	Payroll Taxes for P/R 10/5/19-10/18/19	44,435.58		(535,701.63)
	10/30/2019	Transfer From Transactional Muni Account			69,478.51	(580,137.21)
	10/31/2019	Transfer From Transactional Muni Account			12,193.79	(510,658.70)
						(498,464.91)

SAN LUIS DELTA-MENDOTA WATER AUTHORITY
 CHECK REGISTER
 10/1/19 THROUGH 10/31/19
 CENTRAL VALLEY COMMUNITY BANK

Check No.	Date	Check Issued to:	Description	Amount of Check	Balance Forward:	Amount of Deposit	Balance
					(498,464.91)		
	October 1, 2019		(95,749.11)				
		Deposits:					
		Cash Receipts	0.00				
		Wires from LAIF	0.00				
		Wire from USBR	0.00				
		Transfers from DHCCP	0.00				
		Transfer from Transactional Muni Account	3,197,990.12				
		Voided Checks	4,341.92				
		Bank Charge Reversed (Correction)	0.00				
		Cash on Hand	0.00				
		Withdrawals:					
		Checks Written	0.00				
		Transfers Out To LAIF	3,276,863.46				
		Transfer Out to Savings Account	0.00				
		Transfer Out to Payroll Account	0.00				
		Deposit	0.00				
		Trans Checking to Muni	0.00				
		Wire Out Friant W/A	0.00				
		Wire Out WWD	0.00				
		Wire Out USBR	0.00				
		Wire for ICMA Contributions	145,640.48				
		Wire for IRS - Payroll Taxes	135,188.41				
		Wire for EDD - Payroll Taxes	47,217.28				
		Bank Fee	138.21				
	October 31, 2019		(498,464.91)				

San Luis & Delta-Mendota Water Authority

Budget to Actual Paid/Pending Comparison Summary

March 1, 2019 through October 31, 2019

FAC:12/9/19 & BOD:12/12/19

	Budget Type	FY Budget 3/1/19 - 2/29/20	Actual To Date Paid/Pending 3/1/19 - 10/31/19	% of Budget	Notes	Amount Remaining
03 General Membership (Administrative Agreement)	Direct	729,500	416,334	57.07%		313,166
	Administration	34,950	5,800	16.60%		29,150
05 Leg/CVP Operations (All Members)	Direct	2,722,247	1,086,796	39.92%		1,635,451
	Administration	380	387	101.75%		(7)
06 Reallocation Agreement	Direct	0	0	0.00%		0
	Administration	382	387	101.22%		(5)
35 Contract Renewal Coordinator	Direct	104,368	1,126	1.08%		103,242
	Administration	382	387	101.22%		(5)
09 Leg/CVP Operations #3	Direct	0	0	0.00%		0
	Administration	382	387	101.22%		(5)
28 Yuba County Water Transfers	Direct	3,420	342	10.00%		3,078
	Administration	382	387	101.22%		(5)
22 Grassland Basin Drainage #3A (General Participation)	Direct	2,336,990	1,229,150	52.60%		1,107,840
	Administration	382	387	101.22%		(5)
64 SGMA - Northern Delta-Mendota Region	Direct	341,517	489,529	143.34%		(148,012)
	Administration	382	0	0.00%		382
65 SGMA - Central Delta-Mendota Region	Direct	341,517	490,351	143.58%		(148,834)
	Administration	382	0	0.00%		382

San Luis & Delta-Mendota Water Authority

Budget to Actual Paid/Pending Comparison Summary

March 1, 2019 through October 31, 2019

FAC 12/9/19 & BOD 12/12/19

	Budget Type	FY Budget 3/1/19 - 2/29/20	Actual To Date Paid/Pending 3/1/19 - 10/31/19	% of Budget	Notes	Amount Remaining
67	Integrated Regional Water Management	332,910	189,685	56.98%		143,225
	Administration	0	0	0.00%		0
44	Exchange Contractors - 5 Year Transfer	3,420	1,564	45.73%		1,856
	Administration	382	387	101.22%		(5)
56	Long-Term North to South Water Transfer Program	84,420	38,136	45.17%		46,284
	Administration	382	387	101.22%		(5)
16	DHCCP	5,472	0	0.00%		5,472
	Administration	382	387	101.22%		(5)
TOTAL		7,044,931	3,952,293	56.10%		3,092,638
		8 / 12 X 7,044,931 \$	4,403,082	66.67%		
		Budget vs. Actual	450,788.56			



MEMO

TO: Frances Mizuno, Assistant Executive Director
FROM: Joyce Machado, Director of Finance
SUBJECT: Self-Funding
DATES: 12.9.19 FAC and 12.12.19 BOD

- 2019 Water Year (Fiscal Year 3/1/19-2/29/20) attachment 1
Self-Funding actual expenses (paid and pending) for SLDMWA Routine O&M through October 31, 2019 are under budget by \$1,458,268.
- 2018 Water Year (Fiscal Year 3/1/18-2/28/19)
Staff has completed the reconciliations of revenue collections and deliveries, and Draft Contractor Records were mailed October 7, 2019 for a 30 day review.
- 2017 Water Year (Fiscal Year 3/1/17-2/28/18)
Contractor WY17 delivery and revenue reconciliations are complete. Staff is working to complete all the remaining financial reconciliations and the final allocation of known costs.

Outstanding

Intertie O&M Cost Recovery

WY12 Intertie True-Up: outstanding, no cost recovery
WY13 Intertie True-Up: outstanding, no cost recovery
WY14 Intertie True-Up: outstanding, no cost recovery
WY15 Intertie True-Up: outstanding, no cost recovery
WY16 Intertie True-Up: outstanding, no cost recovery

ANNUAL R. O&M BUDGET BY COST POOLS MARCH 1, 2019 - FEBRUARY 29, 2020

	Total	UPPER	Intertie	Volta Wells	LWR/POOL	DIRECT	STORAGE	SL DRAIN
DMC	\$ 6,733,781	\$ 4,063,164			\$ 2,670,618			
JPP	\$ 3,258,072	\$ 3,258,072						
WW	\$ 360,551	\$ 270,413			\$ 90,138			
Intertie O&M / Intertie DWR								
Conveyance	\$ 3,238,136	\$	\$ 3,238,136					
Volta Wells (SLDMWA O&M + Monitoring)	\$ 64,652			\$ 64,652				
Pool	\$ 219,198				\$ 219,198			
O'Neill	\$ 1,963,607					\$ 1,747,611	\$ 215,997	\$ 165,787
SL Drain	\$ 165,787							\$ 165,787
	\$ 16,003,785	\$ 7,591,649	\$ 3,238,136	\$ 64,652	\$ 2,979,953	\$ 1,747,611	\$ 215,997	\$ 165,787

O'NEILL O&M

R. O&M BUDGET BY COST POOLS THROUGH October 31, 2019
 66.67%

	Total	UPPER	Intertie	Volta Wells	LWR	DIRECT	STORAGE	SL DRAIN
DMC	\$ 4,489,187	\$ 2,708,776			\$ 1,780,412			
JPP	\$ 2,172,048	\$ 2,172,048						
WW	\$ 240,367	\$ 180,275			\$ 60,092			
Intertie & Intertie DWR Conveyance	\$ 2,158,757	\$	\$ 2,158,757					
Volta Wells (SLDMWA O&M + Monitoring)	\$ 43,102			\$ 43,102				
Pool	\$ 146,132				\$ 146,132			
O'Neill	\$ 1,309,072					\$ 1,165,074	\$ 143,998	\$ 110,525
SL Drain	\$ 110,525							\$ 110,525
	\$ 10,869,190	\$ 5,061,099	\$ 2,158,757	\$ 43,102	\$ 1,986,635	\$ 1,165,074	\$ 143,998	\$ 110,525

O'NEILL O&M

R. O&M Actual COSTS BY COST POOLS THROUGH October 31, 2019

	Total	UPPER	Intertie	Volta Wells	LWR	DIRECT	STORAGE	SL DRAIN
DMC	\$ 4,084,952	\$ 2,452,792			\$ 1,612,160			
JPP	\$ 2,343,477	\$ 2,343,477						
WW	\$ 157,371	\$ 118,028			\$ 39,343			
Intertie Maint & DWR Conveyance	\$ 750,233	\$	\$ 750,233					
Volta Wells (SLDMWA O&M + Monitoring)	\$ 2,326			\$ 2,326				
Pool	\$ 84,530				\$ 84,530			
O'Neill	\$ 1,673,033					\$ 1,488,999	\$ 184,034	\$ 135,000
SL Drain	\$ 135,000							\$ 135,000
	\$ 9,210,922	\$ 4,914,297	\$ 750,233	\$ 2,326	\$ 1,736,033	\$ 1,488,999	\$ 184,034	\$ 135,000

O'NEILL O&M

R. O&M BUDGET vs Actual COSTS THROUGH October 31, 2019

	UNDER	UNDER	INTERTIE & DWR Conveyance	Volta Wells	LWR/POOL	DIRECT	STORAGE	SL DRAIN
R. O&M Budget	\$ 10,869,190	\$ 5,061,099	\$ 2,158,757	\$ 43,102	\$ 1,986,635	\$ 1,165,074	\$ 143,998	\$ 110,525
R. O&M Actual	\$ 9,210,922	\$ 4,914,297	\$ 750,233	\$ 2,326	\$ 1,736,033	\$ 1,488,999	\$ 184,034	\$ 135,000
Difference	\$ 1,458,268	\$ 146,802	\$ 1,408,524	\$ 40,776	\$ 250,603	\$ (323,926)	\$ (40,036)	\$ (24,475)
	UNDER	UNDER	UNDER	UNDER	UNDER	OVER	OVER	OVER
	13,668027%	under budget						

O'NEILL O&M

San Luis & Delta-Mendota Water Authority
DMC without CIP / E O&M
Budget to Actual Paid/Pending Comparison Summary
March 1, 2019 through October 31, 2019
 BOD Dec. 12, 2019

		FY Budget 3/1/19 - 2/29/20	Actual To Date Paid/Pending 3/1/19 - 10/31/19	% of Budget	Budget Amount Remaining
Operate & Maintain DMC	S/F 02	4,881,834	2,991,755	61.28%	1,890,078
Operate & Maintain Wasteways	S/F 04	246,417	117,177	47.55%	129,241
Mendota Pool	S/F 05	153,667	80,351	52.29%	73,316
Operate & Maintain JPP	S/F 11	2,223,205	1,666,648	74.97%	556,557
Intertie Maintenance	S/F 12	243,719	103,652	42.53%	140,067
Volta Wells Pumping	S/F 13	35,440	1,635	4.61%	33,805
Operate & Maintain O'Neill	S/F 19	1,338,529	1,187,562	88.72%	150,967
Maintain Tracy Fish Facility	USBR 30	320,450	20,095	6.27%	300,355
Maintain Fish Release Site	USBR 32	7,098	-	0.00%	7,098
Operate & Maintain Tracy USBR	USBR 33	5,123	-	0.00%	5,123
Operate & Maintain San Luis Drain	S/F 41	117,054	98,603	84.24%	18,450
Maintain Delta Cross Channel	USBR 44	75,841	23,519	31.01%	52,322
WAPA	USBR 45	2,056	-	0.00%	2,056
Warehousing	52	120,218	102,672	85.41%	17,546
Tracy Field Office Expense	54	617,671	261,174	42.28%	356,498
Direct Administrative/General Expense	56	1,016,624	746,864	73.47%	269,760
Indirect Administrative/General Expense	57	368,930	99,883	27.07%	269,047
Indirect O & M LBAO Admin.	58	1,898,705	1,151,338	60.64%	747,368
TOTAL		13,672,581	8,652,926	63.29%	5,019,655
		13,086,535	8,601,705	65.73%	4,484,829
		586,047	47,296	8.07%	538,751
		-	3,925		(3,925)
		13,672,581	8,652,926		5,019,655
		YTD %	66.67%		

A. Does NOT include DWR Wheeling

NOTES 1. Unit 1 Rehabilitation

Total from Self-Funding - page 2
 Total from USBR - page 3
 Total from Special Projects - page 4
 Totals

San Luis & Delta-Mendota Water Authority

Self-Funding Portion of DMC

Budget to Actual Paid/Pending Comparison Summary

March 1, 2019 through October 31, 2019

BOD Dec. 12, 2019

		FY Budget 3/1/19 - 2/29/20	Actual To Date Paid/Pending	% of Budget	Budget Amount Remaining
Operate & Maintain DMC	02	4,881,834	2,991,755	61.28%	1,890,078
Operate & Maintain Wasteways	04	246,417	117,177	47.55%	129,241
Mendota Pool	05	153,667	80,351	52.29%	73,316
Operate & Maintain TPP	11	2,223,205	1,666,648	74.97%	556,557
Intertie Maintenance	12	243,719	103,652	42.53%	140,067
Volta Wells Pumping	13	35,440	1,635	4.61%	33,805
Operate & Maintain O'Neill	19	1,338,529	1,187,562	88.72%	150,967
Operate & Maintain San Luis Drain	41	117,054	98,603	84.24%	18,450
Total Direct O & M		9,239,864	6,247,382	67.61%	2,992,482
Warehousing	52	114,973	102,342	89.01%	12,632
Tracy Field Office Expense	54	590,723	260,332	44.07%	330,391
Direct Administrative/General Expense	56	972,271	744,458	76.57%	227,812
Indirect Administrative/General Expense	57	352,834	99,561	28.22%	253,273
Indirect O & M LBAO Admin.	58	1,815,868	1,147,630	63.20%	668,239
Total Indirect Allocated to O & M		3,846,671	2,354,324	61.20%	1,492,347
Total SLDMWA O&M		13,086,535	8,601,705	65.73%	4,484,829

A. Does NOT include DWR Wheeling

San Luis & Delta-Mendota Water Authority USBR Service Agreement portion of DMC Budget to Actual Paid/Pending Comparison Summary

March 1, 2019 through October 31, 2019

BOD Dec. 12, 2019

	FY Budget 3/1/19 - 2/29/20	Actual To Date Paid/Pending	% of Budget	Budget Amount Remaining
Maintain Tracy Fish Facility 30	320,450	20,095	6.27%	300,355
Maintain Fish Release Site 32	7,098	-	0.00%	7,098
Operate & Maintain Tracy USBR 33	5,123	-	0.00%	5,123
Maintain Delta Cross Channel 44	75,841	23,519	31.01%	52,322
WAPA 45	2,056	-	0.00%	2,056
Total Direct USBR Facilities	410,568	43,614	10.62%	366,954
Warehousing 52	5,245	160	3.05%	5,085
Tracy Field Office Expense 54	26,948	407	1.51%	26,541
Direct Administrative/General Expense 56	44,353	1,164	2.63%	43,189
Indirect Administrative/General Expenss 57	16,096	156	0.97%	15,940
Indirect O & M LBAO Admin. 58	82,837	1,795	2.17%	81,042
Total Indirect Allocated USBR Facilities	175,478	3,682	2.10%	171,796
TOTAL USBR FACILITIES	586,047	47,296	8.07%	538,751

San Luis & Delta-Mendota Water Authority DMC Indirect Cost Allocated to Special Projects

March 1, 2019 through October 31, 2019

BOD Dec. 12, 2019

	Allocated To Date	
Special Projects allocated		
Indirect allocated to Special Projects		
Warehousing	171	
Tracy Field Office Expense	434	
Direct Administrative/General Expense	1,241	
Indirect Administrative/General Expense	166	
Indirect O & M LBAO Admin.	1,913	
Total Indirect Allocated to SPECIAL PROJECTS	3,925	
TOTAL INDIRECT ALLOCATED TO SPECIAL PROJECTS		
	3,925	

San Luis & Delta-Mendota Water Authority CIP / EO&M (Prior year(s) budget-current expense) Budget to Actual Paid/Pending Comparison Summary

March 1, 2019 through October 31, 2019

BOD Dec. 12, 2019

	Year Budgeted	Total Budget	Prior Years Actual Exp	FY21 Actual Expense	Budget Amount Remaining
JPP Trashrack Replacement Phase 1 of 2	A2 FY15	360,300	310,542	26,520	23,238
DMC Upper DMC SCADA System Improvements	A5 FY15	272,639	262,958	-	9,681
ONP Rehabilitate Pump Assemblies	E2 FY17	2,343,548	1,694,936	334,818	313,794
ONP Rehabilitate Penstock Interiors	E4 FY17	1,199,590	941,188	40,861	217,541
DMC Turnout Flow Measurement	E7 FY17	134,978	22,612	4,862	107,504
Concrete Lining Repair (MP92 to MP97)	F0 FY18	51,819	100,215	1,883	(50,279)
Design New Access Opening Near Pump Bowl	F1 FY18	51,920	61,628	-	(9,708)
Excitation Cabinet & Control Panel Refurbishment	F9 FY18	1,245,170	227,203	279,928	738,039
DMC Road Repair (MP102.04 to 110.85)	G2 FY19	327,070	1,556	262,662	62,852
Main Transformer Rehabilitation (Using F9 budget)	G3	-	15,000	54,668	(69,668)
DMC Lower DMC Check Structure Stoplog & Guide Rail	G5 FY19	320,940	87,456	310,256	(76,772)
					-
					-
Total CIP / EO&M / PAT		6,307,974	3,725,294	1,316,458	1,266,222

- NOTES 1. Project completed
2. Using funds from another budgeted project

San Luis & Delta-Mendota Water Authority
DMC WITH CIP / E O & M
Budget to Actual Paid/Pending Comparison Summary
March 1, 2019 through October 31, 2019

BOD Dec. 12, 2019

	FY Budget 3/1/19 - 2/29/20	Actual To Date Paid/Pending 3/1/19 - 10/31/19	% of Budget	Budget Amount Remaining
Capital Improvement Projects	5,213,200	2,253,241	43.22%	2,959,959
Extra Ordinary O&M	2,384,112	2,765,525	116.00%	(381,412)
Participatory Grants	-	-	0.00%	-
Operate & Maintain DMC	4,881,834	2,991,755	61.28%	1,890,078
Operate & Maintain Wasteways	246,417	117,177	47.55%	129,241
Mendota Pool	153,667	80,351	52.29%	73,316
Operate & Maintain JPP	2,223,205	1,666,648	74.97%	556,557
Intertie Maintenance	243,719	103,652	42.53%	140,067
Volta Wells Pumping	35,440	1,635	4.61%	33,805
Operate & Maintain O'Neill	1,338,529	1,187,562	88.72%	150,967
Maintain Tracy Fish Facility	320,450	20,095	6.27%	300,355
Maintain Fish Release Site	7,098	-	0.00%	7,098
Operate & Maintain Tracy USBR	5,123	-	0.00%	5,123
Operate & Maintain San Luis Drain	117,054	98,603	84.24%	18,450
Maintain Delta Cross Channel	75,841	23,519	31.01%	52,322
WAPA	2,056	-	0.00%	2,056
Warehousing	129,442	112,963	87.27%	16,479
Tracy Field Office Expense	665,061	287,349	43.21%	377,712
Direct Administrative/General Expense	1,094,623	821,717	75.07%	272,907
Indirect Administrative/General Expense	397,236	109,894	27.66%	287,342
Indirect O & M LBAO Admin.	2,044,381	1,266,728	61.96%	777,653
TOTAL	21,578,488	13,908,411	64.45%	7,670,077
Total from Self-Funding - page 2	13,086,535	8,601,705	65.73%	4,484,829
Total from USBR - page 3	586,047	47,296	8.07%	538,751
Total from Special Projects - page 4	-	3,925	-	(3,925)
Total from EO&M - page 5	7,905,907	5,255,485	66.48%	2,650,422
Totals	21,578,488	13,908,411		7,670,077
YTD %	66.67%			

A. Does NOT include DWR Wheeling

San Luis & Delta-Mendota Water Authority

DMC WITH CIP / E O & M

Budget to Actual Paid/Pending Comparison Summary

March 1, 2019 through October 31, 2019

BOD Dec. 12, 2019

	Actual Paid/Pending Expense	% Direct Labor to Total Labor	Allocated Indirect Based on Direct Labor %	Total Expense Direct & Indirect
Operate & Maintain DMC	2,991,755	41.30%	1,073,197	4,064,952 *
Operate & Maintain Wasteways	117,177	1.55%	40,195	157,371 *
Mendota Pool	80,351	0.16%	4,180	84,530 *
Operate & Maintain Jones Pumping Pl	1,666,648	26.05%	676,829	2,343,477 *
Intertie Maintenance	103,652	1.44%	37,362	141,014 *
Intertie DWR Conveyance	609,219			609,219 *
Volta Wells Pumping	1,635	0.03%	692	2,326 *
Operate & Maintain O'Neill	1,187,562	18.68%	485,472	1,673,033 *
Maintain Tracy Fish Facility	20,095	0.12%	3,231	23,326
Maintain Fish Release Site	-	0.00%	-	-
Operate & Maintain Tracy USBR	-	0.00%	-	-
Operate & Maintain San Luis Drain	98,603	1.40%	36,397	135,000 *
Maintain Delta Cross Channel	23,519	0.02%	452	23,970
WAPA	-	0.00%	-	-
CIP	2,253,241	0.21%	5,359	2,258,600
EO&M & Scada Project	2,765,525	8.90%	231,361	2,996,885
SPECIAL PROJECTS		0.15%	3,925	3,925
Warehousing		100.00%		
Tracy Field Office Expense	112,963		2,598,650	14,517,630
Direct Administrative/General Expense	287,349			
Indirect Administrative/General Expense	821,717			
Indirect O & M LBAO Admin.	109,894			
Total Indirect to be Allocated	1,266,728			
TOTAL	14,517,630			9,210,924 *SLDMWA O&M Costs

Subject to Rounding.
08 DMC E O & M BOD thru Oct 31, 2019

includes intertie DWR conveyance

(5,255,485) less CIP&EO&M
(47,296) less USBR Facilities
(3,925) less Special Projects



December 12, 2019

To: Frances Mizuno, Assistant Executive Director

From: Paul Stearns, O&M Manager

Subject: O&M Report for November, 2019

Operations Department

The C.W. "Bill" Jones Pumping Plant (JPP) varied in pumping from one to four units for the month of November with an overall average pumping rate of 1,405 cfs. The varied pumping was due to the Fall X2 Delta salinity conditions, the State Water Project's (SWP) Banks Pumping Plant outage for repairs in the California Aqueduct, and a bathymetric survey performed at the Tracy Fish Collection Facility (TFCF). Pumping was increased to four units on December 2nd due to available water in the Delta.

Total pumping at the JPP for the month of November was 83,674 acre-feet. The O'Neill Pump/Generating Plant (OPP) pumped 27,182 acre-feet and generated 30,249 acre-feet. No water was conveyed through the Delta-Mendota Canal/California Aqueduct Intertie Plant (DCI).

The Federal share in San Luis Reservoir on November 30th was 250,820 acre-feet as compared to 434,481 acre-feet on November 30th, 2018.

Releases from Friant Dam for the month of November ranged from 380 to 423 cfs and flows entering the Mendota Pool ranged from 118 to 163 cfs. Flows of 115 to 156 cfs were released passed Mendota Dam for the San Joaquin River Restoration Program (SJRRP).

During the month of November, Canal Operations staff members performed open channel and closed-pipe flow measurements, routine patrols, bi-weekly meter readings, well soundings, and meter maintenance.

Control Operations staff performed the following switching/clearance placements for the month of November:

- JPP Unit 3; Annual maintenance
- JPP Unit 5; Exciter brush replacement and machine slip rings

Civil Maintenance Department

The Civil Maintenance crews worked on the following projects for the month of November:

- Fill voids on top of DMC concrete liner
- Repaint DMC Check 16 block house
- Repairs to concrete liner at DMC milepost 6.17
- Assist with drive chain link removal on the TFCF debris conveyor
- Contractor installed new security alarm/cameras at LBFO
- Removed water hyacinth from DMC intake channel at Byron Highway
- Clean out DMC creek over-chutes
- Haul O'Neill Unit 4 pump casing components from machine shops to O'Neill
- Chemical and mechanical weed control
- Grading of San Luis Drain (SLD) operating roads
- Continued fabricating and installing guard rails on top of DMC meter wells per Cal-OSHA requirements
- Continued installing stairs and handrails to DMC turnout gates and meters
- Maintenance and repairs to float lines, signs, fences, and gates

Plant Maintenance Department

Electrical/C&I/SCADA Staff:

- Continued with lower DMC Programmable Logic Controller (PLC) upgrade replacement
- Continued Tracy 13.8kV switchgear relay testing and setting verifications
- Replaced exciter brushes on Jones Unit 5
- Continued update DCI SCADA cabinet for PLC expansion
- Continued programming of O'Neill Unit 4 alarm annunciator
- DMC Checks PM's
- Rebuild Tracy Water Treatment Plant filter pump motor
- Begin annual maintenance on Jones Unit 3
- Rebuild O'Neill oil room exhaust fan motor
- Relocate floor outlet in LBAO board room
- Replace faulty vacuum transducers on O'Neill siphon system
- Troubleshoot power outage at LBFO; blown fuses on PG&E incoming line

Mechanical Staff:

- O'Neill Unit 4 main unit and penstock rehabilitation: Coating contractor on site for blasting and coating of penstock and embedded suction elbow, JPP Machine Shop continued rehabilitation of bearing carriers, O'Neill mechanics making weld repairs to discharge bowl.
- Jones Unit 2 rewind: Stator frame boring machine set up, made cuts, and removed; rotor poles removed and shipped to Brownsville, Texas; stator frame cleaned and began drilling for vertical dowels; began installation of stator key bars
- Jones Unit 3 annual maintenance
- Repaired and machined O'Neill Unit 1 actuator rod
- Machined grooves from Jones Unit 5 slip rings
- Replaced Tracy Water Treatment Plant flush valves
- Replaced packing on Jones domestic water pump #1

All crews attended the November Quarterly Safety Meeting

Engineering and Planning Department

The Engineering & Planning Department staff worked on the following projects this month: Rehabilitate OPP unit 4 penstock and pump assembly projects, JPP unit 2 rewind project, OPP unit 1 actuator rod repair procedure, JPP air wash system replacement, DMC subsidence mitigation project, and website management activities. Planning support was provided for civil, mechanical & electrical maintenance activities.

A Quarterly Safety Meeting was held this month. The topic was Defensive Driving.

Land Management Activity Summary:

Access permit P2002022 issued to Del Puerto Water District was amended to extend the original expiration date. The permit is to repair the existing underground pipeline located at DMC MP47.37R.

Provided comments regarding Del Puerto Canyon Reservoir intake/discharge structure on Reclamation ROW. Provided information to Caltrans for the rehabilitation of piers on the I-5 crossing over Volta Wasteway. Provided additional information to engineering firm Wood Rodgers regarding DMC area adjacent to the Crows Landing Business Park. Continued working with FCWD regarding meter replacement at MP109.45-R.

HR Department

General Administrative Activities:

- Recruitment:
 - Maintenance worker: skill test December 4th. Heavy equipment operator: reposted as open until filled, first review December 13th; Inventory control clerk: skill test/interviews scheduled December 17th.
 - Internal recruitments for apprenticeships resulted in the selection of maintenance worker Christian Paradiso to apprentice control operator, and heavy equipment operator Chris Cunningham to apprentice plant mechanic
- Employee handbook rollout: adding new DOT national database reporting policy language for commercial drivers' license holders; anticipate distribution prior to year end
- Quarterly Safety Meeting preparation, minutes for Safety and QIC committees
- On-going Sexual Harassment Training scheduling for all staff
- HR staff training: Central Valley HR Management: upcoming 2020 HR laws/OSHA potential upcoming workplace violence prevention training requirements (Stiles, Harris), JPIA: Workers' Comp and Return to Work program training (Stiles, Harris), first meeting of Leadership Program (Stiles).
- Property Claims Management: coordinate adjuster/repairs/billing; administering Open Enrollment changes
- Monitoring retrieval of 2019/2020 policy & renewal documents on Workers' Comp, Liability, Property, & Employee Fidelity/Excess Crime

Government Reporting:

- Continued coordination with consultant on finalizing GreatPlains reporting mechanisms to move these reports from an Access database to the GP HR module.
- Affirmative Action Plan: ongoing transfer of data from Littler to Biddle Consultants

- Research of website accessibility for ADA compliance

Ongoing:

- FMLA notices/follow ups
- COBRA notices/follow ups
- Monthly Safety Scratcher distribution
- Health benefits eligibility/employee assistance
- Maintain OSHA logs for 2019 calendar year
- Wellness program

Safety Department

Support O'Neill Unit 4 penstock rehab, support JPP Unit 2 rewind, investigating problem with carbon brush wear on JPP units, JPP Excitation and Control project, JHA reviews, and routine safety related work.

An employee of the contractor performing the penstock rehab work at O'Neill was injured while checking the oil on a piece of portable equipment. The employee was climbing off the equipment when his ring got caught on an exposed wing nut. The injury to the finger was so severe that medical personnel were unable to reattach the finger. No Authority equipment or personnel were involved in this incident.

EXTRAORDINARY O&M & CAPITAL PROJECTS

DELTA-MENDOTA CANAL (DMC)

DMC O&M Road Maintenance Program – Phase 8 & 9 (MP 39.21 to 62.09) (1900478)

Status: Project complete.

DMC O&M Road Repair – (MP 102.04 to 110.85) (1900469)

Status: Project complete.

DMC Subsidence Mitigation

Status: SLDMWA provided USBR with the project descriptions for the various phases of the project for use in preparing the NEPA documents. USBR continued with the development of the HEC-RAS model. A USBR contractor performed a LiDAR survey of the entire DMC in mid-October. The contractor will provide the survey data to USBR in Mid-December. A tour of DMC with USBR Denver Office engineers was performed on December 3rd & 4th.

C.W. "BILL" JONES PUMPING PLANT (JPP)

JPP Excitation Cabinet & Control Panel Refurbishment (1800333) FY2018 Project

Status: USBR Denver Office engineering staff continues to work on the design of the static system that was selected last month.

JPP Unit No. 2 Rewind

Status: JPP Unit No. 2 rewind work is ongoing and on schedule. NEC finalized the drilling and installation of eight new dowels. New laminations have arrived at the jobsite and NEC has begun installing the laminations.

JPP/OPP/DCI Fire Protection Systems Assessment

Status: No activity this month.

O'NEILL PUMPING/GENERATING PLANT (OPP)

Design New Access Opening near Pump Bowl (1800332) FY2018 Project

Status: No activity this month. USBR has stated that a response to our request for review be provided to us by December 7, 2019.

Rehabilitate Pump Assemblies Unit No. 4 (1900462)

Status: Shaft straightness checks has been completed and shafts will be transported back to OPP. Due to delay associated with changing vendors for the shaft straightness check, the project has been delayed by 4 weeks and the estimated completion date has been changed to February 7th, 2020. F.D. Thomas completed coatings of the pump pieces, with the exception of the shafts. Spot repairs still need to be completed, and contractor is waiting for rain to clear before opening up the enclosure on the slab. Construction of scaffold system in embedded elbow began late November. All pump parts are on schedule to be completed by December 20th.

Rehabilitate Penstock Interiors - Unit No. 4 (1800461)

Status: F.D. Thomas completed removal of penstock coating using water jetting and are currently inspection blasting the penstock. They expect to be finished with the

EXTRAORDINARY O&M & CAPITAL PROJECTS

inspection blasting the first week of December, then they will begin the two-week downtime for Water Authority staff to make pipe repairs and install conduit anchors. One of the contractor's crew members had an accident that resulted in the loss of a digit. It was reported to OSHA, and may result in a site visit from them.

Main Transformers Condition Assessment

Status: Two old Type "U" bushings were requested for disposal with Parc Environmental. The third bushing will be drained and used as display in Tracy Control Building. The quarterly oil tests that were recommended by USBR will be performed in December 2019.

LOS BANOS FIELD OFFICE (LBFO)

LBFO Parking Lot Seal Coat and Striping (1900480)

Status: Project complete.

TRACY FACILITIES (TFO)

TFO Domestic Water Treatment Plant Replacement (2000158)

Status: No activity this month.



**San Luis & Delta-Mendota Water Authority
OPERATIONS SUMMARY**

NOTE: ALL FIGURES ARE IN ACRE FEET

	October-2019	October-2018
JONES PUMPING PLANT - PUMPED	88,253	250,116
DCI PLANT - PUMPED	719	22,278
DCI PLANT - RETURNED	0	0
O'NEILL P/G PLANT - PUMPED	6,548	115,636
O'NEILL P/G PLANT - GENERATED	46,539	0
DMC DELIVERIES	47,193	36,114
RIVER/WELL/RECYCLE WATER INTO DMC	3,177	6,491
MENDOTA POOL DELIVERIES	74,873	74,610
SHASTA RESERVOIR STORAGE	3,271,000	2,191,000
SAN LUIS RESERVOIR STORAGE	946,309	1,218,285
* FEDERAL SHARE	331,862	433,983

	October-2019	October-2018
SAN LUIS UNIT DELIVERIES	7,808	8,173
SAN LUIS UNIT WELL WATER	0	0
SAN FELIPE UNIT DELIVERIES	4,702	13,657

Jones Pumping Plant monthly average = 1,435 cfs



**San Luis & Delta-Mendota Water Authority
Monthly Deliveries
October 2019**

To: Adam Hoffman; Erma Leal; Gabe Mora; Katrina Buelna; Liz Kiteck; Mark Rhodes; Marta Rivas; Melody Hernandez; Sheryl Carter; Sonya Nechanicky; Stacey Smith; Tim Blair; Tom Boardman; Joyce Machado; Wes Harrison

From: Chauncey Lee, Water Operations Superintendent, 530-228-4504 (cell)

Date: 11/22/19

Revision Date: 12/2/19

District/Other	Total Available Water into System (INCOMING) (Acre Feet)	AG/Refuge Deliveries (Acre Feet)	M & I Deliveries (Acre Feet)	Total Deliveries (OUTGOING) (Acre Feet)
Total Pumped @ Jones Pumping Plant	88,253			
Total Pumped @ DCI	(719)			
Total Reversed @ DCI	0			
City of Tracy		0	431	431
Byron Bethany I.D.		277	110	387
West Side I.D.		0	0	0
Banta Carbona I.D.		1,542	0	1,542
West Stanislaus I.D.		0	0	0
Patterson I.D.		0	0	0
Del Puerto W.D.		4,860	1	4,861
Central California I.D. - above check #13		772	0	772
San Luis W.D.- above check #13		0	0	0
Volta Wildlife Mgmt. Area (Fish & Game)		1,644	0	1,644
Fish & Wildlife (Volta) Santa Fe - Kesterson		0	0	0
Grasslands W.D. (Volta)		15,435	0	15,435
Total Pumped @ O'Neill PP	(6,548)			
Total Generated @ O'Neill PP	46,539			
Central California I.D. - below check #13		241	0	241
Grasslands W.D. (76.05-L)		15,764	0	15,764
Fish & Game Los Banos Refuge (76.05-L)		1,932	0	1,932
Fish & Wildlife Kesterson (76.05-L)		1,149	0	1,149
Freitas Unit (76.05-L)		989	0	989
Salt Slough Unit (76.05-L)		826	0	826
China Island (76.05-L)		2	0	2
San Luis W.D. - below check #13		441	0	441
Panoche W.D.		440	2	442
Eagle Field W.D.		62	0	62
Oro Loma W.D.		0	0	0
Mercy Springs W.D.		0	0	0
Firebaugh Canal W.D. (D.M.C.)		273	0	273
River and Groundwater well pump-in	2,109			
North Valley Regional Recycled Water Program	1,068			
Change in Canal Storage	319			
Wasteway Flushing and Spill	(45)			
Total Available in Delta-Mendota Canal	130,976			
TOTAL DELIVERY FROM DELTA-MENDOTA CANAL	(47,193)	46,649	544	47,193
Theoretical DMC Delivery to Mendota Pool	83,783			
Total Estimated DMC Delivery to MP (determined at Check 20)	78,893			
Estimated (Loss) or Gain in DMC	(4,890)			
Estimated % Loss or Gain in DMC	-3.62%			



**San Luis & Delta-Mendota Water Authority
Monthly Deliveries
October 2019**

<u>District/Other</u>	Total Available Water into System (INCOMING) (Acre Feet)	AG/Refuge Deliveries (Acre Feet)	M & I Deliveries (Acre Feet)	Total Deliveries (OUTGOING) (Acre Feet)
Estimated DMC Inflow to MP	78,893			
Mendota Pool Groundwater Well Pump-In	917			
(+)SJRR Releases into Mendota Pool	7,093			
(+)Kings River Flood Releases into the Mendota Pool	0			
<u>Mendota Pool Delivery Information</u>				
<u>Exchange Contractors:</u>				
Central California Irrigation District (CCID)		16,341	0	16,341
Columbia Canal Company (CCC)		8,302	0	8,302
Firebaugh Canal Water District (FCWD)		1,212	0	1,212
San Luis Canal Company (SLCC)		3,147	0	3,147
<u>Refuge:</u>				
Conveyance Losses		4,784	0	4,784
Calif Dept of F/G-LB Unit (CCID)		1,510	0	1,510
Calif Dept of F/G-LB Unit (SLCC)		1,756	0	1,756
Calif Dept of F/G-Salt Slough Unit (CCID)		646	0	646
Calif Dept of F/G-China Island Unit (CCID)		2	0	2
US Fish & Wildlife-San Luis Refuge (SLCC)		5,187	0	5,187
US Fish & Wildlife-Freitas (CCID)		774	0	774
US Fish & Wildlife-Kesterson (CCID)		898	0	898
Grasslands WD (CCID)		8,342	0	8,342
Grasslands WD (SLCC)		2,079	0	2,079
Grasslands (Private)		3,982	0	3,982
San Luis WD Conveyance (CCID)		10	0	10
Del Puerto WD Conveyance (CCID)		0	0	0
<u>San Joaquin River Restoration:</u>				
SJRR		6,803	0	6,803
<i>Other: (see MP Operations Report)</i>		7,649	0	7,649
<i>Total Available Water in Mendota Pool</i>	86,903			
TOTAL DELIVERY FROM MENDOTA POOL	(73,424)	73,424	0	73,424
*Estimated (Loss) or Gain in Mendota Pool	(13,479)			
*Estimated % Loss or Gain in Mendota Pool	-15.51%			
Total System Delivery	(120,617)			
*Total Estimated System (Loss) or Gain	(18,369)			
*Total Estimated % System Loss or Gain	-12.65%			

Special Notes: Additional water delivered into the Mendota Pool to assist with keeping the elevation up for refuge fill up.



Jones Pumping Plant
October - 2019

Date	# OF UNITS	TIME ON/OFF	AVG DAILY CFS
1	5	CONTINUOUSLY	4291
2	5 to 4	0001	3463
3	4	CONTINUOUSLY	3464
4	4	CONTINUOUSLY	3496
5	4	CONTINUOUSLY	3501
6	4 to 2	0001	1840
7	2	CONTINUOUSLY	1881
8	2	CONTINUOUSLY	1875
9	2 to 1	0001	982
10	1	CONTINUOUSLY	981
11	1	CONTINUOUSLY	981
12	1	CONTINUOUSLY	983
13	1	CONTINUOUSLY	985
14	1	CONTINUOUSLY	985
15	1	CONTINUOUSLY	985
16	1	CONTINUOUSLY	987
17	1	CONTINUOUSLY	989
18	1	CONTINUOUSLY	955
19	1	CONTINUOUSLY	928
20	1	CONTINUOUSLY	929
21	1	CONTINUOUSLY	927
22	1	CONTINUOUSLY	805
23	1	CONTINUOUSLY	806
24	1	CONTINUOUSLY	806
25	1	CONTINUOUSLY	807
26	1	CONTINUOUSLY	810
27	1	CONTINUOUSLY	816
28	1	CONTINUOUSLY	809
29	1	CONTINUOUSLY	813
30	1	CONTINUOUSLY	808
31	1	CONTINUOUSLY	807
AVG CFS for the month			1435



NON-PROJECT WATER CREDITS REPORT
 (ALL FIGURES IN ACRE FEET)
 October 2019 WA Credits

To: Adam Hoffman; Adam Scheuber; Anthea Hansen; Kelley Geyer; Bobby Pierce; Brandon Kelley; Chris Eacock; David Weisenberger; Erma Leal; Frances Mizuno; Gabe Mora; Ian Uecker; Janet Gutierrez; Jarrett Martin; Jason Dean; Jeff Bryant; Juan Cadena; Katrina Buena; Lon Martin; Lydia Sosa; Margaret Howe; Margie Lowe; Mark Rhodes; Marta Rivas; Melody Hernandez; Reza Shahcheraghi; Rick Gilmore; Sandra Reyes; Sheryl Carter; Siqing Liu; Stacey Smith; Wes Harrison

From : Chauncey Lee, Water Operations Superintendent, 530-228-4504 (cell)

Date: 11/22/19

CREDITS UNDER WARREN ACT CONTRACTS									
Turnout	Start Meter Reading	End Meter Reading	Factor	Adjust	District	Total	Less 5%	Month	Year
3.32-R1	0	0	1	0	BBID	0	0	0	0
3.32-R2	0	0	1	0	BBID	0	0	0	0
3.32-R3	130	130	1	0	BBID	0	0	0	0
13.31-L	4,804	4,804	1	0	BBID	0	0	0	0
14.26-R	5,217	5,217	1	0	BBID	0	0	0	0
15.11-R	1,604	1,604	1	0	BBID	0	0	0	0
20.42-L	18,477,617	18,477,617	1	0	BCID	0	0	0	9,500
20.42-L	18,477,617	18,477,617	1	0	USB/FWA	0	0	0	0
21.12-L	990	990	1.01	0	DPWD	0	0	0	0
21.86-L	769	769	1	0	DPWD	0	0	0	0
24.38-L	1,763	1,763	1.04	0	DPWD	0	0	0	0
29.95-R	944	944	0.87	0	DPWD	0	0	0	0
30.43-L	7,422	7,422	1	0	DPWD	0	0	0	0
30.43-R	2,123	2,123	0.92	0	DPWD	0	0	0	0
30.95-L	1,915	1,915	1.03	0	DPWD	0	0	0	0
31.31-L1	46,798	46,798	1	0	WSTAN	0	0	0	0
31.31-L2	46,798	46,798	1	0	DPWD	0	0	0	0
31.31-L3	46,798	46,798	1	0	PID	0	0	0	0
31.60-L	8,182	8,182	0.93	0	DPWD	0	0	0	0
32.35-L	1,793	1,793	0.86	0	DPWD	0	0	0	0
33.71-L	748	748	0.94	0	DPWD	0	0	0	0
36.80-L	1,843	1,843	1	0	DPWD	0	0	0	0
37.10-L	3,294	3,294	0.94	0	DPWD	0	0	0	0
37.32-L	2,653	2,653	0.91	0	DPWD	0	0	0	0
42.50-R	1,034	1,034	0.96	0	DPWD	0	0	0	0
42.53-L	4,620,793	4,712,661	1	0	PID	0	0	0	1,200
42.53-L	4,620,793	4,712,661	1	0	DPWD	0	0	0	0
42.53-L	4,620,793	4,712,661	1	0	USB/FWA	2,109	0	2,109	4,977
43.22-L	55	55	1	0	DPWD	0	0	0	0
48.97-L	870	870	0.95	0	SLWD	0	0	0	0
50.46-L	4,108	4,108	1.07	0	DPWD	0	0	0	0
51.00-R	296	296	0.89	0	DPWD	0	0	0	0
51.66-L	337	337	0.98	0	DPWD	0	0	0	0
52.40-L	1,331	1,331	0.94	0	DPWD	0	0	0	0
58.28-L	1,177	1,177	1.02	0	SLWD	0	0	0	0
58.60-L	917	917	0.96	0	DPWD	0	0	0	0
58.73-R	306	306	1	0	DPWD	0	0	0	0
64.85-L	1,662	1,662	0.72	0	DPWD	0	0	0	0
UPPER DMC SUB TOTAL								2,109	15,677



NON-PROJECT WATER CREDITS REPORT

(ALL FIGURES IN ACRE FEET)

October 2019 WA Credits

CREDITS UNDER WARREN ACT CONTRACTS									
Turnout	Start Meter Reading	End Meter Reading	Factor	Adjust	District	Total	Less 5%	Month	Year
78.31-L	4,469	4,469	1.08	0	SLWD	0	0	0	0
79.12-R	1,805	1,805	0.91	0	SLWD	0	0	0	0
79.13-L	2,286	2,286	1	0	SLWD	0	0	0	0
79.13-R	4,415	4,415	1.08	0	SLWD	0	0	0	0
79.60-L	8,582	8,582	0.84	0	SLWD	0	0	0	0
80.03-L	060	060	0.94	0	SLWD	0	0	0	0
80.03-R	638	638	1.05	0	SLWD	0	0	0	0
98.60-R	10,791	10,791	1	0	PANOCH/MS	0	0	0	0
98.74-L	5,695	5,695	1.14	0	PANOCH/MS	0	0	0	0
99.24-L	10,493	10,493	0.92	0	PANOCH/MS	0	0	0	0
100.70-L	6,211	6,211	1	0	PANOCH/MS	0	0	0	0
102.04-R	1,000	1,000	1	0	WIDREN WD	0	0	0	0
LOWER DMC SUB TOTAL								0	0
WARREN ACT CONTRACT CREDIT TOTAL								2,109	15,677
TOTAL GROSS PUMP-IN								CREDIT	
TOTAL (BYRON BETHANY IRRIGATION DISTRICT)						0		0	0
TOTAL (BANTA CARBONA IRRIGATION DISTRICT)						0		0	0
TOTAL (DEL PUERTO WATER DISTRICT)						0		0	0
TOTAL (WEST STANISLAUS IRRIGATION DISTRICT)						0		0	0
TOTAL (PATTERSON IRRIGATION DISTRICT)						0		0	1,200
TOTAL (SAN LUIS WATER DISTRICT)						0		0	0
TOTAL (PANOCH/MS WATER DISTRICT)						0		0	0
TOTAL (MERCY SPRINGS WATER DISTRICT)						0		0	0
TOTAL (WIDREN WATER DISTRICT)						0		0	0
TOTAL (FIREBAUGH WATER DISTRICT)						0		0	0
Other Warren Act Conveyance Credit Totals									
Del Puerto Water District:						0		0	0
Banta Carbona Irrigation District:						0		0	9,500
West Stanislaus Irrigation District:						0		0	0
Byron Bethany Irrigation District:						0		0	0
Patterson Irrigation District:						0		0	0
San Joaquin River Restoration Pump Back BCID:						0		0	0
San Joaquin River Restoration Pump Back PID:						2,109		2,109	4,977

Notes: 3.32-R, 20.42-L, 31.31-L and 42.53-L are River water



MENDOTA POOL OPERATIONS
2019
 ALL FIGURES IN ACRE-FEET

To: Adam Hoffman; Bill Pipes; Cheryl Lassotovitch; Danny Wade; Donna Hanneman; Emily Thomas; Erma Leal; Steve Brueggemann; Gabe Mora; Hallie Rajkovich; Janet Gutierrez; Jason Dean; Jason Smith; Jeff Gallmann; Joy Kelley; Katarina Buelna; Linda Colella; Liz Kiteck; Margie Lowe; Mark Rhodes; Marta Rivas; Melody Hernandez; Rebecca Heilman; Rick Yribarren; Sonya Nechanicky; Stacey Smith; Steven Stadler; Ted Baker; Tom Boardman; Joyce Machado; Wes Harrison; William Halligan

Prepared by: Chauncey Lee, Water Operations Superintendent, 530-228-4504 (cell)

Date: 11/22/19

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
FCWD	0	0	0	0	0	0	0	0	0	0			0
CCID	0	0	0	0	0	0	0	0	0	0			0
FRESNO SLOUGH	69	222	219	224	181	282	278	76	27	0			1,578
TPUD	0	0	24	0	0	15	25	25	0	0			89
JAMES I.D.	0	1,105	0	5,666	5,083	3,045	7,307	10,989	3,138	342			36,675
MEYERS	777	1,280	812	1,073	889	897	543	218	70	46			6,605
M.L. DUDLEY & INDART 1	11	26	79	172	170	426	828	423	233	216			2,584
MID VALLEY* (Kings River)	0	0	0	0	369	952	0	0	0	0			1,321
REC. DIST. 1606	0	0	0	62	0	0	0	0	0	0			62
STATE FISH & WILDLIFE	1,498	804	549	400	682	512	1,535	1,752	3,068	3,857			14,657
TRACTION	743	356	494	425	609	581	996	1,111	1,080	1,294			7,689
UNMETERED	55	10	50	50	150	190	200	140	550	150			1,545
Total	2,296	1,170	1,093	875	1,441	1,283	2,731	3,003	4,698	5,301	0	0	23,891
COELHO FAMILY TRUST 2	33	79	348	699	629	1,128	1,340	608	438	426			5,728
TRANQUILITY I.D.	293	1,885	1,415	2,257	2,558	4,862	5,660	3,626	1,597	1,286			25,439
WESTLANDS LATERAL-6	0	0	0	192	46	189	0	0	0	0			427
WESTLANDS LATERAL-7	0	0	0	387	1,273	3,790	0	0	0	0			5,450
CARVALHO TRUST	9	9	36	94	102	144	95	32	29	32			582
TOTAL	3,488	5,776	4,026	11,701	12,741	17,013	18,807	19,000	10,230	7,649	0	0	110,431

NUMBERS SHOWN IN **BOLD** WERE REVISED AFTER DISTRIBUTION OF REPORT

1 aka COELHO-GARDNER-HANSEN 2 aka TERRA LINDA FARMS

Article 215 Water

Jan-19	_____
Feb-19	_____
Mar-19	Meyers WD 812 AF
Apr-19	_____
May-19	_____
Jun-19	_____
Jul-19	_____
Aug-19	_____
Sep-19	_____
Oct-19	_____
Nov-19	_____
Dec-19	_____

Kings River Water

Jan-19	_____
Feb-19	_____
Mar-19	TID 1073 AF
Apr-19	TID 1261 AF
May-19	JID 1298 AF, WWD 1319 AF, Meyers 2422 AF MVWD 369 AF, TID 2558 AF, CGH 25 AF, TL 38 AF
Jun-19	JID 3045 AF, WWD 979 AF, Meyers 886 AF MVWD 952 AF, TID 3756 AF, CGH 319 AF, TL 799 AF
Jul-19	_____
Aug-19	_____
Sep-19	_____
Oct-19	_____
Nov-19	_____
Dec-19	_____

Duck Clubs (Percent Full)

BECK	120	PATOS	COLE	TRANQUILITY	1 ACRE
0%	0%	100%	0%	100%	100%

Jan, 2019
 DMC Inflow 19,736 AF
 James Bypass Flows 0 AF

Feb, 2019
 DMC Inflow 28,126 AF
 James Bypass Flows 0 AF

Mar, 2019
 DMC Inflow 22,485 AF
 James Bypass Flows 179 AF

Apr, 2019
 DMC Inflow 51,491 AF
 James Bypass Flows 438 AF

May, 2019
 DMC Inflow 48,745 AF
 James Bypass Flows 44,458 AF

June, 2019
 DMC Inflow 24,595 AF
 James Bypass Flows 89,240 AF

July, 2019
 DMC Inflow 112,706 AF
 James Bypass Flows 363 AF

Aug, 2019
 DMC Inflow 123,237 AF
 James Bypass Flows 0 AF

Sept, 2019
 DMC Inflow 90,497 AF
 James Bypass Flows 0 AF

Oct, 2019
 DMC Inflow 78,893 AF
 James Bypass Flows 0 AF

Nov, 2019
 DMC Inflow AF
 James Bypass Flows AF

Dec, 2019
 DMC Inflow AF
 James Bypass Flows AF

**TABLE 19: GOVERNOR EDMUND G. BROWN CALIFORNIA AQUEDUCT
SAN LUIS FIELD DIVISION MONTHLY DELIVERIES**

Revised 11/18/19

OCTOBER 2019

REACH TOTALS	POOL	INFLOW INTO AQUEDUCT	CUSTOMERS	AMOUNT IN AF
R3A 4702			Parks & Rec. @ San Luis Reservoir	0
			Santa Clara Valley Water District	2613
			Casa de Fruta (Santa Clara Valley Water District)	0
			San Benito Water District	2089
R3 450	13		DFG @ O'Neill Forebay	0
	13		Parks & Rec. @ O'Neill Forebay	0
	13		DWR Water Truck at O'Neill 0 AF for Cattle Program @ O'Neill Forebay	0
	13		San Luis Water District	450
R4 12574	14		City of Dos Palos	138
	14		Pacheco Water District	681
	14		San Luis Water District	3720
	14		Panoche Water District	54
	15		San Luis Water District	1482
	15		Panoche Water District	1376
R5 33735	15		Westlands Water District	5123
	16		DFG @ Lat. 4L (Pilibos)	0
	16		DFG @ Lat. 4L	0
	16		DFG @ Lat. 6L	0
	16		DFG @ Lat. 7L	0
	16		Westlands Water District	10008
	17		Westlands Water District	8702
	18		City of Coalinga	685
R6 8384	18		Pleasant Valley Pumping Plant	7548
	18		Westlands Water District	6792
	19		Alta Gas	1
	19		City of Huron (P&R-Area 11) @ Lat. 22R	5
	19		DWR Water Truck @ 22R/F&G @ Lat.22R	0
	19		Lemoore N.A.S. thru WWD 29L & 30L	268
9026	19		Kings County thru WWD 30L	0
	19		Westlands Water District	8110
	20		City of Huron @ Lat. 23R	77
	20		Kings County thru WWD 31L,32L,33L,34L,35L,36L	0
	20		Westlands Water District	6023
	21		City of Avenal	215
68871	21		Kings County thru WWD 37L,38L	0
	21		Westlands Water District	2711
		0	<---TOTALS--->	68871
	TOTALS BY CUSTOMERS			
		Pacheco Water District	681	
		San Luis Water District	5652	
		Panoche Water District	1430	
		Westlands Water District	55017	
		AltaGas	1	
		City of Huron @ LAT. 23R	77	
		City of Huron (P&R/Area 11 @ 22R)	5	
		Lemoore N.A.S. thru WWD @ 29L & 30L	268	
		Kings County thru WWD Laterals in Pools 19 - 21	0	
		City of Avenal	215	
		City of Dos Palos	138	
		City of Coalinga	685	
		DFG @ O'Neill Forebay	0	
		Pacheco Tunnel	4702	
		DFG @ Lateral 4L & 6L & 7L	0	
		DWR Water Truck @ 22R/F&G @ Lat.22R	0	
		Parks & Recreation	0	
		0 AF for DWR Water Truck at O'Neill, 0 AF for Cattle Program @ O'Neill Reservoir	0	
			Customers Total:	68871
Pool 12 - Reach 2B				
VA Turnout Use AF = 44				
DWR 3137(Rev.9/15)				68915



Monthly Availability Report

CW "Bill" Jones Pumping Plant
October - 2019

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts	Comments
							Pump	
Unit-1	744	7.8	1.05%	0.0	0.00%	98.95%	0	1) Commutator Brush Replacement
Unit-2	744	744.0	100.00%	0.0	0.00%	0.00%	0	2) Stator Rewind
Unit-3	744	8.0	1.08%	0.0	0.00%	98.92%	1	1) Commutator Brush Replacement
Unit-4	744	0.0	0.00%	0.0	0.00%	100.00%	2	
Unit-5	744	0.0	0.00%	0.0	0.00%	100.00%	1	
Unit-6	744	16.7	2.24%	0.0	0.00%	97.76%	0	1) Commutator Brush Replacement/Failed RTD
Total	4464	776.5	17%	0.0	0.00%	83.00%	4	

Notes:

(1) Planned maintenance

(2) Emergency outages and maintenance performed with less than 24 hours advance notice



Monthly Availability Report

O'Neill Pump/Generating Plant
October - 2019

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts		Comments
							Pump	Gen	
Unit-1	744	0.0	0.00%	0.0	0.00%	100.00%	0	2	
Unit-2	744	0.0	0.00%	0.0	0.00%	100.00%	0	2	
Unit-3	744	0.0	0.00%	0.0	0.00%	100.00%	0	1	
Unit-4	744	744.0	100.00%	0.0	0.00%	0.00%	0	0	1)Pump/Penstock Rehab
Unit-5	744	0.0	0.00%	0.0	0.00%	100.00%	1	2	
Unit-6	744	0.0	0.00%	4.5	0.60%	99.40%	0	4	2)Loss of Vacuum
Total	4464	744.0	17%	4.5	0.10%	82.90%	1	11	

Notes:

(1) Planned maintenance

(2) Emergency outages and maintenance performed with less than 24 hours advance notice



Monthly Availability Report

DCI Pumping Plant
October - 2019

Unit #	Max Hours	Scheduled Outages (1)	%	Unscheduled Outages (2)	%	Over-all Availability %	Starts	Comments
							Pump	
Unit-1	744	71.7	9.64%	0.0	0.00%	90.36%	0	1) Unit Electrical PM's
Unit-2	744	71.7	9.64%	0.0	0.00%	90.36%	1	1) Unit Electrical PM's
Unit-5	744	71.7	9.64%	0.0	0.00%	90.36%	1	1) Unit Electrical PM's
Unit-6	744	71.7	9.64%	0.0	0.00%	90.36%	1	1) Unit Electrical PM's
Total	2976	286.8	10%	0.0	0.00%	90.00%	3	

Notes:

(1) Planned maintenance

(2) Emergency outages and maintenance performed with less than 24 hours advance notice



MEMORANDUM

TO: SLDMWA Finance & Administration Committee, Board of Directors

FROM: Frances Mizuno, Assistant Executive Director

DATE: December 12, 2019

RE: Adoption of Revised Records Retention Schedule

BACKGROUND

In 2011, the Authority adopted Resolution No. 2011-350, which memorialized and formally adopted a Destruction of Records Policy. Since that time, changes in law and practice have necessitated an update to that policy. The Authority selected Gladwell Governmental Services, Inc. (GGS), an expert in public agency records, to develop a comprehensive records retention schedule for the Authority. This program was necessary to ensure retention periods reflected changes in law, reduce current and future records storage costs, eliminate duplication of effort, increase efficiency, and take advantage of current technology.

Authority staff worked GGS to update and improve the Records Retention Schedules for each department. The adoption of these retention schedules will result in efficiency gains and cost savings.

ISSUE FOR DECISION

Whether the Finance & Administration Committee should recommend to the Board of Directors, and the Board of Directors should rescind Resolution No. 2011-350 and adopt the updated Records Retention Schedule as set forth as Exhibit A of the attached resolution.

OPTIONS AND RECOMMENDATION

We recommend the adoption of the attached resolution and Records Retention Schedule.

ANALYSIS

The development of the records retention schedules are driven by many factors, including:

- Many departments are filing and storing copies of the same records
- Authority produces and manages many permanent records

- Escalating records storage expenses
- Technology advancements
- Changes in law, pertaining to special Agency records

The proposed retention schedules for the Authority were written interactively with all units participating. They provide clear, specific records descriptions and retention periods, and apply current law and technology to the management of the Authority's records. By identifying which unit is responsible for maintaining the original record, and by establishing clear retention periods for different categories of records, the Authority will realize significant savings in labor costs, storage costs, free filing cabinet and office space, and realize operational efficiencies.

The appropriate staff, managers, and General Counsel have reviewed and approved all proposed retention schedules.

It is standard business practice for California local governments to authorize the routine destruction of records that have exceeded their adopted retention period, upon the request of the managers and with the consent in writing of the managers and General Counsel, which is provided in Section 3 of the resolution.

It is also standard business practice for California local governments to authorize updates to the schedule without further action of the Board of Directors, which is provided in Section 4. Consent for these updates require the consent of the managers, Executive Director, and General Counsel.

IMPLICATIONS

The Authority will realize significant savings both in labor and storage expenses; including the avoidance of future storage and/or construction costs.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2019-

**RESOLUTION ADOPTING A RECORDS RETENTION SCHEDULE, AUTHORIZING
DESTRUCTION OF CERTAIN AGENCY RECORDS, AND RESCINDING
RESOLUTION NO. 2011-350**

WHEREAS, the Board of Directors of the San Luis & Delta-Mendota Water Authority (the “Board” and the “Water Authority,” respectively), pursuant to the Water Authority’s procedures and the California Government Code, from time to time, may adopt policy for the administration of the Water Authority.

WHEREAS, the maintenance of numerous records is expensive, slows document retrieval, and is not necessary after a certain period of time for the effective and efficient operation of the government of the Water Authority; and

WHEREAS, Section 60200 of the Government Code of the State of California provides that the legislative body of a Special District may authorize at any time the destruction or disposition of any duplicate record, paper, or document, the original or a permanent photographic record of which is in the files of any officer or department of the agency; and

WHEREAS, Section 60201 of the Government Code of the State of California provides that agency records which have served their purpose, which are not expressly required by law to be filed and preserved, and which will not adversely affect any interest of the agency or public may be destroyed; and

WHEREAS, on or about November 10th, 2011, the Board adopted Resolution No. 2011-350, which memorialized and formally adopted a destruction of records policy;

WHEREAS, the Water Authority has reviewed that policy and updated the procedure for maintaining a list of the types of records destroyed or disposed of that reasonably identifies the information contained in the records in each category;

WHEREAS, the Board, by adoption of this Resolution, desires to rescind Resolution No. 2011-350 and memorialize a new records retention schedule of the Water Authority concerning the timing for destruction of Water Authority records.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. Resolution No. 2011-350 is hereby rescinded.

Section 3. The Board finds that the destruction or disposition of the records series that have exceeded the retention periods as set forth in the Records Retention Schedule Exhibit A will not adversely affect any interest of the Water Authority or the public.

Section 4. The records of the Water Authority, as set forth in the Records Retention Schedule Exhibit A, attached hereto and incorporated herein by this reference, are hereby authorized to be destroyed as provided by Section 60201 et seq. of the Government Code of the State of California and in accordance with the provision of said schedule in accordance with Water Authority policies and procedures, and with the approval of the relevant Department Head and General Counsel.

Section 5. With the consent of the relevant Department Head, Executive Director, and General Counsel, updates are hereby authorized to be made to the Records Retention Schedule without further action by the Board.

Section 6. The term “records” as used herein shall include documents, instructions, books, microforms, electronic files, magnetic tape, optical media, or papers, as defined by the California Public Records Act.

Section 7. This resolution shall become effective immediately and shall remain in effect unless superseded by the requirements of statutes adopted following the effective date hereof or by further action of the Board.

PASSED, APPROVED AND ADOPTED this 12th day of December, 2019, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

Cannon Michael, Chairman
San Luis & Delta-Mendota Water Authority

Attest:

Federico Barajas, Secretary

I hereby certify that the foregoing Resolution No. 2019- was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 12th day of December, 2019.

Federico Barajas, Secretary

RECORDS RETENTION SCHEDULE: AGENCY-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
AGENCY-WIDE								
Lead Dept.	AW-001	Agreements & Contracts: ADMINISTRATIVE FILES (Correspondence, Project Administration, Project Schedules, Logs, RFP, etc.)	Completion + 10 years	Yes: Before Completion	Mag, Mfr, OD, Ppr	S/I	Yes: Upon Completion	Covers E&O Statute of Limitations (insurance certificates are filed with agreement); Published Audit Standards=4-7 years; Statute of Limitations: Contracts & Spec's=4 years, Wrongful Death=comp. + 5 years, Developers=comp. + 10 years; Statewide guidelines propose termination + 5 years; CCP §337 et. seq., GC §60201
Lead Dept.	AW-002	Committees Internal - Attended by employees: All Records (e.g. Scholarship Committee, Employee Engagement Committee, etc.)	When No Longer Required		Mag, Ppr			GC §60201
	AW-003	Copies or duplicates of any record	Copies - When No Longer Required		Mag Ppr			GC §60200

Office of Record	Retention No.	Records Description						Comments / Reference
(OFR)			Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Dept. that Authors Document or Receives the Agency's Original Document	AW-004	<p>Correspondence - ROUTINE (If Content relates in a substantive way to the conduct of the public's business)</p> <p>(e.g. Letters, Memorandums, Administrative, Chronological, General Files, Reading File, Working Files, etc.)</p> <p>Examples of substantive content: Concerns or complaints from the public, substantive changes in a project that are not documented in another document, etc.</p>	2 years		Mag, Ppr			GC §60201

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Dept. that Authors Document or Receives the Agency's Original Document	AW-005	Correspondence - TRANSITORY / PRELIMINARY DRAFTS , Interagency and Intraagency Memoranda not retained in the ordinary course of business Content NOT Substantive, or NOT made or retained for the purpose of preserving the informational content for future reference (e.g. calendars, checklists, e-mail or social media posting, invitations, instant messaging, logs, mailing lists, meeting room registrations, supply inventories, telephone messages, text messages, transmittal letters, thank yous, requests from other agencies, undeliverable envelopes, visitors logs / sign-in sheets, voice mails, webpages, etc.)	When No Longer Required		Mag, Ppr			Electronic and paper records are categorized, filed and retained based upon the CONTENT of the record. Records where either the Content relates in a substantive way to the conduct of the public's business, or ARE made or retained for the purpose of preserving the informational content for future reference are saved by placing them in an electronic or paper (project) file folder and retained for the applicable retention period. If not mentioned here, consult Agency Counsel to determine if a record is considered transitory / preliminary draft. GC §§60201, 6252, 6254(a); 64 Ops. Cal. Atty. Gen. 317 (1981)); City of San Jose v. Superior Court (Smith). S218066. Supreme Court of California, 2017
Lead Dept.	AW-006	Drafts & Notes: Drafts that are revised (retain final version)	When No Longer Required		Mag, Ppr			As long as the drafts and notes are not retained in the "Regular Course of Business". Consult the Attorney to determine if a record is considered a draft. GC §§60201, 6252, 6254(a)

RECORDS RETENTION SCHEDULE: AGENCY-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	AW-007	Grants (SUCCESSFUL - all records)	After Funding Agency Audit, if required - 5 years , unless Grant Conditions requires longer retention		Mag, Ppr			Agency Preference (may include records pertaining to independent contractor's compensation, or expense reimbursement); Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.333; 221 CFR 1403.36 & 1403.42(b); 24 CFR 85.42, 91.105(h), 92.505, 570.490, & 570.502(a&b), 28 CFR 66.42; 29 CFR 97.42; 40 CFR 31.42; 44 CFR 13.42; 45 CFR 92.42; OMB Circular A-110 & A-133; GC §60201
Lead Dept.	AW-008	Grants: UNSUCCESSFUL (Applications, Correspondence, etc.)	2 years		Mag, Ppr			Department Preference; GC §60201
Lead Dept.	AW-009	Legal Opinions	When No Longer Required		Mag, Ppr			Department Preference; GC §60201
Human Resources	AW-010	Personnel Files	Do Not Retain in Department		Mag, Ppr			Preliminary drafts; Notes maintained in a separate folder to be incorporated into performance evaluation, or to document progressive discipline; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: AGENCY-WIDE STANDARDS

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>Retentions apply to the department that is NOT the Office of Record (OFR), or the "Lead Department". If you are the OFR, refer to your department retention schedule.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Lead Dept.	AW-011	Policies, Procedures, Brochures, Flyers, Manuals, Newsletters, etc: Produced by YOUR Department	2 years		Mag, Ppr			Statewide guidelines propose superseded + 2 or 5 years; GC §60201
Lead Dept.	AW-012	Reports and Studies (Historically significant)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After 10 years	Administratively and Historically significant, therefore retained permanently; GC §60201
Lead Dept.	AW-013	Reports and Studies (other than Historically significant reports - e.g. Annual Reports)	10 years		Mag, Ppr			Information is outdated after 10 years; statewide guidelines propose 2 years; If historically significant, retain permanently; GC §60201

RECORDS RETENTION SCHEDULE: EXECUTIVE DIRECTOR & CHIEF OPERATING OFFICER

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
EXECUTIVE DIRECTOR & CHIEF OPERATING OFFICER								
Executive Director & COO	ED-001	Press Releases	Minimum 2 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §60201
Executive Director & COO	ED-002	Projects & Issues (Issues and/or projects will vary over time)	When No Longer Required		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	GC §60201
Executive Director & COO	ED-003	Water Transfers	5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
GENERAL ACCOUNTING								
Finance / General Accounting	FIN-001	Financial System Database (Great Plains)	Indefinite		Mag			Data is interrelated; system qualifies as a "trusted system"; GC §§60201, 12168.7
Finance / General Accounting	FIN-002	Audited Financial Statements / Audit Reports	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Finance / General Accounting	FIN-003	Bonds / Debt / Transcripts / Disclosure Reports / Lines of Credit / Promissory Notes / Commercial Paper	Fully Defeased or Matured + Refundings +10 years	Yes: Until Maturity	Mag, Mfr, OD, Ppr	S / I	No	Statute of Limitations for bonds, mortgages, trust deeds, notes or debentures is 6 years; Bonds issued by local governments are 10 years; There are specific requirements for disposal of unused bonds; CCP §§336 et seq.; 337.5(a); 26 CFR 1.6001-1(e); GC §§43900 et seq., 60201
Finance / General Accounting	FIN-004	Budgets: Adopted	P	Yes: Current Fiscal Year	Mag, Ppr			Department Preference; GC §60201
Finance / General Accounting	FIN-005	Budgets: Development, Drafts, etc.	When No Longer Required		Mag, Ppr			Drafts; GC §60200
Finance / General Accounting	FIN-006	Cost Sharing / Allocations	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference (Agreement is retained permanently by the Clerk to the Board); GC §60201
Finance / General Accounting	FIN-007	Investment Pools / LAIF	5 years		Mag, Ppr			Department Preference (meets municipal government auditing standards); GC §60201
Finance / General Accounting	FIN-008	Journal Entries / Journal Vouchers / Audit Work Papers	5 years		Mag, Ppr			Department Preference; Meets municipal government auditing standards; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / General Accounting	FIN-009	Lobbyist Authorization / Reporting (FPPC Form 635 / 602)	5 years		Mag, Ppr			2 CCR 18615(d), GC §81009(e)&(g)
Finance / General Accounting	FIN-010	State Reports: State Controller's Report	5 years		Mag, Ppr			Agency preference; Filed with the State; GC §60201
Finance / General Accounting	FIN-011	USBR Reimbursements / Emergency Repairs	15 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §60201
OPERATIONAL ACCOUNTING								
Finance / Operational Accounting	FIN-012	1099's, 1096's	7 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §60201(d)(12); 29 USC 436
Finance / Operational Accounting	FIN-013	Accounts Payable / Invoices with Purchase Orders & Backup - ALL vendors: Employee Reimbursement / Travel Expense Reimbursement / Travel Approval / Conference Approvals	7 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	May contain independent contractor's compensation, expense reimbursement, or Agency credit card records; Meets municipal government auditing standards; 40 CFR 122.41(j)(2); WC §13263.2(b) et seq.; GC §60201(d)(12)
Finance / Operational Accounting	FIN-014	Accounts Payable Reports: Check Register, Distribution, etc.	5 years		Mag, Ppr			Department Preference (reports can not be re-created from Finance System Database; meets municipal government auditing standards); GC §60201
Finance / Operational Accounting	FIN-015	Accounts Receivable / Revenue / Invoices / Billing / Tax Revenue / Damage Invoices, etc.	5 years		Mag, Ppr			Agency preference (meets municipal government auditing standards); GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Operational Accounting	FIN-016	Bank Statements / Checking Account Reconciliation / Bank Reconciliation / Fiscal Agent Statements / Trust Statements / Petty Cash Reconciliation (Transaction Statements, Wire Transfers, Check Listing Audit Trail, Deposits, Treasury Statements, Trustee & Investment Statements, etc.)	5 years		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Agency Preference (may include records pertaining to independent contractor's compensation, or expense reimbursement); Meets auditing standards; GC §60201
Finance / Operational Accounting	FIN-017	Checks deposited to Bank (Agency scans them for the Bank, rather than physically taking the checks to the bank to deposit them.)	Follow Bank Instructions		Mag, Ppr			These are bank instruments, and not Agency records; per bank agreement.
Finance / Operational Accounting	FIN-018	Checks Issued by the Agency (cashd - maintained by the Bank)	7 years		Mag, Ppr			May contain independent contractor's compensation; Statute of Limitations is 4 years; Meets municipal government auditing standards; GC §60201(d)(12), CCP § 337
Finance / Operational Accounting	FIN-019	Daily Cash / Receipts / Petty Cash Slips	5 years		Mag, Ppr			Agency preference (meets municipal government auditing standards); GC §60201
Finance / Operational Accounting	FIN-020	Deposits / Deposit Slips	5 years		Mag, Ppr			Agency preference (meets municipal government auditing standards); GC §60201
Finance / Operational Accounting	FIN-021	Financial Reports: General Ledger, Journals, Ledgers, Reconciliations, Registers, Reports, Transaction Histories, Balance Sheets, Batch Proofs, Trial Balance, etc.	5 years		Mag, Ppr			Department Preference (reports can not be re-created from Finance System Database; meets municipal government auditing standards); GC §60201
Finance / Operational Accounting	FIN-022	Fixed Asset Retirements - Auction / Disposal / Sales / Surplused	5 years		Mag, Ppr			Department preference; GC §60201, CCP §337
Finance / Payroll	FIN-023	Fund Accounting / Cash Allocations / Interfund Billing	7 years		Mag, Ppr			GC §60201(d)(12)

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Operational Accounting	FIN-024	Returned Checks (NSF, etc.)	5 years	Yes: Until Paid	Mag, Ppr			Meets municipal government auditing standards; Statewide guidelines propose audit + 4 years; GC §60201
Finance / Operational Accounting	FIN-025	Tax Returns (Sales Tax, etc.)	5 years		Mag, Ppr			Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), 26 CFR §1.6001-1, R&T §19530, GC §60201
Finance / Operational Accounting	FIN-026	W-9's	No Longer Doing Business + 5 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), R&T §19530, GC §60201(d)(12); 29 USC 436
PAYROLL								
Finance / Operational Accounting	FIN-027	ACH Auto Pay Authorizations / Direct Payment Authorizations	5 years		Mag, Ppr			Agency preference (meets municipal government auditing standards); GC §60201
Finance / Payroll	FIN-028	Auto Pay Authorizations / Direct Payment Authorizations (Employee Payroll)	7 years		Mag, Ppr			Agency preference (meets municipal government auditing standards); GC §60201
Finance / Payroll	FIN-029	DE-6, DE-43, W-3, & DE-166, & 941 Forms - Quarterly Payroll Tax Returns (Federal and State) IRS 5500 Forms (Employee Benefit Plans), PERS / FICA & Medicare Adjustments - OASDI, Federal Tax Deposits, Adjustments, etc.	7 years		Mag, Ppr			Department Preference; IRS: 4 years after tax is due or paid (longer for auditing & contractor delinquency); Ca. FTB: 3 years; IRS Reg §31.6001-1(e)(2), 26 CFR §1.6001-1, R&T §19530, GC §60201
Finance / Payroll	FIN-030	Deferred Compensation Quarterly Reports / 457 Quarterly Statements	7 years		Mag, Ppr			Department preference; GC §60201

RECORDS RETENTION SCHEDULE: FINANCE

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Finance / Payroll	FIN-031	Garnishments, Child Support, Court Orders regarding Employee Wages	Completion + 7 years		Mag, Ppr			GC §60201(d)(12)
Finance / Payroll	FIN-032	Payroll Checks (cancelled)	7 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	GC §60201(d)(12)
Finance / Payroll	FIN-033	Payroll Registers / Payroll Reports / Distribution / Withholding Control & Distribution Report	7 years		Mag, Ppr			GC §60201(d)(12)
Finance / Payroll	FIN-034	Pension Contribution Reports / 401K	7 years		Mag, Ppr			Department preference; GC §60201
Finance / Payroll	FIN-035	Timesheets	7 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department Preference to meet auditing standards; IRS Reg §31.6001-1(e)(2), R&T §19530; LC § 1174(d); 29 CFR 516.5 & 516.6(c); GC §60201 et seq.
Finance / Payroll	FIN-036	Unemployment Claims	Final Disposition + 7 years		Mag, Ppr			Department preference; GC §§12946, 60201
Finance / Payroll	FIN-037	W-2's	7 years		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; IRS: 4 yrs after tax is due or paid; Ca. FTB: 3 years; Articles show 7 years; IRS Reg §31.6001-1(e)(2), R&T §19530; 29CFR 516.5 - 516.6, 29USC 436, GC §60201(d)(12)

RECORDS RETENTION SCHEDULE: GENERAL COUNSEL

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
GENERAL COUNSEL								
General Counsel	GC-001	Advice Files	When No Longer Required		Mag, Ppr			GC §60201
General Counsel	GC-002	Lawsuits / Litigation	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 60201, 60201.6; PC §832.5
General Counsel	GC-003	Subpoenas or Summons	2 years		Mag, Ppr			GC §60201

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
HUMAN RESOURCES								
Human Resources	HR-001	Affirmative Action Complaints - Department of Fair Employment & Housing (DFEH) or Equal Opportunity Commission (EEOC)	Final Disposition + 3 years		Mag, Ppr			Department preference (same as the Personnel File); All State and Federal laws require retention until final disposition of formal complaint; State requires 2 years after action is taken; GC §§12946, 60201
Human Resources	HR-002	Affirmative Action: EEO-4 Reports and records required to generate EEO-4 report	3 years		Mag, Ppr			29 CFR 1602.30
Human Resources	HR-003	Benefit Plans - Employee Benefit Policies (Benefits: Health, Eye, Dental, Life Insurance, Long Term Disability, State Disability, Unemployment Insurance, etc)	Plan Termination + 6 years	Yes: Before Expiration	Mag, Mfr, OD, Ppr	S	No	Department preference to be consistent with Agency-wide standards; EEOC / ADEA (Age) requires 1 year after benefit plan termination; Federal law requires 6 years after filing date; State Law requires 2 years after action; 29 CFR 1627.3(b)(2); 29 USC 1027; GC §§12946, 60201
General Counsel	HR-004	Claims / Liability	Final Resolution + 5 years	Yes: Until Resolution	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; Covers various statute of limitations; CCP §§ 337 et seq.; GC §§ 911.2, 60201, 60201.6; PC §832.5
Human Resources	HR-005	DMV Pull Notices	When Superseded or Separation + 6 years		Mag, Ppr			Agency preference (DMV record that the Agency considers a non-record used for reference); DMV audits every 2 years; Bureau of National Affairs recommends 2 years for all supplementary Personnel records; GC §60201
Human Resources	HR-006	Drug & Alcohol Test Results (ALL)	5 years		Mag Ppr			Agency preference; D.O.T. Requires 5 years for positive tests; EEOC/FLSA/ADEA (Age) requires 3 years physical examinations; State Law requires 2 years; 29 CFR 1627.3(b)(v), GC §§12946, 60201, 49 CFR 655.71 et seq.; 49 CFR 382.401 et seq.

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Human Resources	HR-007	Employee Investigations & Complaints	Separation + 3 years		Mag, Ppr			Department preference; EEOC / FLSA / ADEA (Age) statute of limitations is 1-3 years; State Law requires 2 years; Reports & Data used to compile EEO reports are required for 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c) 8 CCR §11040.7(c), GC §§12946, 60201
Human Resources	HR-008	Grievances	Separation + 3 years		Mag, Ppr			Department preference; EEOC / FLSA / ADEA (Age) statute of limitations is 1-3 years; State Law requires 2 years; Reports & Data used to compile EEO reports are required for 3 years; 29 CFR 1602 et seq & 1627.3(a)(5) and (6), 2 CCR 11013(c) 8 CCR §11040.7(c), GC §§12946, 60201
Human Resources	HR-009	Human Resources Database	Indefinite		Mag, Ppr			Department preference (data is inter-related); GC §60201 et seq.
Human Resources	HR-010	I-9s	Separation + 3 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Required for 1 year from termination or 3 years from hiring, whichever is later; EEOC / FLSA / ADEA (Age) requires 3 years for "any other forms of employment inquiry"; State Law requires 2 -3 years; INA 274A(b)(3); INS Rule 274a.1(b)(2); 8 CFR 274a.2; 29 CFR 1627.3(b)(i); GC §§12946, 34090
Human Resources	HR-011	Insurance Policies (Agency-owned)	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §§ 911.2, 60201
Human Resources	HR-012	Job Descriptions, Classification and Compensation Studies / Surveys	Superseded + 3 years		Mag, Ppr			Department Preference; GC §60201
Human Resources	HR-013	Legal Advice (Employment Related)	When No Longer Required		Mag, Ppr			Department preference; GC §§12946, 60201
Human Resources	HR-014	Litigation - Employee-related	Resolution + 5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §§ 911.2, 60201

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Human Resources	HR-015	OSHA Log 300, 300 A, 301, 301A, etc.	5 years		Ppr			OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §60201 et seq.; LC §6429c
Human Resources	HR-016	Personnel Files - General File (Includes Application, Awards, Backgrounds, Disciplinary Actions, Certifications, Commendations, Ethics Training Certificates, Harassment Training Certificates, Evaluations, Licenses, Personnel Action Forms, Policy acknowledgements, etc. - Excludes Medical Records)	Separation + 6 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; statute of limitations for retirement benefits is 6 years from last action; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years; 29 CFR 1602.14; 1602.31 & 1627.3(b)(ii); GC §§12946, 60201; 29 USC 1113; GC §3105; GC §53235.2(b)
Human Resources	HR-017	Personnel Files - Medical File / FMLA / Disability (Includes pre-employment physicals, Hearing tests, Respirator Fit Tests, Medical Leaves, etc.)	Separation + 30 years	Yes: Until Separation	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Files maintained separately; Claims can be made for 30 years for toxic substance exposure; W-4s: IRS Regulation 31-6001-1 four years after the due date of such tax for the return period to which the records relate, or the date such tax is paid, whichever is the later. 26 CFR 31.6001-1; 8 CCR §3204(d)(1) et seq., 8 CCR 5144, 29 CFR 1910.1020(d)(1)(i), 29 USC 1113; GC §§12946, 60201
Human Resources	HR-018	Personnel Rules & Regulations, including employee handbook	Superseded + 3 years		Mag, Ppr			Department Preference; GC § 60201
Human Resources	HR-019	Recruitment Files: Brochure, advertisement, unsuccessful applications (with or without interviews), selection materials, interview notes, results, etc.	3 years		Mag, Ppr			Department preference; EEOC / FLSA / ADEA (Age) requires 1-3 years; State Law requires 2 - 3 years; 29 CFR 1627.3(b)(i), 29 CFR 1602.14 et seq; 2 CCR 11013(c) GC §§12946, 60201
Human Resources	HR-020	Salary Surveys / Compensation Studies	3 years		Mag, Ppr			Agency preference; GC §60201

RECORDS RETENTION SCHEDULE: HUMAN RESOURCES

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Human Resources	HR-021	Training - ALL HUMAN RESOURCE COURSE RECORDS (Attendance Rosters, Outlines and Materials; includes Harassment Prevention and other Training)	Minimum 5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 60201,
Human Resources	HR-022	Vehicle Titles ("Pink Slips")	Upon Sale		Ppr			Department Preference; GC §60201
Human Resources	HR-023	Verification of Employment	When No Longer Required		Mag, Ppr			Department Preference; GC §60201
Human Resources	HR-024	Workers Compensation Files	Separation + 30 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Claims can be made for 30 years for toxic substance exposure; 8 CCR 10102; 8 CCR 15400.2, 8 CCR §3204(d)(1) et seq., 29 CFR 1910.1020, GC §§12946, 60201, CCP §337 et seq.

RECORDS RETENTION SCHEDULE: INFORMATION SYSTEMS & ASSET MANAGER

Office of Record	Retention No.	Records Description						Comments / Reference
(OFR)			Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
ASSET MANAGER / PURCHASING								
Information Systems / Asset Manager	AM-001	Asset Inventory	Indefinite	Yes	Mag			Department preference; GC §60201 et seq.
Information Systems / Asset Manager	AM-002	Bid Packets (Purchase Orders filed with Accounts Payable)	5 years	Yes: Until Paid	Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; Meets municipal government auditing standards; GC §60201
Information Systems / Asset Manager	AM-003	Warehouse Inventory	When Superseded		Mag			Department preference; GC §60201
INFORMATION SYSTEMS								
Information Systems	IS-001	Backups (Computer)	When No Longer Required	Yes	Mag. (Disk)			Stored On-site and Off-site. Used for Disaster Recovery Purposes Only; Considered a copy and can be destroyed when no longer required; GC §60200 et seq.
Information Systems	IS-002	Network Configuration Maps & Plans	When No Longer Required	Yes	Mag. (Disk)			Department preference; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: OPERATIONS & MAINTENANCE

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
OPERATIONS								
Operations & Maint. / Ops	OPS-001	Air Quality Permits / ACMD Permits	Expiration + 5 years		Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	40 CFR 70.6; GC §60201
Operations & Maint. / Ops	OPS-002	Backflow Test Results / Backflow Assembly Test Reports	3 years		Mag, Ppr			Department preference; 17 CCR 7605(f); GC §60201
Operations & Maint. / Ops	OPS-003	Chains of Custody / Water Sampling: Bacteriological & Organics	5 years		Mag, OD, Ppr	S / I	Yes: 2 years	Department preference (5 years is required); 40 CFR 141.33(a); 22 CCR §64470
Operations & Maint. / Ops	OPS-004	Chains of Custody / Water Sampling: Chemical, Disinfection By-Products, Trihalomethanes	10 years		Mag, OD, Ppr	S / I	Yes: 2 years	Department preference (10 years is required); 40 CFR 141.33(a); 22 CCR §64470
Operations & Maint. / Ops	OPS-005	Chains of Custody / Water Sampling: Lead & Copper	12 years		Mag, OD, Ppr	S / I	Yes: 2 years	Lead and Copper are required for 12 years or 2 compliance cycles (some compliance cycles are nine years); 22 CCR 64400.25; 22 CCR §64470, 40 CFR 141.33(a); 40 CFR 141.91
Operations & Maint. / Ops	OPS-006	Confined Space Entries	2 years		Mag, Ppr			8 CCR 5157(d)(14) & (e)(6); 29 CFR 1910.146(e)(6); GC §60200
Operations & Maint. / Ops	OPS-007	Daily Operator's Log Books / Daily Reads / Daily Sheets	P	Yes	Mag, Mfr, OD, Ppr	S	Yes - After QC & OD	Department preference; GC §60201
Operations & Maint. / Ops	OPS-008	Emergency Exercises / Drills / After Action Reports	Minimum 5 years		Mag, Ppr			Department Preference; GC §60201
Operations & Maint. / Ops	OPS-009	Log Book (Pump Houses)	P	Yes	Mag Ppr			Department Preference; GC §60201

RECORDS RETENTION SCHEDULE: OPERATIONS & MAINTENANCE

Office of Record	Retention No.	Records Description						Comments / Reference
(OFR)			Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Operations & Maint. / Ops	OPS-010	Operations & Maintenance Manuals (O&M Manuals)	Life of Facility or Equipment	Yes	Mag, Ppr			Department Preference; GC §60201 et. seq.
Operations & Maint. / Ops	OPS-011	Sanitary Surveys - Inspections by Division of Drinking Water	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	22 CCR §64470; 40 CFR 141.33(c)
Operations & Maint. / Ops	OPS-012	SCADA Database (Supervisory Control and Data Acquisition)	Indefinite	Yes	Mag			Data Fields / Records are interrelated; GC §60201
Operations & Maint. / Ops	OPS-013	SCADA Database (Water) (Supervisory Control and Data Acquisition)	Indefinite	Yes	Mag			Data is interrelated, GC §60201
Operations & Maint. / Ops	OPS-014	Standard Operating Procedures / SOPs	Superseded + 5 years		Mag, Mfr, OD, Ppr	S / I	No	Department preference; GC §60201
Operations & Maint. / Ops	OPS-015	Water Meter Testing Records	Until Meter Abandoned or Removed		Mag, Ppr			Department preference; GC §60201
Operations & Maint. / Ops	OPS-016	Water Production Reports (to SWRCB & DWR)	5 years		Mag, Ppr			Department Preference; Meets California Department of Health requirements (3 years); GC §60201
CIVIL MAINTENANCE								
Operations & Maint. / Civil Maint.	OPS-017	Aboveground Storage Tanks (Diesel, Gas) Inspections, Maintenance, Repairs	20 years, or When Superseded, Whichever is longer		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Tier II tanks are required to have an integrity test every 20 years); GC §60201
Operations & Maint. / Civil Maint.	OPS-018	BIT Inspection & Audits (Biennial Inspection of Terminals) / DOT Program / CHP Inspections	2 years		Mag, Ppr			Department Preference (CHP audits every 25 months); GC §60201

RECORDS RETENTION SCHEDULE: OPERATIONS & MAINTENANCE

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Operations & Maint. / Civil Maint.	OPS-019	Daily Trip Sheets	5 years		Mag, Ppr			Department preference (for USBR); GC §60201
Operations & Maint. / Civil Maint.	OPS-020	Daily Vehicle Inspections / Pre-Trip Inspections / Vehicle Safety Checks / Daily Equipment Checks	1 year		Ppr			Agency preference (only 90 days is required); 13 CCR 1234(e); GC §60201
Operations & Maint. / Civil Maint.	OPS-021	Vehicle & Equipment Maintenance (Includes Cranes)	Sale or Disposal + 1 year		Mag, Mfr, OD, Ppr	S	Yes: After 3 months	8 CCR § 3203(b)(1); 49 CFR 396.21(b)(1); 49 CFR 396.3(c); CCP §337 et. seq., 13 CCR 1234(f); GC §60201
Operations & Maint. / Civil Maint.	OPS-022	Videos - Security Videos	When No Longer Required		OD			Department preference; GC §60201
Division Providing Service / Work	OPS-023	Work Orders / Service Requests CMMS DATABASE (Computerized Maintenance Management System)	Indefinite		Mag			Data is interrelated; GC §60201
Division Providing Service / Work	OPS-024	Work Orders / Service Requests - All Information Entered in CMMS Database	When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §60201
Division Providing Service / Work	OPS-025	Work Orders / Service Requests - NOT entered in CMMS Database (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	P		Mag Ppr			Agency Preference; CCP §§340 et seq., 342, GC §§945.6, GC §60201
PLANT MAINTENANCE								

RECORDS RETENTION SCHEDULE: OPERATIONS & MAINTENANCE

Office of Record	Retention No.	Records Description					Comments / Reference	
(OFR)			Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Operations & Maint. / Plant Maint.	OPS-026	Operations & Maintenance Manuals / O & M Manuals	Disposal of Equipment		Mag, Mfr, OD, Ppr	S / I	No	Department preference; GC §60201
Operations & Maint. / Plant Maint.	OPS-027	Performance Logs	5 years		Mag, Ppr			Department Preference; Meets California Department of Health requirements (3 years); GC §60201
Operations & Maint. / Plant Maint.	OPS-028	Used Oil Disposal	3 years		Mag, Ppr			22 CCR 66266.130(c)(5), H&S §25250.18(b), 25250.19(a)(3) et seq.
Division Providing Service / Work	OPS-029	Work Orders / Service Requests CMMS DATABASE (Computerized Maintenance Management System)	Indefinite		Mag			Data is interrelated; GC §60201
Division Providing Service / Work	OPS-030	Work Orders / Service Requests - All Information Entered in CMMS Database	When No Longer Required		Mag Ppr			Preliminary drafts (the database is the original); GC §60201
Division Providing Service / Work	OPS-031	Work Orders / Service Requests - NOT entered in CMMS Database (or partial information entered into CMMS Database) (Division providing service retains originals; Division requesting service is considered a copy)	P		Mag Ppr			Agency Preference; CCP §§340 et seq., 342, GC §§945.6, GC §60201

RECORDS RETENTION SCHEDULE: PLANNING & ENGINEERING

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
PLANNING & ENGINEERING								
Planning & Engineering	ENG-001	Aboveground Water Storage Tanks	20 years, or When Superseded, Whichever is longer		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference (Tier II tanks are required to have an integrity test every 20 years); GC §60201
Planning & Engineering	ENG-002	Access Permits / Licenses - Reclamation / Year Permits (for Repairs)	2 years	Yes: Until Paid	Mag, Mfr, OD, Ppr		Yes: After QC & OD	Department Preference; GC §60201
Planning & Engineering	ENG-003	Canal Inspection Reports (performed on an As-Needed basis)	P		Mag, Ppr			Department preference; GC §60201
Planning & Engineering	ENG-004	CEQA Determinations & Notices: Environmental Impact Reports (EIRs), Categorical Exemptions, Negative Declarations, etc. (California Environmental Quality Act)	P		Mag, Mfr, OD, Ppr	S/I	Yes: After QC & OD	Department preference; Final environmental determinations are required to be kept a "reasonable period of time"; 14 CCR §15095(c); GC §60201 et seq.
Planning & Engineering	ENG-005	Correspondence - Regulatory Agencies (If content relates in a substantive way to the conduct of the public's business)	Minimum 10 years	Yes: While Active Issues	Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department Preference; Some correspondence from Regulatory Agencies need to be retained for long periods of time; GC §60201
Planning & Engineering	ENG-006	Engineering Project Files / CIP (Capital Improvement Project) Files - Unsuccessful Bids or Proposals, Bidders List - General Funded projects See Grant retention on Agency-wide schedule if funded by outside agencies.	2 years, or After Funding Agency Audit, if required, whichever is longer		Mag, Ppr			Department preference; if there is grant funding, follow the requirements of the grant funding agreement; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: PLANNING & ENGINEERING

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Planning & Engineering	ENG-007	Engineering Project Files / CIP (Capital Improvement Project) Files / Work Orders / Repair Plans - Administration File: Project Administration, Advertising, Certified Payrolls, Complaints (project-related), Insurance Certificates from Contractors, Labor Compliance, Logs, Meeting Minutes, Pre-construction meetings, Performance Bonds/Surety, Project Security files, Project Schedules, Real Estate Appraisals, Stop Work Notices, Temporary Permits, etc.	Completion + 10 years or After Funding Agency Audit, if required, whichever is longer	Yes: Until Completed	Mag, Mfr, OD, Ppr			Department preference; Statute of Limitations for written contracts are four years from the date of breach; errors and omissions is 10 years; Death during construction is 10 years; CCP §§337., 337.1(a), 337.15 GC §60201, Contractor has retention requirements in 48 CFR 4.703
Planning & Engineering	ENG-008	Engineering Project Files / CIP (Capital Improvement Project) Files / Work Orders / Repair Plans - Permanent File - Large Format Drawings Design Drawings (finals), Record Drawings ("As Builts", or "As-Currents")	P	Yes	Mag, Mfr, OD, Ppr	S	No	For Disaster Recovery Purposes; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: PLANNING & ENGINEERING

Office of Record	Retention No.	Records Description						Comments / Reference
(OFR)			Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Planning & Engineering	ENG-009	Engineering Project Files / CIP (Capital Improvement Project) Files / Work Orders / Repair Plans - Permanent File: Specifications, RFIs/RFPs, Change Orders, Calculations, Contract Documents (originals), Construction Photos, Correspondence, Cost of Construction, Fee & Deposit Reimbursements, Close-Out/Acceptance, Drillers Logs, Field Inspection Reports / Inspection Diaries, Materials Testing Reports, Bills of Material / Substitutions, Environmental Documents, Notice of Completion, Regulatory Agency Approvals, Shop Drawings, Soils Reports, Structural Calculations, Surveys, Permanent Encroachment Permits, Submittals, Materials Submittals, SAMPs, SWPPP, Variances, etc.	P	Yes: Until Completed	Mag, Mfr, OD, Ppr	S	No	For disaster preparedness purposes; Send all original Deeds, Easements and Rights of Way to Clerk to the Board; GC §60201 et seq.
Planning & Engineering	ENG-010	Engineering Studies and Reports / Feasibility Studies / Corrosion Studies and Reports / Subsidence, etc.	P		Mag, Mfr, OD, Ppr	S	No	Agency Preference; GC §60201
Planning & Engineering	ENG-011	Generator Operation Logs (for ALL Generators)	5 years		Mag, Ppr			Department preference (only 3 years is required for Fixed / Stationary Generators; 5 years for Portable / Emergency Generators); AQMD Rule 1470; Form 400-E-13a instructions, GC §60201
Planning & Engineering	ENG-012	Geographic Information System (GIS)	Indefinite	Yes	Mag			Data is interrelated; GC §60200, 60201 et seq.

RECORDS RETENTION SCHEDULE: PLANNING & ENGINEERING

Office of Record	Retention No.	Records Description						Comments / Reference
(OFR)			Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Planning & Engineering	ENG-013	Groundwater Monitoring Reports	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; GC §60201
Planning & Engineering	ENG-014	Inspections - Diving Videos, Inspection Videos, Regulatory Agencies, USBR	Minimum 10 years	Yes: While Active Issues	Mag, Mfr, OD, Ppr	S / I	Yes - After QC & OD	Department Preference; GC §60201
Planning & Engineering	ENG-015	Models, Calculations, Projections	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §60201
Planning & Engineering	ENG-016	Piezometer Readings	P		Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department preference; GC §60201
Planning & Engineering	ENG-017	Project Studies, Plans, Reports	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department Preference; GC §60201
Planning & Engineering	ENG-018	Transformer Service & Testing	5 years		Mag, Ppr			Department preference (consistent with AQMD requirements); GC §60201
Planning & Engineering	ENG-019	Underground Service Alerts (USAs)	3 years		Mag, Ppr			GC §§4216.2(d) & 4216.3(d), 60201
Planning & Engineering	ENG-020	Video Inspections / Condition Assessments - Capital Improvement Projects or Acceptance of Private Development Infrastructure Only	5 years		Mag, OD			Department Preference; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: SAFETY

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
SAFETY								
Safety	SAF-001	Accident / Incident / Damage Reports: Auto Accidents, Third Party, etc. (Excludes Chemical / Toxic Exposures)	2 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §§12946, 60201, CCP §337 et seq.
Safety	SAF-002	Emergency Response / Hazardous Material Business Plans / Risk Management Program (RMPs) / Process Safety Managements (PSMs) - Facilities with chemicals (Chlorine, ammonia, etc.)	When Superseded or Delisted		Mag, Ppr			GC §60201
Safety	SAF-003	Hazardous Materials Business Plan	When Superseded		Mag, Ppr			GC §60201 et seq.
Safety	SAF-004	Hazardous Materials Spills / Chemical Spills	30 years	Yes: After 3 months	Mag, OD, Ppr	S	Yes: After QC & OD	MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(ii)(B); GC §60201 et seq.
Safety	SAF-005	Noise Exposure Measurements: Areas / Facilities / Equipment	P		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference (only 2 years is required); 8 CCR 5100(d)(1); GC §60201 et seq.
Safety	SAF-006	OSHA Inspections & Citations, Forms, loss analysis reports, safety reports, actuarial studies	5 years		Ppr			OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §60201 et seq.; LC §6429c
Safety	SAF-007	Safety Committee / Safety Steering Committee Agendas & Minutes	5 years		Mag, Ppr			Department preference; GC §60201 et seq.

RECORDS RETENTION SCHEDULE: SAFETY

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Safety	SAF-008	Safety Data Sheets (SDS) / Material Safety Data Sheet (MSDS) / Chemical Use Report Form (or records of the chemical / substance / agent, where & when it was used)	30 years	Yes: After 3 months	Mag, OD, Ppr	S	Yes: After QC & OD	MSDS may be destroyed as long as a record of the chemical / substance / agent, where & when it was used is maintained for 30 years; Applies to qualified employers; 8 CCR 3204(d)(1)(B)(2 and 3), 29 CFR 1910.1020(d)(1)(ii)(B); GC §60201 et seq.
Safety	SAF-009	Safety Investigations	5 years		Ppr			OSHA requires 5 years; State law requires 2 years; 8 CCR §3203(b)(1), 29 CFR 1904.33, OMB 1220-0029, 8 CCR 14300.33; GC §60201 et seq.; LC §6429c
Safety	SAF-010	Site Inspection Forms	5 years		Mag, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201 et seq.
Safety s	SAF-011	Training - ALL SAFETY COURSE RECORDS (Attendance Rosters, Outlines and Materials; includes Safety Training and Tailgates)	Minimum 5 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; Ethics Training is 5 years; Statewide guidelines propose 7 years; Calif. Labor Division is required to keep their OSHA records 7 years; EEOC/FLSA/ADEA (Age) requires 3 years for promotion, demotion, transfer, selection, or discharge; State Law requires 2 -3 years for personnel actions; 8 CCR §3203 et seq., 29 CFR 1602.31; LC §6429(c); GC §§12946, 60201,

RECORDS RETENTION SCHEDULE: EXECUTIVE SECRETARY / SECRETARY OF THE BOARD

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
SECRETARY OF THE BOARD								
Secretary of the Board	COB-001	Agenda Packets / Agenda Staff Reports - Board of Directors, ALL Committees / Subcommittees of the Board	P	Yes: Before Meeting Date	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201
Secretary of the Board	COB-002	Agreements - Member Agencies	P		Mag, Ppr			Department preference; GC §60201
Secretary of the Board	COB-003	Agreements & Contracts - ALL Agreement or Contract, Amendments, Scope of Work	P	Yes: Before Completion	Mag, Mfr, OD, Ppr	S / I	Yes: After QC & OD	Department Preference; All infrastructure, JPAs, & Mutual Aid contracts are permanent for emergency preparedness;
Secretary of the Board	COB-004	Conflict of Interest Code (Adopted by Resolution)	P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	Department preference; GC §60201
Secretary of the Board	COB-005	FPPC 700 Series Forms (Statement of Economic Interests): DESIGNATED EMPLOYEES & CONSULTANTS (specified in the Agency's	7 years		Mag, Mfr, OD, Ppr	S	Yes: After 2 years	Agencymaintains original statements; GC §81009(e)(g)
Secretary of the Board	COB-006	FPPC 700 Series Forms (Statement of Economic Interests): Filed pursuant to Government Code 87200 PUBLIC OFFICIALS who manage Public	7 years		Mfr, OD, Ppr	S	Yes: After 2 years	Department preference; Agencymaintains copies only are required for 4 years, GC §81009(f)(g)
Secretary of the Board	COB-007	Historical Records - Articles of Incorporation, etc.	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Secretary determines Historical Significance; GC §60201
Secretary of the Board	COB-008	Lobbyist Authorization, Registration and Reporting (FPPC Form 602 / 635)	7 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	2 CCR 18615(d); GC §81009(e) and (g)
Secretary of the Board	COB-009	Minutes: Board of Directors, ALL Committees / Subcommittees of the Board	P	Yes (all)	Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §60201(d)(3)
Secretary of the Board	COB-010	Public Records Requests	2 years		Mag, Ppr			GC §60201 et. seq.

**RECORDS RETENTION SCHEDULE: EXECUTIVE SECRETARY /
SECRETARY OF THE BOARD**

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Secretary of the Board	COB-011	Recordings (Audio) Board meetings	After Minutes are Approved		Mag			Department Preference; legally required for 30 days (or adoption of the minutes); GC §54953.5(b)
Secretary of the Board	COB-012	Records Destruction Authorization Forms / Certificates of Records Destruction / Authorization to Destroy Paper to Rely on the Image as the	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201 et. seq.
Secretary of the Board	COB-013	Records Retention Schedules - Authorization for Amendments to Retention Schedules	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	GC §60201 et. seq.
Secretary of the Board	COB-014	Resolutions	P	Yes (all)	Mag, Mfr, OD, Ppr	S	No	GC §60201 et. seq.
Secretary of the Board	COB-015	Secretary of State Statement of Facts	2 years		Mag, Ppr			Department Preference; GC §60201
Secretary of the Board	COB-016	Subject Files / Central Files	Minimum 2 years		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201

RECORDS RETENTION SCHEDULE: WATER POLICY

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
CIVIL ENGINEERING, SCIENCE, WATER RESOURCES								
Water Policy	WP-001	Chains of Custody / Tabular Summaries - Groundwater Quality	P		Mag, Mfr, OD, Ppr	S / I	Yes - After 3 months	Department Preference (No legal mandate applies); GC §60201
Water Policy	WP-002	Grants (SUCCESSFUL - all records)	After Funding Agency Audit, if required - 5 years , unless Grant Conditions requires longer retention		Mag, Ppr			Agency Preference (may include records pertaining to independent contractor's compensation, or expense reimbursement); Meets auditing standards; Uniform Admin. Requirements for Grants to Local Governments is 3 years from expenditure report or final payment of grantee or subgrantee; 2 CFR 200.333; 21 CFR 1403.36 & 1403.42(b); 24 CFR 85.42, 91.105(h), 92.505, 570.490, & 570.502(a&b), 28 CFR 66.42; 29 CFR 97.42; 40 CFR 31.42; 44 CFR 13.42; 45 CFR 92.42; OMB Circular A-110 & A-133; GC §60201
Water Policy	WP-003	Grants: UNSUCCESSFUL (Applications, Correspondence, etc.)	2 years		Mag, Ppr			Department Preference; GC §60201
Water Policy	WP-004	Groundwater Elevations / Subsidence	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201
Water Policy	WP-005	Groundwater Transfers - Sustainable Groundwater Management Act (SGMA)	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201
Water Policy	WP-006	Groundwater Transfers - Sustainable Groundwater Management Act (SGMA)	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201
Water Policy	WP-007	Integrated Regional Water Management Plan (IRWM)	P		Mag, Mfr, OD, Ppr	S	Yes: After QC & OD	Department preference; GC §60201
Water Policy	WP-008	Legislation (Proposed): County, State or Federal Governments	When No Longer Required		Mag, Ppr			GC §60201

RECORDS RETENTION SCHEDULE: WATER POLICY

Office of Record	Retention No.	Records Description	Total Retention	Vital?	Media Options	Image: I=Import M=Mfr S=Scan	Destroy Paper after Imaged & QC'd?	Comments / Reference
(OFR)								
<i>If the record is not listed here, refer to the Retention for Agency-Wide Standards.</i>								
<i>Retentions begin when the act is completed, and imply a full file folder (e.g. last document + 2 years), since destruction is normally performed by file folder.</i>								
<i>Litigation, complaints, claims, audits, pending public records act requests, and/or investigations suspend normal retention periods (retention resumes after settlement or completion).</i>								
Water Policy	WP-009	Models, Calculations, Projections	P		Mag, Mfr, OD, Per	S	Yes: After QC & OD	Department Preference; GC §60201
Water Policy	WP-010	Presentations, PowerPoints, Public Education Presentations, etc.	When No Longer Required		Ppr			GC §60201
Water Policy	WP-011	Public Affairs	When No Longer Required		Ppr			GC §60201
Water Policy	WP-012	Scientific Studies, Plans, Reports (Final, Prepared for or by the Agency)	P		Mag, Mfr, OD, Per	S	Yes: After QC & OD	Department Preference; GC §60201
Water Policy	WP-013	Studies and Reports - Groundwater (Final, Prepared for or by the Agency)	P		Mag, Mfr, OD, Per	S	Yes: After QC & OD	Department preference; GC §60201
Water Policy	WP-014	Water Accounting (USBR Agreement)	P		Mag, Mfr, OD, Per	S	Yes: After QC & OD	Department preference; GC §60201
Water Policy	WP-015	Wells	P		Mag, Mfr, OD, Per	S	Yes: After QC & OD	Department preference; GC §60201

RECORDS RETENTION SCHEDULE LEGEND

©1995 - 2019 Gladwell Governmental Services, Inc. (909) 337-3516 - all rights reserved
Do not duplicate or distribute without prior written permission

OFR (Office of Record): The department that keeps the original or “record copy.” Usually it is the department that originates the record, unless the item is for a Board of Directors meeting (then it is the Board Secretary.)

Records Description: The record series (a group of like records).

Transitory Records not retained in the ordinary course of business, that do NOT have substantive content: Preliminary drafts, notes, or interagency or intra-agency memoranda and records having only transitory value. Examples: Telephone messages, meeting room reservation schedules, logs, source records entered into a computer system that qualifies as a “trusted system”, etc.

Non-Record: Documents, studies, books and pamphlets produced by outside agencies, preliminary drafts not retained in the ordinary course of business.

Retention/Disposition:

- Active:** How long the file remains in the immediate office area (*guideline*)
- Inactive:** How long the file is in off-site storage, stored on Optical Disk or Microforms (*guideline*)
- Total Retention:** The total number of years the record will be retained

For file folders containing documents with different retention timeframes, use the document with the longest retention time.

P = Permanent

Indefinite = No fixed or specified retention period; used for databases, because the data fields are interrelated.

Vital? = Those records that are needed for basic operations in the event of a disaster.

Media Options (*guideline*) – the form of the record:

- Mag = Computer Magnetic Media (hard drive, disks, tapes, USB Drives, thumb drives, etc.)
- Mfr = Microforms (aperture cards, microfilm, microfiche, or jackets)
- Ppr = Paper
- OD = Optical Disk, CD-r, DVD-r, WORM, or other **media** which **does not allow changes**

Scan / Import (*guideline*):

- “S” indicates the record should be scanned into the document imaging system;
- “I” indicates the record should be electronically imported into the document imaging system;
- “M” indicates the record should be microfilmed

Destroy Paper after Imaged & QC’d: “Yes” indicates the paper version may be destroyed **IF** the document has been imaged (electronically generated, scanned or imported, and both the images and indexing Quality Checked (“QC’d”). The electronic record or image must contain all significant details from the original and be an adequate substitute for the original document for all purposes, and other legal mandates apply. Includes all electronic records which are to serve as the Official Record.

Legend for legal citations (§: Section)

CC: Civil Code (CA)

CFC: California Fire Code

EVC: Evidence Code (CA)

FTB: Franchise Tax Board (CA)

HUD: Housing & Urban Develop. (US)

PC: Penal Code (CA)

USC: United States Code (US)

B&P: Business & Professions Code (CA)

CCP: Code of Civil Procedure (CA)

CFR: Code of Federal Regulations (US)

FA: Food & Agriculture Code

GC: Government Code (CA)

LC: Labor Code (CA)

R&T: Revenue & Taxation Code (CA)

VC: Vehicle Code (CA)

CBC: California Building Code

CCR: California Code of Regulations (CA)

EC: Elections Code (CA)

FC: Family Code (CA)

H&S: Health & Safety Code (CA)

Ops. Cal. Atty. Gen.: Attorney General Opinions (CA)

UFC: Uniform Fire Code

W&I: Welfare & Institutions Code (CA)



MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Frances Mizuno, Assistant Executive Director

DATE: December 12, 2019

RE: Execution of Agreement Between the United States of America and San Luis & Delta-Mendota Water Authority to Transfer the Operation, Maintenance and Replacement and Certain Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals, C.W. "Bill" Jones Pumping Plant, Delta-Mendota Canal/California Aqueduct Intertie Pumping Plant, O'Neill Pumping/Generating Plant, San Luis Drain and Associated Works

BACKGROUND

The Authority entered into an Agreement to Transfer the Operation, Maintenance, and Replacement (OM&R) and Certain Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals, Tracy Pumping Plant and O'Neill Pumping/Generating Plant, San Luis Drain and Associated Works, Contract No. 8-07-20-X0354 (Transfer Agreement) for a term of twenty-five (25) years, effective March 1, 1998, and as amended in 2003 and 2004.

The current agreement term ends on March 1, 2023. However, the Water Authority has a need to complete a renewed Transfer Agreement by December, 2019.

The Authority is seeking funding for infrastructure improvement related to the Jones Pumping Plant (JPP) Unit Motor Rehabilitation Project (Project). There are a total of six units that require rehabilitation for a total Project cost of \$36.1M. The U.S. Bureau of Reclamation (Reclamation) funded rehabilitation of the first unit and the Water Authority is funding the second unit. The Water Authority is seeking funding for the remaining four units and submitted a Letter of Interest (LOI) for the Water Infrastructure and Innovation Act (WIFIA) loan administered by the U.S. Environmental Protection Agency (EPA) in July and has subsequently been accepted to submit an application for a WIFIA loan. This WIFIA financing is expected to be secured by a pledge of net revenue collection from Operations & Maintenance (O&M) rates provided under the Transfer Agreement. Therefore, to secure the WIFIA loan and any other financing necessary for future Extraordinary O&M (EO&M) Projects, the Water Authority must have a Transfer Agreement in place for the term of the loan. The WIFIA loan term can be up to 35 years.

The Authority submitted a request to Reclamation for an early renewal of the Transfer Agreement on June 25, 2019 and began negotiations on a new agreement in November.

ISSUE FOR DECISION

Whether the Board of Directors should authorize the Executive Director to complete the negotiations and the Board Chair to execute the final Transfer Agreement in substantially the form attached and presented to the Board.

OPTIONS AND RECOMMENDATION

We recommend the Board authorize the Executive Director to complete any final negotiations and the Board Chair to execute the final Transfer Agreement.

ANALYSIS

The terms and conditions in the renewed Transfer Agreement remain substantially the same as the current agreement and involve the continued operation and maintenance of existing facilities within established parameters, without an expansion or substantial modification of use. All proposed changes are administrative in nature. The areas to highlight are:

1. The term of the agreement will be thirty-five (35) years effective on January 1, 2020.
2. Several provisions, including the liability/indemnity provision in Article 3, were changed to reflect the standard article language in various Reclamation Directive and Standards. Where helpful, we have negotiated clarifying additions to the standard language.
3. Clarified OM&R definition to include financing, which will help ensure financing costs and interest are OM&R expenses that can be included in O&M revenue collection.
4. Ability for the Authority to obtain delegated authority to issue Temporary Access Permits for use of right-of-way. This allows for more expedient processing of requests for temporary use of right-of-way.
5. Included a definition of Substantial Change which requires Reclamation approval. Current agreement requires the Authority to pay for Reclamation's cost related to review and approval of Substantial Change work. New agreement will be subject to future expected Substantial Change Directives & Standards to allow for Reclamation's costs related to review and approval to be non-reimbursable costs.
6. Removed the requirement to prepare budgets for two years.
7. Changed annual audited financial statements to be completed by August 31 instead of June 30.

IMPLICATIONS

Memo to SLDMWA Board of Directors

December 12, 2019

Page **3** of **3**

A renewed Transfer Agreement must be executed prior to the Authority submitting the WIFIA application. The Transfer Agreement is the mechanism that provides the security for revenue collection from Operations & Maintenance (O&M) rates for repayment for the term of the loan. The term of the loan is expected to be thirty (30) years.

BUDGET

The budget is not impacted by execution of the Transfer Agreement.

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2019-___

RESOLUTION AUTHORIZING THE FILING OF NOTICES OF STATUTORY EXEMPTION AND CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR AND AUTHORIZING EXECUTION OF AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SAN LUIS & DELTA-MENDOTA WATER AUTHORITY TO TRANSFER THE OPERATION, MAINTENANCE AND REPLACEMENT AND CERTAIN FINANCIAL AND ADMINISTRATIVE ACTIVITIES RELATED TO THE SAN LUIS AND DELTA-MENDOTA CANALS, C.W. “BILL” JONES PUMPING PLANT, DELTA-MENDOTA CANAL/CALIFORNIA AQUEDUCT INTERTIE PUMPING PLANT, O’NEILL PUMPING/GENERATING PLANT, SAN LUIS DRAIN, AND ASSOCIATED WORKS

WHEREAS, between 1992 and 1998, the San Luis & Delta-Mendota Water Authority (“Water Authority”) operated and maintained the Delta-Mendota Canal and certain other facilities pursuant to a Cooperative Agreement between the United States and the San Luis & Delta-Mendota Water Authority (Agreement No. 3-FC-20-10820).

WHEREAS, on March 1, 1998, the San Luis & Delta-Mendota Water Authority (“Water Authority”) entered into that certain Agreement to Transfer the Operation, Maintenance, and Replacement (“OM&R”) and Certain Financial and Administrative Activities Related to the San Luis and Delta-Mendota Canals, Tracy Pumping and O’Neill Pumping/Generating Plant, San Luis Drain and Associated Works, Contract No. 8-07-20-X0354 (“OM&R Transfer Agreement”) with the United States of America, which transferred to the Authority OM&R activities for certain CVP facilities, along with certain financial and administrative activities related to those facilities.

WHEREAS, subsequently, the Water Authority and the United States executed two amendments to the OM&R Transfer Agreement, effective February 18, 2003, and June 30, 2004, respectively.

WHEREAS, the current OM&R Transfer Agreement term ends on March 1, 2023, but the Water Authority desires to renew the OM&R Transfer Agreement by the end of December 2019, to allow the Water Authority to secure long-term financing for scheduled and anticipated OM&R activities.

WHEREAS, the Water Authority submitted a request to the United States Bureau of Reclamation for an early renewal of the OM&R Transfer Agreement on June 25, 2019, and conducted negotiations on a renewed OM&R Transfer Agreement in November and December, 2019.

WHEREAS, a draft renewed OM&R Transfer Agreement, a copy of which has been presented to the Board of Directors of the Water Authority (the “Board”) and is on file with the Secretary hereof, provides for continued OM&R of certain CVP facilities within established

parameters, in the same scope and nature of the ongoing CVP project and its existing facilities, for a term of thirty-five (35) years, with opportunity for future renewal.

WHEREAS, the Board is willing to authorize execution of the renewed OM&R Transfer Agreement, subject to such revisions, additions, and deletions as may be negotiated by the Executive Director prior to the execution of the renewed OM&R Transfer Agreement, said execution to provide conclusive evidence of such approval.

WHEREAS, the terms and conditions in the renewed OM&R Transfer Agreement remain substantially the same as the current OM&R Transfer Agreement and involve the continued operation and maintenance of existing facilities within established parameters, without an expansion or substantial modification of use, and therefore the renewed OM&R Transfer Agreement is exempt from further compliance with the California Environmental Quality Act.

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:

Section 1. The facts stated in the recitals above are true and correct, and the Board so finds and determines.

Section 2. Renewal of the OM&R Transfer Agreement will not result in any of the circumstances or effects specified in Title 14 of the California Code of Regulations, section 15300.2.

Section 3. Execution of the renewed OM&R Transfer Agreement is statutorily exempt from compliance with the California Environmental Quality Act as provided in the California Public Resources Code and implemented through Title 14 of the California Code of Regulations, Sections 15260 through 15285, with particular reference to Section 15261, because it is merely a continuation of a project approved, funded and fully operated prior to November 23, 1970, and no modification or alteration in the Central Valley Project or the amount of water delivered is proposed.

Section 4. Execution of the renewed OM&R Transfer Agreement is exempt from the California Environmental Quality Act based on the Board's record of proceedings showing that renewal of the OM&R Transfer Agreement continues existing OM&R activities and involves no increase in existing service, no new construction, expansion, or any modification to the existing distribution system; nor any change in the source of water to be delivered, or the uses to which such supplies will be put.

Section 5. Execution of the renewed OM&R Transfer Agreement is categorically exempt from compliance with the California Environmental Quality Act as provided in Title 14 of the California Code of Regulations, Section 15300 through 15333, with particular reference to Section 15301, because it merely provides for continued operation, maintenance, and replacement of existing facilities.

Section 6. The Water Authority shall prepare and file a Notice of Exemption with the Clerks of Alameda, San Joaquin, Stanislaus, Merced, and Fresno Counties and the Office of

Planning and Research (State Clearinghouse) as provided for in Title 14 of the California Code of Regulations, Section 15062, in substantially the forms attached hereto as Exhibit A.

Section 7. The renewed OM&R Transfer Agreement in substantially the form presented to the Board and on file with the Secretary is hereby approved. The Board hereby authorizes the Executive Director to complete negotiations on the renewed OM&R Transfer Agreement, for an on behalf of the Water Authority.

Section 8. The Board further authorizes Chairman Cannon Michael to execute the renewed OM&R Transfer Agreement in substantially the form attached hereto, once finally negotiated, for and on behalf of the Water Authority, subject to such additions, deletions, and revisions as the Executive Director shall negotiate and recommend prior to execution of the renewed OM&R Transfer Agreement.

Section 9. The Executive Director is further authorized and directed to take all such additional actions, including without limitation, the execution of documents, as may be required or reasonably necessary to carry out the intention of this Resolution and the terms of the renewed OM&R Transfer Agreement approved hereby.

PASSED, APPROVED AND ADOPTED this 12th day of December, 2019, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

Cannon Michael, Chairman
San Luis & Delta-Mendota Water Authority

Attest:

Federico Barajas, Secretary

I hereby certify that the foregoing Resolution No. 2019- _ was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 12th day of December, 2019.

Federico Barajas, Secretary

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SAN LUIS &
DELTA-MENDOTA WATER AUTHORITY TO TRANSFER THE OPERATION,
MAINTENANCE AND REPLACEMENT AND CERTAIN FINANCIAL AND
ADMINISTRATIVE ACTIVITIES RELATED TO THE SAN LUIS AND DELTA-MENDOTA
CANALS, C.W. "BILL" JONES PUMPING PLANT, DELTA-MENDOTA CANAL/
CALIFORNIA AQUEDUCT INTERTIE PUMPING PLANT, O'NEILL
PUMPING/GENERATING PLANT, SAN LUIS DRAIN AND ASSOCIATED WORKS

TABLE OF CONTENTS

<u>Article No.</u>	<u>Title</u>	<u>Page No.</u>
	Preamble	1
	Recitals.....	1
1	Definitions.....	4
2	Term of Agreement.....	7
3	Operation and Maintenance of Project Works.....	9
4	Transfer Inspection	11
5	Capital Improvements and Repairs	11
6	Performance Work Statement, Emergency Action Plans and Notifications.....	12
7	Administration of Federal Project Lands	13
8	Oversight and Participation.....	15
9	Delivery of Water by the Authority	15
10	Resolution of Disputes.....	16
11	Examination, Inspection, and Audit of Project Works, Records, and Reports for Determining Adequacy of OM&R.....	17
12	Cost Recovery for Authority OM&R Activities; Termination of Water Deliveries	18
13	Water Accounting	26
14	Emergency Reserve Fund	27
15	Books, Records, and Reports	28
16	Notification of Third Parties	29

17	Opinions and Determinations	31
18	Charges for Delinquent Payments	32
19	Contamination or Pollution of Federal Property.....	32
20	Assignment Limited: Successors and Assigns Obligated.....	33
21	Contingent on Appropriation or Allotment of Funds	33
22	Officials Not to Benefit.....	33
23	Clean Air and Water	34
24	Compliance with Civil Rights Laws and Regulations	35
25	Equal Opportunity.....	36
26	Notices	37
27	Modifications	37
28	Use of San Luis Drain.....	38
29	Changes in Contractor’s Organization.....	39
30	Protection of Water and Air Quality.....	39
31	Relocation Assistance and Real Property Acquisition.....	40
32	Pest Management	40
33	Medium for Transmitting Payments	41
34	Sustainable Operation and Maintenance.....	41
35	Cooperation/Mutual Aid	41
36	Agreement Drafting Considerations	42
	Signature Page	43

Exhibit A: List of Project Works

Exhibit B: Settlement Contractors

Exhibit C: List of Obligations to Convey and Distribute Water In and From the Project Works

Exhibit D: Baseline OM&R Activities for the San Luis Drain

Exhibit E: Performance Work Statement – Kesterson Reservoir

Exhibit F: Sustainable Operation and Maintenance

Exhibit G: Inspection Reports

This page intentionally left blank

DRAFT

Contract No. 8-07-20-X0354-X

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
Central Valley Project, California

1 AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND SAN LUIS &
2 DELTA-MENDOTA WATER AUTHORITY TO TRANSFER THE OPERATION,
3 MAINTENANCE AND REPLACEMENT AND CERTAIN FINANCIAL AND
4 ADMINISTRATIVE ACTIVITIES RELATED TO THE SAN LUIS AND DELTA-MENDOTA
5 CANALS, C.W. "BILL" JONES PUMPING PLANT, DELTA-MENDOTA CANAL/
6 CALIFORNIA AQUEDUCT INTERTIE PUMPING PLANT, O'NEILL
7 PUMPING/GENERATING PLANT, SAN LUIS DRAIN AND ASSOCIATED WORKS

8 THIS AGREEMENT, effective the _____ day of _____, _____, ("Effective Date")
9 in pursuance generally of the Act of Congress of June 17, 1902 (32 Stat.388), and the acts
10 amendatory thereof or supplementary thereto, including Section 5 of the Act of August 13, 1914
11 (38 Stat. 687), all collectively hereinafter referred to as the Federal Reclamation laws, between
12 the UNITED STATES OF AMERICA, hereinafter referred to as the United States, and the SAN
13 LUIS & DELTA-MENDOTA WATER AUTHORITY, hereinafter referred to as the Authority, a
14 public agency of the State of California, duly organized, existing, and acting pursuant to the laws
15 of the State of California, the United States and the Authority are referred to collectively as the
16 "Parties," and individually as a "Party."

17 WITNESSETH, That:

18 RECITALS

19 a. The United States Bureau of Reclamation has constructed the Delta Division and
20 San Luis Unit of the Central Valley Project (Project) for storage, diversion, carriage and

21 distribution of water for agricultural, flood control, municipal, industrial, domestic and other
22 beneficial uses and purposes; and

23 b. The Authority represents water users who contract with the United States for
24 water service provided by the Delta Division, San Felipe Division, and San Luis Unit of the
25 Project; and

26 c. The United States operates the Delta Division and San Luis Unit of the Project for
27 the benefit, among others, of the water users represented by the Authority; and

28 d. The Authority operated and maintained certain Delta Division and San Luis Unit
29 facilities pursuant to that certain Cooperative Agreement No. 3-FC-20-10820 Cooperative
30 Agreement between the Parties dated September 30, 1992, and as modified on October 7, 1993;
31 and

32 e. The Authority operates and maintains certain Delta Division and San Luis Unit
33 facilities pursuant to that certain Agreement to Transfer the Operation, Maintenance, and
34 Replacement (OM&R) and Certain Financial and Administrative Activities Related to the San
35 Luis and Delta-Mendota Canals, Tracy Pumping and O'Neill Pumping/Generating Plant, San
36 Luis Drain and Associated Works, Contract No. 8-07-20-X0354 (Transfer Agreement) between
37 the Parties for a term of twenty-five (25) years, effective March 1, 1998, as amended
38 February 18, 2003; and

39 f. For the recovery and collection of OM&R Costs associated with the delivery of
40 Settlement Water, the Authority entered that certain Memorandum of Understanding Relating to
41 Allocation, Collection and Payment of Operation, Maintenance & Replacement Costs for Water
42 Delivered Through Certain Central Valley Project Facilities (MOU) effective March 1, 1998,
43 amended September 1, 2002, with the Friant Water Users Authority, which was then assigned to

44 the Friant Water Authority effective June 30, 2004, with said change incorporated into the
45 Transfer Agreement through a second amendment effective June 30, 2004; and

46 g. The Authority requested initiation of the renewal process for the continued
47 OM&R of the Project Works under Contract No. 8-07-20-X0354 by letter dated June 25, 2019;
48 and

49 h. The Authority has demonstrated its ability to operate and maintain such facilities
50 to the satisfaction of the Contracting Officer and in a manner which best and most economically
51 serves the water users relying on those facilities; and

52 i. It is deemed to be in the best interests of the Parties and the Project's water users
53 that the continued OM&R, as well as certain administrative and financial activities, of the Project
54 Works be transferred to the Authority as the Operating Non-Federal Entity by renewing the
55 Transfer Agreement; and

56 j. The United States also believes it to be in the best interests of the Parties and the
57 Project's water users to transfer to the Authority the administrative and financial responsibility to
58 continue to perform and hereafter fund the Authority's OM&R of the Project Works while the
59 United States retains the responsibility to fund Capital Improvement costs of the Project Works;
60 and

61 k. The Authority is willing to assume the OM&R of the Project Works as the
62 Operating Non-Federal Entity and perform the enumerated administrative and financial activities
63 in accordance with the terms and conditions herein set forth; and

64 l. The National Environmental Policy Act compliance requirement for execution of
65 this Agreement has been met by the Categorical Exclusion dated November 12, 2019; and

66 In consideration of the mutual and dependent covenants herein contained, the
67 Parties mutually agree as follows:

68 DEFINITIONS

69 1. When used in this Agreement, the term:

70 (a) "Capital Improvement" shall mean any activity that extends the useful life
71 of a property, plant or equipment asset, expands the capacity or efficiency of an asset, or
72 otherwise upgrades an asset to serve needs different from, or significantly greater than, an asset's
73 current use, or as defined in the *Blue Book* entitled Federal Replacements, Units, Service Lives,
74 Factors, as it exists on the date of this Agreement or in accordance with Federal law and
75 accounting standards, or any other regulations, policies, guidelines, or instructions adopted
76 thereunder.

77 (b) "Irrigation Water" shall mean the use Project Water or Other Water to
78 irrigate land primarily for the production of commercial agricultural crops or livestock, and
79 domestic and other uses that are incidental thereto.

80 (c) "Municipal and Industrial Water" or "M&I Water" shall mean the use of
81 Project Water or Other Water for municipal, industrial, and miscellaneous purposes not falling
82 under the definition of "Irrigation Water" or within another category of water use under
83 applicable Federal authority.

84 (d) "Operation, Maintenance and Replacement" or "OM&R" shall mean the
85 complete operation and maintenance of the Project Works, including performing, funding, and
86 financing such repairs and replacements as are normally considered part of annual operation and
87 maintenance functions and not considered Capital Improvement costs of the Project in
88 accordance with the *Blue Book* entitled Federal Replacements, Units, Service Lives, Factors, as it
89 exists on the date of this Agreement or in accordance with Federal law or any other regulations,

90 policies, guidelines or instructions adopted thereunder. OM&R shall include the performance,
91 funding, and financing of emergency or unusual operation and maintenance or extraordinary
92 operation and maintenance costs, unusual or extraordinary repair or replacement costs, and
93 betterment costs, but only to the extent the costs thereof are not considered Capital Improvement
94 costs of the Project in accordance with the *Blue Book* referenced above as it exists on the date of
95 this Agreement or in accordance with Federal law or any other regulations, policies, guidelines
96 or instructions adopted thereunder. Notwithstanding the foregoing, OM&R shall also include
97 Capital Improvements, as that term is defined in Article 1(a) which the Authority chooses to
98 accomplish and finance pursuant to Article 5(b).

99 (e) “Other Water” shall mean water other than water conveyed or delivered
100 pursuant to Water Delivery Contracts which the United States has a legal or contractual
101 obligation to convey or deliver through the Project Works. Other Water includes, without
102 limitation, water to be conveyed through the Project Works (1) pursuant to contracts under the
103 Warren Act (43 USC 523, et seq.), Section 305 of the Act of March 5, 1992 (106 Stat. 59),
104 Section 3408(c) of the Central Valley Project Improvement Act (106 Stat. 4706), and
105 Section 215 of the Reclamation Reform Act of 1982 (96 Stat. 1263); (2) under other wheeling or
106 conveyance agreements binding on the Secretary; (3) in accordance with agreements for
107 conveyance of water to wildlife refuges and wildlife management areas; and (4) to satisfy other
108 legally imposed environmental obligations of the Secretary.

109 (f) “Party Entitled to Utilize or Receive Other Water” shall mean the party
110 required to pay the Authority the amounts described in Article 12 in connection with the delivery
111 of Other Water. In the case of Other Water delivered to satisfy agreements for conveyance of
112 water to wildlife refuges and wildlife management areas, as well as other legally imposed

113 environmental obligations of the Secretary, the Party Entitled to Utilize or Receive Other Water
114 (and therefore required to pay the Authority the amounts described in Article 12 in connection
115 with the delivery thereof) shall be the Contracting Officer.

116 (g) "Project" shall mean the Central Valley Project owned by the United
117 States and managed by the Department of Interior, Bureau of Reclamation.

118 (h) "Project Water" shall mean all water that is developed, diverted, stored, or
119 delivered by the Secretary in accordance with the statutes authorizing the Project and in
120 accordance with the terms and conditions of water rights acquired pursuant to California law.

121 (i) "Project Works" shall mean those facilities listed or described on the
122 attached Exhibit A, which are incorporated herein by this reference, including: the Delta-
123 Mendota Canal and related in-line control facilities; wasteways, laterals, holding reservoirs,
124 turnouts and measuring devices, associated water level control devices and water level recording
125 instruments; appurtenant equipment, structures and maintenance buildings; the Jones Pumping
126 Plant; the O'Neill Pumping/Generating Plant; the Delta-Mendota Canal/California Aqueduct
127 Intertie Pumping Plant; the San Luis Drain; the Kesterson Reservoir; and such other facilities as
128 the Parties may agree by modification of Exhibit A, without amending this Agreement.

129 (j) "Secretary" or "Contracting Officer" shall mean the Secretary of the
130 United States Department of the Interior or his/her duly authorized representative.

131 (k) "Settlement Contractors" shall mean those contractors listed on the
132 attached Exhibit B entitled to receive certain water service through the Project Works without
133 charge.

134 (l) "Settlement Water" shall mean the water the Settlement Contractors are
135 entitled to receive from the Project Works without charge.

136 (m) “Substantial Change” shall mean a modification in, or addition to, Project
137 Works which involves changes in the original design intent, function, and/or operational
138 parameters of the facility, or changes in benefits of the Project Works, including non-routine
139 maintenance activities that involve construction or reconstruction of a portion of the facility.

140 (n) “Water Delivery Contract” shall mean (1) any contract entered into by the
141 Secretary under the provisions of Sections 9(c), 9(d) or 9(e) of the Reclamation Project Act of
142 1939 [43 USC 485h (c), (d) and (e)] or Section 3404 of the Central Valley Project Improvement
143 Act (106 Stat. 4706) pursuant to which Project Water is to be supplied from or through the
144 Project Works and (2) any exchange contract, water rights settlement contract or similar
145 agreement pursuant to the terms of which water is to be supplied by the Secretary from or using
146 the Project Works.

147 (o) “Water Delivery Contractor” shall mean a party holding a Water Delivery
148 Contract with the United States.

149 (p) “Year” shall mean the period from and including the first day of March of
150 each calendar year through and including the last day of February of the following calendar year.

151 TERM OF AGREEMENT

152 2. (a) This Agreement shall be effective as of the Effective Date and shall
153 remain in effect for thirty-five (35) years thereafter; *Provided, That* this Agreement is not
154 terminated at an earlier date pursuant to Article 2(b) below. Subject to modification acceptable
155 to the Contracting Officer and the Authority, the Authority shall have the option to renew this
156 Agreement for successive periods not to exceed thirty-five (35) years each by providing written
157 notice of such to the Contracting Officer not more than one (1) year, but not less than six (6)
158 months, prior to the end of the then-current term, unless by mutual agreement to renew sooner.

159 (b) The Contracting Officer may terminate this Agreement at any time before
160 the expiration of its term whenever the Contracting Officer determines that the Authority is in
161 substantial violation of the Agreement as provided in this Article 2(b); *Provided, That* prior to
162 the effective date of any such termination, the Contracting Officer shall first notify the Authority
163 in writing of, the specific purported deficiencies of the Authority in carrying out the terms and
164 conditions of this Agreement. It is the intent of the Parties that disputes be resolved pursuant to
165 this Article 2(b) as expeditiously as is reasonably possible without the necessity of other relief at
166 law or in equity. If after the designated representative of the Authority has met with the
167 Contracting Officer or his or her designated representative and attempt in good faith and with the
168 use of best efforts to resolve any dispute arising from the purported deficiency an agreement is
169 not reached, the Contracting Officer may issue a notice of proposed termination, which includes
170 the specific deficiencies of the Authority's performance under this Agreement. The Authority
171 shall have at least ninety (90) days from receipt of the written notice of proposed termination to
172 correct all deficiencies referred to in said written notice; *Provided, That* in the event of a
173 condition which threatens the safety or integrity of the Project Works, the Contracting Officer
174 may specify a shorter correction period which the Contracting Officer determines to be
175 appropriate under the circumstances. In the event the Authority does not correct all deficiencies
176 referred to in said written notice within the applicable period, the Contracting Officer may
177 thereafter terminate this Agreement upon thirty (30) days prior written notice to the Authority.
178 Any termination pursuant to this Article shall be subject to the rights and obligations of the
179 Parties as more specifically set forth in this Agreement.

180 (c) The Authority may at any time, upon giving twelve (12) months written
181 notice, terminate this Agreement; *Provided, That* such termination shall not relieve the Authority

182 of any of its duties, liabilities or obligations accruing from the effective date of this Agreement to
183 the effective date of such termination, except insofar as the Authority lacks funding to perform
184 such obligations due to a failure by the United States to meet any of its obligations under this
185 Agreement.

186 (d) Upon any termination of this Agreement, the United States will take over
187 from the Authority the care, OM&R of the Project Works and the Authority shall transfer to the
188 United States (1) title to all tools, vehicles, supplies, and equipment transferred under Article
189 3(b) of the original agreement 8-07-20-X0354 (to the extent still on hand) or purchased by the
190 Authority for the purposes of this Agreement, and (2) any funds in its possession which were
191 collected for, or allocated to, the OM&R of the Project Works for the then-current Year which
192 are in excess of the obligations of the Authority for the OM&R of the Project Works. All other
193 funds and reserves in the Authority's possession, including without limitation all other funds
194 collected for, or allocated to, the OM&R of the Project Works and the reserve funds established
195 under Article 14 shall be retained or distributed by the Authority in accordance with the direction
196 of the Authority's board of directors.

197 (e) An Agreement review must be performed at least every fifteen (15) years.
198 A more frequent review will be established if determined to be appropriate by the Contracting
199 Officer. The review and update will be limited to focus on this Agreement's standard articles
200 and incorporation of any new statutory requirements applicable to this Agreement.

201 OPERATION AND MAINTENANCE OF PROJECT WORKS

202 3. (a) The Contracting Officer has transferred, and the Authority has accepted
203 and assumed the care, OM&R of the Project Works. Title to the Project Works will remain in
204 the name of the United States, unless otherwise provided by the Congress of the United States.

205 (b) The Authority, without expense to the United States, will care for, OM&R
206 the Project Works in full compliance with the terms of this Agreement and in such a manner that

207 the Project Works remain in good and efficient condition, subject to exercise of discretion to
208 fund and carry out Capital Improvements, as described below in Article 5(b).

209 (c) Necessary repairs of the Project Works will be made promptly by the
210 Authority. In case of unusual conditions or serious deficiencies in the OM&R of the Project
211 Works threatening or causing interruption of water service, the Contracting Officer may issue to
212 the Authority a special written notice of those necessary repairs. Except in the case of an
213 emergency, the Authority will be given sixty (60) days to either make the necessary repairs or
214 submit a plan for accomplishing the repairs acceptable to the Contracting Officer. In the case of
215 an emergency, or if the Authority fails to either make the necessary repairs or submit a plan for
216 accomplishing the repairs acceptable to the Contracting Officer within sixty (60) days of receipt
217 of the notice, the Contracting Officer may cause the repairs to be made, and the cost of those
218 repairs will be paid by the Authority as directed by the Contracting Officer.

219 (d) The Authority will not make any Substantial Changes in the Project
220 Works without first obtaining written consent of the Contracting Officer.

221 (e) The Authority agrees to indemnify the United States for, and hold the
222 United States and all of its representatives harmless from, all damages resulting from suits,
223 actions, or claims of any character, except for intentional torts committed by employees of the
224 United States, brought on account of any injury to any person or property arising out of any act,
225 omission, neglect, or misconduct in the manner or method of performing any construction, care,
226 operation, maintenance, supervision, examination, inspection, or other duties of the Authority or
227 the United States on Project Works required under this Agreement, regardless of who performs
228 those duties.

229 (f) Omitted.

230 (g) In the event the Authority is found to be operating the Project Works or
231 any part thereof in violation of this Agreement or the Authority is found to be failing any
232 financial commitments or other commitments to the United States under the terms and conditions
233 of this Agreement, then upon the election of the Contracting Officer, the United States may take
234 over from the Authority the care, OM&R of the Project Works by giving written notice to the
235 Authority of such election and the effective date thereof. Thereafter, during the period of
236 operation by the United States, upon notification by the Contracting Officer the Authority will
237 pay to the United States, annually in advance, the cost of the OM&R of the Project Works as
238 determined by the Contracting Officer. Following written notification from the Contracting
239 Officer the care, OM&R of the Project Works may be transferred back to the Authority.

240 (h) In addition to all other payments to be made by the Authority under this
241 Agreement, the Authority will pay to the United States, following the receipt of a statement from
242 the Contracting Officer, all reimbursable miscellaneous costs to be incurred by the United States
243 for any work involved in the administration and supervision of this Agreement.

244 (i) Nothing in this Article will be deemed to waive the sovereign immunity of
245 the United States.

246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269

TRANSFER INSPECTION

4. The Authority has been the Operating Non-Federal Entity for the Project Works since 1992. Joint inspections of the Project Works have been conducted by the United States and the Authority since 1997. The inspection report signature pages are attached to this Agreement as Exhibit G.

CAPITAL IMPROVEMENTS AND REPAIRS

5. (a) Nothing in this Agreement shall be construed to require the Authority to make or fund improvements, modifications, replacements or repairs of any nature to the Project Works, the costs of which should be or will be added to the Capital Improvement costs of the Project. The identification of Capital Improvements shall be made in accordance with Federal law or any regulations, policies, guidelines or instructions adopted thereunder. The Contracting Officer's determination of whether the costs of any improvements, modifications, replacements or repairs should be or will be added to the Capital Improvement costs of the Project shall be accepted by the Authority after the Contracting Officer has conferred in good faith with the Authority with respect thereto; *Provided, That* such determination shall be subject to review by a court having jurisdiction over the dispute. The Authority shall act in accordance with such determination unless and until it is reversed or modified. The Authority shall submit annual OM&R work forecasts at the start of each Year. The OM&R work forecasts shall include all work to project facilities that is projected to be done in the following Year and work to be done in the next three (3) Years. Following the completion of a Review of Operation and Maintenance (RO&M) examination of the Project Works as set forth in Article 11 of this Agreement, if that Review examination identifies a potential Capital Improvement, and at such other times as the Parties agree are necessary, the Authority and the Contracting Officer shall confer to identify any Capital Improvements planned or necessary for the Project Works for the

270 next ten (10) years and agree upon the mechanism for accomplishing and financing the Capital
271 Improvements.

272 (b) Notwithstanding the provisions of Article 5(a), in the event the Authority
273 identifies Capital Improvements it deems necessary for the OM&R of the Project Works and the
274 Contracting Officer is unable or unwilling to provide a mechanism for accomplishing and
275 financing such Capital Improvements, the Authority may proceed with the accomplishment and
276 financing of such Capital Improvements and deem the costs thereof to be OM&R costs
277 hereunder, regardless of whether such costs are added to the Capital Improvement costs of the
278 Project under Article 5(a). Such Capital Improvements may include, without limitation, the
279 acquisition, repair or replacement of personal property (such as motor vehicles and heavy
280 equipment) and the construction or improvement of structures utilized by the Authority in
281 connection with the OM&R of the Project Works.

282 PERFORMANCE WORK STATEMENT, EMERGENCY ACTION PLANS AND
283 NOTIFICATIONS

284 6. (a) The Authority shall maintain the Project Works in such a manner that the
285 Project Works shall remain in good and efficient condition for the storage, diversion and carriage
286 of water. The Authority shall perform the OM&R of the Project Works consistent with the
287 guidelines provided by existing Designer's Operating Criteria, standard operation procedures
288 (SOPs) and/or manufacturer's technical manuals for the Project Works, in accordance with such
289 sound engineering practices as have been or may be developed for the Project Works, and in
290 accordance with applicable Federal, State and local environmental laws. Deviations from or
291 changes to these standards shall be approved by the Contracting Officer.

292 (b) The Authority shall prepare such Emergency Action Plans (EAPs) for the
293 Project Works as are required by governmental agencies with jurisdiction over the Authority’s
294 operations. The Authority shall furnish copies of any such plans to the Contracting Officer.

295 (c) In addition to implementing Article 6(a), the Authority shall notify the
296 Contracting Officer as soon as reasonably practicable after initial observation by the Authority of
297 any event or situation which threatens (1) the safety or integrity of the Project Works, or (2) the
298 well-being of humans or property located adjacent to the Project Works. Notwithstanding
299 Article 26, such notification shall be made telephonically or by via electronic mail rather than by
300 mail.

301 (d) The Authority shall submit monthly reports to the Contracting Officer
302 outlining all work accomplished.

303 (e) The Authority shall annually review, and as necessary update, all SOPs
304 and EAPs and provide such updates to the Contracting Officer.

305 (f) The performance work statement (PWS) will consist of the OM&R work
306 forecast, current SOPs for all the major facilities, and EAPs as applicable.

307 ADMINISTRATION OF FEDERAL PROJECT LANDS

308 7. (a) (1) The lands and interests in lands acquired, withdrawn, or reserved
309 and needed by the United States for the purposes of care, OM&R of the Project Works
310 (collectively, “Project Work Lands”) may be used by the Authority for such purposes without
311 being charged any administrative fees therefor. The Authority shall ensure that no unauthorized
312 encroachment occurs on Federal Project lands and rights-of-way. The Authority does not have
313 the authority to issue any land-use agreement or grant that conveys an interest in Federal real
314 property, nor to lease or dispose of any interest of the United States.

315 Where there are existing unauthorized encroachments as of the Effective Date on Project Works
316 Lands, the Authority will work with the Contracting Officer to resolve the encroachments to the
317 Contracting Officer’s satisfaction. For the purposes of this Agreement “encroachment” means

318 any unauthorized building, structure, or object of any kind or character placed, into, over, or
319 under any Project Works Lands.

320 (2) The Contracting Officer shall not issue any rights-of-way across
321 Project Works Lands or any leases, licenses, permits, or special-use agreements involving
322 Project Works Lands until the Contracting Officer has determined that the grant is compatible
323 with the Project purposes and with the OM&R of the Project Works. The Contracting Officer
324 shall issue such rights-of-way across Project Works Lands or any leases, licenses, permits or
325 special-use agreements involving Project Works Lands only after offering the Authority the
326 opportunity to provide appropriate comment concerning the request. Requests for such grants
327 that are received by the Authority shall be referred to the Contracting Officer along with
328 appropriate comment concerning the request. A copy of all such grants issued by the
329 Contracting Officer shall be provided to the Authority.

330 (b) The Authority shall regularly inspect the Project Works Lands to identify
331 any trespass and determine the general condition of the real property itself. Cases of trespass
332 shall be corrected, where possible, by the Authority. Trespass cases which the Authority feels
333 may require undue time and/or expense to correct shall be referred without delay to the
334 Contracting Officer for resolution.

335 (c) The Authority shall review land-use requests for compatibility within
336 Project Works Lands. The Contracting Officer shall remain responsible for review and action
337 upon all requests for use of the Project Works or Project Works Lands unless a delegation of
338 authority to the Authority is otherwise provided for by the express written consent of the
339 Contracting Officer.

340 (d) The United States retains responsibility for compliance with the National
341 Historic Preservation Act of 1966, and the Native American Graves Protection and Repatriation

342 Act of 1990. The Authority will notify the Contracting Officer and, only when on tribal land,
343 also notify the appropriate tribal official, immediately upon the discovery of any potential
344 historic properties or Native American human remains, funerary objects, sacred objects, or
345 objects of cultural patrimony.

346 OVERSIGHT AND PARTICIPATION

347 8. (a) The Contracting Officer shall, to the greatest extent possible, afford the
348 Authority the opportunity to review and comment on preliminary and final development plans,
349 environmental documents and other documents which affect the Project Works. The Authority's
350 comments shall be provided to the Contracting Officer; and

351 (b) The Parties shall, to the greatest extent possible, afford each other the
352 opportunity to participate with city, county, State and Federal governments, or governmental
353 groups and private concerns in meetings, hearings and other activities affecting the Project
354 Works. The Parties shall keep each other informed of these activities.

355 DELIVERY OF WATER BY THE AUTHORITY

356 9. (a) The Authority shall convey and distribute water in and from the Project
357 Works in accordance with the directives of the Contracting Officer so that the Contracting
358 Officer can satisfy all valid water delivery obligations of the United States from the Project
359 Works, including without limitation all water delivery obligations of the United States under
360 Water Delivery Contracts and for the delivery of Other Water. The Authority shall deliver water
361 to each Water Delivery Contractor or Party Entitled to Utilize or Receive Other Water entitled
362 thereto from the Project Works through turnouts or such temporary diversion facilities as are
363 specified in then-existing Water Delivery Contracts or other arrangements or agreements relating
364 to Other Water specifying such turnouts and delivery points, or as may be agreed to by such
365 Water Delivery Contractor(s) or Party Entitled to Utilize or Receive Other Water, the Authority,
366 and the Contracting Officer.

367 (b) A complete list of all valid obligations of the United States to convey and
368 distribute water in and from the Project Works is attached as Exhibit C and incorporated herein
369 by this reference. Exhibit C indicates whether each obligation is under a Water Delivery
370 Contract or is for the delivery of Other Water. The Contracting Officer shall modify Exhibit C
371 as such obligations change or as new obligations are added.

372 (c) Prior to the Contracting Officer entering into, renewing or amending any
373 Water Delivery Contract or any other agreement which requires or permits the conveyance of
374 water through any of the Project Works, the Contracting Officer shall consult with the Authority
375 about the terms of such contract action, and shall provide the Authority the opportunity to review
376 and comment thereon. Any such contract action shall be taken by the Contracting Officer only
377 after the Contracting Officer has given due consideration to, and has taken all reasonable actions
378 to mitigate the impacts of such contract action on (1) the quantity or quality of water available to
379 Water Delivery Contractors, or Parties Entitled to Utilize or Receive Other Water, as of the date
380 of this Agreement, and (2) the ability of the Authority to perform its obligations under this
381 Agreement. The Contracting Officer shall provide the Authority a copy of all contracts entered
382 into with Water Delivery Contractors or Parties Entitled to Utilize or Receive Other Water
383 utilizing the Project Works for delivery or conveyance.

384 RESOLUTION OF DISPUTES

385 10. Should any dispute arise concerning delivery or conveyance of water by the
386 Authority through the Project Works between the Authority, any Water Delivery Contractor(s)
387 and/or any Party(ies) Entitled to Utilize or Receive Other Water from or through the Project
388 Works, which the Authority concludes cannot be resolved through negotiations with the other
389 party(ies) to the dispute, the Authority shall provide its position with respect to such dispute to
390 the other party(ies) thereto in writing. Within sixty (60) days after such notice is provided, the

391 dispute shall be referred to the Contracting Officer for resolution. The Contracting Officer's
392 resolution of the dispute shall be accepted by the Authority and other party(ies) thereto as final
393 and conclusive and the Authority and the other party(ies) shall promptly comply with said
394 decision and shall operate the Project Works in conformance with such decision until the same is
395 stayed, reversed or modified by a decision of a court of competent jurisdiction.

396 EXAMINATION, INSPECTION, AND AUDIT OF PROJECT WORKS, RECORDS, AND
397 REPORTS FOR DETERMINING ADEQUACY OF OM&R

398 11. (a) The Contracting Officer may examine the following: the Authority's
399 books, records, and reports with respect to OM&R obligations under this Agreement; the Project
400 Works being operated by the Authority; the adequacy of the OM&R program; the reserve fund;
401 and the water conservation program including the water conservation fund, if applicable.
402 Notwithstanding title ownership, where the United States retains a financial, physical, or liability
403 interest in facilities either constructed by the United States or with funds provided by the United
404 States, the Contracting Officer may examine any or all of the Project Works providing such
405 interest to the United States.

406 (b) The Contracting Officer may, or the Authority may ask the Contracting
407 Officer to, conduct special inspections of any Project Works being operated by the Authority and
408 special audits of the Authority's books and records to ascertain the extent of any OM&R
409 deficiencies to determine the remedial measures required for their correction and to assist the
410 Authority in solving specific problems. Except in an emergency, any special inspection or audit
411 shall be made only after written notice thereof has been delivered to the Authority by the
412 Contracting Officer.

413 (c) The Authority shall provide access to the Project Works, operate any
414 mechanical or electrical equipment, and be available to assist in the examination, inspection, or
415 audit.

416 (d) The Contracting Officer shall prepare reports based on the examinations,
417 inspections, and audits and furnish copies of such reports and any recommendations to the
418 Authority.

419 (e) The costs incurred by the United States in conducting OM&R
420 examinations, inspections, and audits and preparing associated reports and recommendations
421 related to high- and significant-hazard dams and associated facilities shall be nonreimbursable.
422 Associated facilities include carriage, distribution, and drainage systems; pumping and pumping
423 generating plants; powerplant structures; tunnels/pipelines; diversion and storage dams (low-
424 hazard); Type 2 bridges which are Reclamation-owned bridges not located on a public road;
425 regulating reservoirs (low-hazard); fish passage and protective facilities, including hatcheries;
426 river channelization features; rural/municipal water systems; desalting and other water treatment

427 plants; maintenance buildings and service yards; facilities constructed under Federal loan
428 programs (until paid out); and recreation facilities (reserved works only); and any other facilities
429 as determined by the Contracting Officer.

430 (f) Expenses incurred by the Authority, as applicable, in participating in the
431 OM&R site examination will be borne by the Authority.

432 (g) Requests by the Authority for consultations, design services, or
433 modification reviews, and the completion of any OM&R activities identified in the formal
434 recommendations resulting from the examinations (unless otherwise noted) are to be funded as
435 project OM&R and are reimbursable by the Authority to the extent of current OM&R
436 allocations.

437 (h) Site visit special inspections that are beyond the regularly scheduled
438 OM&R examinations conducted to evaluate particular concerns or problems and provide
439 assistance relative to any corrective action (either as a follow up to an OM&R examination or
440 when requested by the Authority) shall be nonreimbursable.

441 (i) The Contracting Officer may provide the State of California an
442 opportunity to observe and participate in, at its own expense, the examinations and inspections.
443 The State of California may be provided copies of reports and any recommendations relating to
444 such examinations and inspections.

445 COST RECOVERY FOR AUTHORITY OM&R ACTIVITIES; TERMINATION OF WATER
446 DELIVERIES

447 12. As of the Effective Date, the Authority shall be responsible for directly funding
448 the OM&R of the Project Works transferred hereby. Except as otherwise provided herein, the
449 Parties acknowledge that the United States will no longer provide funding through the
450 appropriations process for such OM&R. The United States hereby delegates to the Authority all
451 required authority under statutes, contracts, regulations, and policies to collect for OM&R of the
452 Project Works. The procedures and authorities to be utilized by the Authority for such direct
453 funding are set forth in this Article 12.

454 (a) OM&R Budgets. Not later than ninety (90) days before the start of each
455 Year, the Authority shall submit to each Water Delivery Contractor, and all Parties Entitled to
456 Utilize or Receive Other Water, the proposed budget for the next Year for all activities of the
457 Authority to be carried out under this Agreement. The budget so developed shall include

458 amounts necessary to establish the reserve fund described in Article 14 and such other reserves
459 as may be determined to be necessary by the Authority. The Authority shall afford each Water
460 Delivery Contractor and all Parties Entitled to Utilize or Receive Other Water the opportunity to
461 submit comments on such proposed budget by sixty (60) days before commencement of the
462 Year. Except as otherwise provided in the Memorandum of Understanding described in
463 Article 12(f), any dispute(s) regarding the proposed budget shall be resolved in the manner
464 described in Article 10. The Authority shall submit the final budget for each Year to the
465 Contracting Officer prior to the start of that Year. The Authority shall use reasonable efforts to
466 perform its responsibilities under this Agreement in accordance with the applicable final budget.

467 (b) Cost Recovery Methodology. The Authority shall develop a methodology
468 to recover all costs incurred by the Authority in carrying out its responsibilities under this
469 Agreement, including without limitation all costs described in the budgets prepared pursuant to
470 Article 12(a).

471 (1) The Authority's cost recovery methodology shall (i) provide for the
472 equitable allocation of the costs to be recovered among Water Delivery Contractors with an
473 obligation to pay for water delivered or conveyed through the Project Works and all Parties
474 Entitled to Utilize or Receive Other Water with an obligation to pay therefor, including without
475 limitation the Contracting Officer; (ii) provide for the equitable allocation of the costs to be paid
476 to the Authority pursuant to the Memorandum of Understanding described in Article 12(f); and
477 (iii) clearly set forth the manner in which all such costs shall be collected by the Authority,
478 including deadlines for payments and/or deposits required of Water Delivery Contractors and all
479 Parties Entitled to Utilize or Receive Other Water under the methodology.

480 (2) Such methodology shall recover costs in lieu of the conveyance
481 OM&R cost component, the conveyance pumping OM&R cost component and the San Luis
482 Drain OM&R cost component heretofore calculated by the United States pursuant to its
483 ratesetting policies for the Project. In addition to OM&R costs for directly funding the OM&R
484 of the Project Works, such methodology shall recover (i) power costs for conveyance pumping
485 incurred by the United States for the production or transmission of such power; and (ii) amounts
486 due from the United States to the State of California, Department of Water Resources
487 (hereinafter referred to as “DWR”), for the Federal share of facilities designated “joint use
488 facilities” and “Federal-only facilities” pursuant to that certain agreement dated December 30,
489 1961, and Supplement No. 1 to said Agreement, dated May 26, 1971, between the United States
490 and the State of California relating to the San Luis Unit (Contract No. 14-06-200-9755), as
491 amended, that are payable by the Water Delivery Contractors, Parties Entitled to Utilize or
492 Receive Other Water, and contractors in the Friant Division pursuant to the Memorandum of
493 Understanding described in Article 12(f), in connection with the delivery or conveyance of water
494 through the Project Works.

495 (3) The Authority’s cost recovery methodology and any subsequent
496 amendments thereto shall be approved by the Authority and provided to all parties with payment
497 obligations under this Article 12 by December 1 of each year, or not less than sixty (60) days
498 prior to the effective date of any amendment thereof. Except as otherwise specified in the
499 Memorandum of Understanding described in Article 12(f), any dispute(s) regarding the
500 Authority's cost recovery methodology shall be resolved in the manner described in Article 10.
501 The Contracting Officer has approved the Authority’s initial cost recovery methodology. All

502 proposed amendments shall be submitted to the Contracting Officer for review and comment
503 concurrent with the dissemination to all parties with payment obligations noted above.

504 (c) Deficiencies in Cost Recovery. The Authority is not obligated to provide
505 funding from non-Federal sources for the cost of delivering water to Water Delivery Contractors
506 or Parties Entitled to Utilize or Receive Other Water who do not pay the Authority in full for the
507 OM&R of the Project Works.

508 (1) In the event any Water Delivery Contract or obligation to deliver
509 Other Water provides for or results in the payment of less than all of the costs to be recovered by
510 the Authority in accordance with Article 12(b) (a “deficiency”), whether resulting from the
511 inadequacy of contract provisions between the Water Delivery Contractor or Party Entitled to
512 Utilize or Receive Other Water and the United States to cover the Authority's OM&R costs,
513 delinquency in payment of amounts due as described in Article 12(d), or otherwise, the United
514 States shall pay to the Authority the amount of any such deficiency.

515 (2) Except as otherwise provided under this Article 12(c), payment for
516 such deficiencies shall be made through a separate service contract or such other appropriate
517 legal instrument as may be entered into by the Parties from time to time, by the terms of which
518 the United States agrees to pay or provide funding to the Authority for water delivery services
519 provided under this Agreement to the United States on behalf of the parties incurring the
520 deficiencies. The solicitation and award of any service contract shall be made pursuant to the
521 applicable Federal acquisitions laws, regulations, and policies governing such contracts,
522 including the Federal Acquisition Regulations (FAR), and the Department of the Interior and
523 Bureau of Reclamation Acquisition Regulations. Payments made by the United States to the
524 Authority for such deficiencies shall become the financial obligation of the deficient Water

525 Delivery Contractor or Party Entitled to Utilize or Receive Other Water to the Contracting
526 Officer.

527 (3) If payments for deficiencies as provided in this Article 12(c) are
528 not timely made by the United States in accordance with said service contract or other
529 appropriate legal instrument, the Authority may exercise its rights under Article 12(d).

530 (d) Termination of Water Deliveries. Subject to subparagraphs (1) - (3) of
531 this Article 12(d), in the event any amount due to or to be collected by the Authority from a
532 Water Delivery Contractor or Party Entitled to Utilize or Receive Other Water pursuant to
533 Article 12 is not paid when due (a “delinquency”), the Authority is authorized by the United
534 States to discontinue delivery and conveyance of water to or for such Water Delivery Contractor
535 or Party Entitled to Utilize or Receive Other Water until such time as the delinquency is cured.

536 (1) The Authority shall give the Contracting Officer and the
537 delinquent party written notice of the delinquency and of the date deliveries will be terminated if
538 the delinquency is not cured. The Contracting Officer and the Authority shall agree in writing on
539 the appropriate timing and length of such notice period.

540 (2) In the event, and only in the event, the Contracting Officer directs
541 the Authority in writing to deliver or convey water to or for a delinquent party, the United States
542 shall be liable to the Authority for the costs to be recovered from such party under Article 12(c)
543 of this Agreement, and the Authority shall have no obligation to collect any amounts associated
544 with such water from the delinquent parties.

545 (3) For purposes of this Article 12(d), in the event the Friant Water
546 Authority is unable to collect and remit to the Authority amounts to be paid by the Friant
547 Division Contractors pursuant to the Memorandum of Understanding described in Article 12(f),

548 following the notice described in Article 12(d)(1), the Contracting Officer shall be deemed to
549 have directed the Authority to deliver or convey Settlement Water despite a delinquency, and the
550 United States shall be liable to the Authority for the costs to be recovered on account of such
551 Settlement Water under this Agreement. The United States shall pay the costs associated with
552 any such water on the same terms and conditions as would otherwise apply to the applicable
553 Water Delivery Contractor or other party. Such costs shall be reimbursed to the Authority as set
554 forth in Article 12(c).

555 (e) Interest. In the event any amounts due to the Authority from the United
556 States under this Agreement are not paid when due, in addition to exercising the rights afforded
557 the Authority under Article 12(c) and Article 12(d), the Authority will receive interest on the
558 delinquent amounts pursuant to the Prompt Payment Act, as amended (31 USC 3901, et seq.);
559 Provided, That the Authority shall have previously submitted appropriate invoices to the United
560 States in accordance with 48 CFR Section 32.907-1.

561 (f) Recovery of Certain Costs and Memorandum of Understanding. The
562 Parties acknowledge that the OM&R of certain Project facilities benefiting parties in the Friant
563 Division will be performed by the Authority pursuant to this Agreement. In connection
564 therewith, the Authority has entered into that certain “Memorandum of Understanding Between
565 the Friant Water Users Authority and the San Luis & Delta-Mendota Water Authority Relating to
566 Allocation, Collection and Payment of Operation, Maintenance & Replacement Costs for Water
567 Delivered Through Certain Central Valley Project Facilities,” effective March 1, 1998, and
568 amended February 25, 2003. The Parties acknowledge that effective June 30, 2004, the Friant
569 Water Users Authority assigned all right, title, and interest in and to said Memorandum of
570 Understanding to the Friant Water Authority, a joint powers authority, duly organized, existing,

571 and acting pursuant to the laws of the State of California. Pursuant to such Memorandum of
572 Understanding and said assignment, certain OM&R costs described therein will be payable by
573 contractors in the Friant Division of the Project and collected by the Friant Water Authority and
574 paid to the Authority in accordance with the terms of such Memorandum of Understanding as it
575 may be amended by the parties thereto. The United States acknowledges and agrees that it is not
576 a party to such Memorandum of Understanding. While this Agreement is in effect, the Authority
577 shall comply with the terms of such Memorandum of Understanding, as it may be amended by
578 the parties thereto.

579 (g) Direct Charges Replace U.S. Rate Components. After the effective date of
580 this Agreement, the United States shall not charge water rate components for conveyance
581 OM&R, conveyance pumping OM&R, or San Luis Drain OM&R to a Water Delivery
582 Contractor or Party Entitled to Utilize or Receive Other Water, except to the extent (i) financial
583 obligations otherwise properly included in such components have been incurred by the United
584 States prior to the date of this Agreement and have not been included as an expense therein under
585 the ratesetting policies for the Project; or (ii) the United States has paid or provided funding to
586 the Authority for delivering water to a Water Delivery Contractor or Party Entitled to Utilize or
587 Receive Other Water to cover a deficiency in payment.

588 (1) To the extent the Authority's cost recovery methodology includes
589 recovery of power costs for conveyance pumping that are incurred by the United States for the
590 production or transmission of such power, the Authority shall remit such funds to the
591 Contracting Officer within thirty (30) days after receipt of the Contracting Officer's billing
592 therefor.

593 (2) The Authority’s recovery of costs for conveyance and conveyance
594 pumping due to DWR, shall be remitted to the Contracting Officer within thirty (30) days after
595 receipt of the Contracting Officer's billing therefor; *Provided, That* this Article 12(g)(2) shall
596 continue in effect only until execution and implementation of an agreement between the
597 Contracting Officer, the Authority, and DWR providing for the direct payment by the Authority
598 to DWR of such obligations, whereupon, the funds collected for payment to DWR shall be
599 directly remitted by the Authority pursuant to the terms of such agreement.

600 (3) All costs recovered pursuant to the Authority’s cost allocation
601 methodology and not required to be remitted to the Contracting Officer pursuant to this Article
602 12(g) shall be immediately available for funding the costs of the Authority pursuant to this
603 Article 12.

604 (h) Deposits of Amounts Collected. Amounts collected by the Authority
605 pursuant to this Article 12 shall be placed on deposit or otherwise invested in accordance with
606 the Authority's investment policy and in conformance with State law to be expended solely for
607 purposes of this Agreement. All interest accruing on said account shall be property of the
608 Authority, and not of the United States, and shall be applied against OM&R costs.

609 (i) The Contracting Officer agrees that material changes in Project operations
610 affecting the quantity of water to be delivered or in Project finances may affect the ability of the
611 Authority to carry out its obligations under this Agreement. Under such circumstances, the
612 Parties will meet and confer as to emergency measures available to reduce the economic
613 hardship to the Authority, the Water Delivery Contractors, and/or Parties Entitled to Utilize or
614 Receive Other Water.

WATER ACCOUNTING

615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638

13. (a) The Contracting Officer’s water accounting system shall be the data utilized in maintaining water delivery records and in allocating costs for all Water Delivery Contractors and all Parties Entitled to Utilize or Receive Other Water. The water accounting system shall fully and accurately document the allocation and deliveries of water through the Project Works and account for financial transactions affecting the Water Delivery Contractors, the Friant Division Contractors required to make payments via the Friant Water Authority to the Authority pursuant to the Memorandum of Understanding described in Article 12(f), and all Parties Entitled to Utilize or Receive Other Water with an obligation to pay therefor.

(b) The Contracting Officer shall direct the Water Delivery Contractors and other Parties Entitled to Utilize or Receive Other Water to provide the Authority and the Contracting Officer with water delivery and payment information for all water delivered to said Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water pursuant to this Agreement. All water accounting records created or maintained by the Authority under this Agreement shall be subject to Article 15 and shall be accessible by the Contracting Officer.

(c) In order to further their mutual goals and objectives, the Contracting Officer and the Authority shall communicate, coordinate, and cooperate with each other, in order to improve the OM&R of the Project, including the financing thereof. The communication, coordination, and cooperation shall include, but not be limited to, any action which will or may materially affect the quantity or quality of Project Water supply, the allocation of Project Water supply, and Project financial matters, including but not limited to, budget and water accounting issues. The communication, coordination, and cooperation provided for hereunder shall extend to all provisions of this Agreement. Each party shall retain exclusive decision making authority for all actions, opinions, and determinations to be made by the respective party.

639 (d) The Contracting Officer acknowledges that some or all of the Water
640 Delivery Contractors and Parties Entitled to Utilize or Receive Other Water may appoint the
641 Authority as agent for such parties or may otherwise designate, in writing, the Authority to act as
642 an intermediary with the Contracting Officer concerning the water accounting or financial
643 information. Upon notice, in writing, of such relationship, the Contracting Officer agrees to
644 recognize the Authority in such capacity.

645 EMERGENCY RESERVE FUND

646 14. (a) Upon transfer of the OM&R of the Project Works under this Agreement,
647 the Authority shall accumulate and maintain a minimum reserve fund or demonstrate to the
648 satisfaction of the Contracting Officer that other funds are available for use as an emergency
649 reserve fund. The Authority shall establish and maintain that emergency reserve fund to meet
650 costs incurred during periods of special stress caused by damaging droughts, storms,
651 earthquakes, floods, or other emergencies threatening or causing interruption of water service.
652 A minimum reserve fund account balance will be maintained to finance (1) OM&R costs; (2)
653 costs associated with addressing conditions which threaten or cause interruption of water service;
654 (3) unforeseen or extraordinary OM&R costs; and (4) costs associated with addressing
655 conditions which threaten the safety or integrity of the Project Works.

656 (b) The Authority shall accumulate the reserve fund with annual deposits or
657 investments over a maximum of ten (10) years and is to be held in a Federally insured, interest-
658 or dividend-bearing account or in securities guaranteed by the Federal Government, in the
659 California Local Agency Investment Fund, or, if approved by the Contracting Officer, in any
660 fiduciary account in a manner provided by the laws of the State of California: *Provided, That*
661 money in the reserve fund, including accrued interest, shall be available within a reasonable time
662 to meet expenses for such purposes as those identified in paragraph (d) herein. Such annual
663 deposits and the accumulation of interest to the reserve fund shall continue until the basic
664 amount of fifteen percent (15%) of the average annual actual OM&R costs incurred by the
665 Authority for the Project Works during the three most recent Years is accumulated (excluding
666 any OM&R costs pertaining to Capital Improvements). Following an emergency expenditure
667 from the fund, the annual deposits shall continue from the year following the emergency
668 expenditure until the previous balance is restored. After the initial amount is accumulated or after
669 the previous balance is restored, the annual deposits may be discontinued, and the interest
670 earnings shall continue to accumulate and be retained as part of the reserve fund.

671 (c) Upon mutual written agreement between the Authority and the
672 Contracting Officer, the basic reserve fund or the accumulated reserve fund may be adjusted to

673 account for risk and uncertainty stemming from the size and complexity of the Project; the size
674 of the annual OM&R budget; additions to deletions from, or changes in Project Works; and
675 OM&R costs not contemplated when this Agreement was executed.

676 (d) The Authority may make expenditures from the reserve fund only for
677 OM&R costs incurred during periods of special stress, as described in paragraph (a) herein; or
678 for meeting unforeseen extraordinary operation and maintenance costs; or for meeting unusual or
679 extraordinary repair or replacement costs; or for meeting betterment costs (in situations where
680 recurrence of severe problems can be eliminated) during periods of special stress. Proposed
681 expenditures from the fund shall be submitted to the Contracting Officer in writing for review
682 and written approval prior to disbursement. Whenever the reserve fund is reduced below the
683 current balance by expenditures therefrom, the Authority shall restore that balance within five (5)
684 years of withdrawal by the accumulation of annual deposits which will be over and above the
685 normal annual contribution to the reserve fund.

686 (e) During any period in which any of the Project Works are operated and
687 maintained by the United States, the Authority agrees the reserve fund shall be available for like
688 use by the United States.

689 (f) On or before March 1, of each year, the Authority shall provide a current
690 statement of the principal and accumulated interest of the reserve fund account to the Contracting
691 Officer.

692 BOOKS, RECORDS, AND REPORTS

693 15. (a) The Authority shall establish and maintain accounts and other books and
694 records pertaining to administration of the terms and conditions of this Agreement, including the
695 Authority's financial transactions; water supply data; OM&R logs; Project Works Lands and
696 rights-of-way use agreements; and other matters that the Contracting Officer may require.
697 Reports shall be furnished to the Contracting Officer in such form and on such date or dates as
698 the Contracting Officer may require. Subject to applicable Federal law and regulations, each
699 Party to this Agreement shall have the right during officer hours to examine and make copies of
700 the other Party's books and records relating to matters covered by this Agreement.

701 All records and books maintained pursuant to this Agreement shall be available to, and subject at
702 all reasonable times to inspection, examination, copying or audit by authorized representatives of
703 affected Water Delivery Contractors, Parties Entitled to Utilize or Receive Other Water, and the
704 Contracting Officer. Each month the Authority shall collect and certify all delivery and
705 measurement records and report any abnormal findings to the Contracting Officer.

706 (b) The Authority shall maintain and verify records of actual expenditures in
707 accordance with an accounting system prescribed by the California State Controller in

708 compliance with California Government Code Section 53891. The Contracting Officer and the
709 Authority shall preserve and make available their respective financial and accounting records and
710 books relating to this Agreement until the later of either (1) the final disposition of any litigation
711 or settlement of claims arising out of performance under this Agreement, or (2) the expiration of
712 five (5) years after the activities giving rise to the creation of such records and books. By
713 August 31, following the completion of each Year, the Authority shall provide the Contracting
714 Officer with a copy of its audited financial statements as of the end of the preceding Year.

715 (c) Until termination of this Agreement, the Authority shall retain the
716 originals of all significant OM&R records pertinent to the Project Works and/or water
717 operations, including modifications to Project Works; as-built drawings; maintenance and repair
718 logs; equipment tests, equipment operations logs; emergency response plans; spill prevention
719 control and countermeasure plans; written inquiries received by the Authority pursuant to the
720 Federal Freedom of Information Act or analogous State law; Congressional or State Legislative
721 requests; or public or private claims or potential claims against the United States and/or the
722 Authority relative to the Project Works.

723 (d) The Contracting Officer shall make available to the Authority those
724 operation, maintenance, financial and administration records relating to the Project Works in his
725 possession as of the Effective Date and any revisions or modifications to those records
726 subsequent to such execution.

727 NOTIFICATION OF THIRD PARTIES

728 16. (a) The Contracting Officer shall instruct all Water Delivery Contractors and
729 all Parties Entitled to Utilize or Receive Other Water that, effective March 1, 1998, the Authority
730 became the Operating Non-Federal Entity with respect to the Project Works. The Contracting
731 Officer shall inform all parties to be so notified of the Authority's rights, authorities, and

732 obligations under this Agreement and any other agreements relevant to the Authority's status as
733 the Operating Non-Federal Entity and shall cooperate with the Authority in ensuring that all such
734 parties timely and properly make all required payments to the Authority. Without limiting the
735 foregoing, the Contracting Officer shall direct all such parties to simultaneously provide the
736 Authority with copies of all water delivery schedules provided to the Contracting Officer. The
737 Contracting Officer shall also inform all parties to be notified pursuant to this Article 16(a) that,
738 after the Effective Date of this Agreement, the United States shall not charge the conveyance
739 OM&R cost component, the conveyance pumping OM&R cost component or the drainage
740 OM&R cost component heretofore calculated by the United States pursuant to its ratesetting
741 policies for the Project to Water Delivery Contractors, or Parties Entitled to Utilize or Receive
742 Other Water, except to the extent financial obligations otherwise properly included in such
743 components have been incurred by the United States prior to the Effective Date of this
744 Agreement and have not been included as an expense therein under the ratesetting policies for
745 the Project.

746 (b) In accordance with the original agreement 8-07-20-X0354, the Secretary
747 included in all agreements providing for the delivery or conveyance of water through the Project
748 Works which were entered into, renewed, or amended after May 29, 1998, a provision requiring
749 that, while that agreement remained in effect, the Authority shall be the Operating Non-Federal
750 Entity with respect to the Project Works. All such new, renewed, or amended agreements shall
751 include provisions recognizing the Authority's status as the Operating Non-Federal Entity, and
752 shall require that the non-Federal parties to such agreements timely and properly make all
753 required payments to the Authority. Such new, renewed, or amended agreements shall also
754 include provisions requiring the non-Federal parties to such agreements to simultaneously

755 provide the Authority with copies of all water delivery schedules and water delivery and
756 payment information provided to the Contracting Officer. The Contracting Officer shall also
757 include in all such new, renewed, or amended agreements a provision confirming that, after
758 May 28, 1998, the United States shall not charge the conveyance OM&R cost component, the
759 conveyance pumping OM&R cost component, or the San Luis Drain OM&R cost component
760 heretofore calculated by the United States pursuant to its ratesetting policies for the Project to
761 Water Delivery Contractors, or Parties Entitled to Utilize or Receive Other Water, except to the
762 extent financial obligations otherwise properly included in such components have been incurred
763 by the United States prior to the effective date of this Agreement and have not been included as
764 an expense therein under the ratesetting policies for the Project.

765 OPINIONS AND DETERMINATIONS

766 17. (a) Where the terms of this Agreement provide for actions to be based upon
767 the opinion or determination of either party, said terms shall not be construed as permitting such
768 action to be predicated upon arbitrary, capricious or unreasonable opinions or determinations.
769 The Parties, notwithstanding any other provisions of this Agreement, expressly reserve the right
770 to relief from and appropriate adjustment for any such arbitrary, capricious or unreasonable
771 opinion or determination. Each opinion or determination by either Party shall be provided in a
772 timely manner.

773 (b) The Contracting Officer shall have the right to make determinations
774 necessary to administer this Agreement that are consistent with the expressed and implied
775 provisions of this Agreement, the laws of the United States and the State of California, and rules
776 and regulations applicable to the Contracting Officer. Such determinations shall be made in
777 consultation with the Authority to the extent reasonably practicable.

778

CHARGES FOR DELINQUENT PAYMENTS

779 18. (a) The Authority shall be subject to interest, administrative and penalty
780 charges on delinquent payments. If a payment is not received by the due date, the Authority
781 shall pay an interest charge on the delinquent payment for each day the payment is delinquent
782 beyond the due date. If a payment becomes sixty (60) days delinquent, the Authority shall pay,
783 in addition to the interest charge, an administrative charge to cover to cover additional costs of
784 billing and processing the delinquent payment. If a payment is delinquent ninety (90) days or
785 more, the Authority shall pay, in addition to the interest and administrative charges, a penalty
786 charge for each day the payment is delinquent beyond the due date, based on the remaining
787 balance of the payment due at the rate of six (6) percent per year. The Authority shall also pay
788 any fees incurred for debt collection services associated with a delinquent payment.

789 (b) The interest charge rate shall be the greater of the rate prescribed quarterly
790 in the Federal Register by the Department of the Treasury for application to overdue payments,
791 or the interest rate of 0.5 percent per month. The interest charge rate shall be determined as of
792 the due date and remain fixed for the duration of the delinquent period.

793 (c) When a partial payment on a delinquent account is received, the amount
794 received shall be applied first, to the penalty, secondly to the administrative charges, third to the
795 accrued interest, and finally to the overdue payment.

796

CONTAMINATION OR POLLUTION OF FEDERAL PROPERTY

797 19. (a) The Authority shall not allow contamination or pollution of Federal
798 Project lands, Project waters, or Project works of the United States or administered by the United
799 States and for which the Authority has the responsibility for care, operation, and maintenance by
800 its employees or agents under this Agreement. The Authority shall also take reasonable
801 precautions to prevent such contamination or pollution by third parties.

802 (b) The Authority shall comply with all applicable Federal, State, and local
803 laws and regulations and Reclamation policies and instructions existing, or hereafter enacted or
804 promulgated, concerning any hazardous material that will be used, produced, transported, stored,
805 released, or disposed of on or in Federal Project lands, Project waters, or Project works.

806 (c) “Hazardous material” means (1) any substance falling within the
807 definition of “hazardous substance,” “pollutant or contaminant,” or “hazardous waste” under the
808 Comprehensive Environmental Response, Compensation and Liability Act
809 (42 U.S.C. § 9601(14), (29), and (33)); (2) oil, as defined by the Clean Water Act
810 (33 U.S.C. § 1321(a)) and the Oil Pollution Act (33 U.S.C. § 2701(23)); (3) thermal pollution,
811 refuse, garbage, sewage effluent, industrial waste, mine or mill tailings, mineral salts, pesticides,
812 and other solid waste, and (4) any other substance regulated as hazardous or toxic under Federal,
813 State, local or Tribal law.

814 (d) Upon discovery of any event which may or does result in contamination or
815 pollution of Federal Project lands, Project water, or Project Works, the Authority shall
816 immediately undertake all measures necessary to protect public health and the environment,

817 including measures necessary to contain or abate any such contamination or pollution, and shall
818 report such discovery with full details of the actions taken to the Contracting Officer. Reporting
819 shall be within a reasonable time period but shall not exceed twenty-four (24) hours from the
820 time of discovery if it is an emergency and the first working day following discovery in the event
821 of a non-emergency.

822 (e) If violation of the provisions of this Article occurs and the Authority does
823 not take immediate corrective action, as determined by the Contracting Officer, the Authority
824 may be subject to remedies imposed by the Contracting Officer, which may include termination
825 of this Agreement in accordance with Article 2(b).

826 (f) The Authority shall be liable for any response action or corrective measure
827 necessary to protect public health and the environment or to restore Federal Project lands, Project
828 waters, or Project Works that are adversely affected as a result of such violation, and for all
829 costs, penalties or other sanctions that are imposed for violation of any Federal, State, local or
830 Tribal laws and regulations concerning hazardous material. At the discretion of the Contracting
831 Officer, the United States may also terminate this Agreement in accordance with Article 2(b) as a
832 result of such violation.

833 (g) The Authority shall defend, indemnify, protect and save the United States
834 harmless from and against any costs, expenses, claims, damages, demands, or other liability
835 arising from or relating to Authority's violation of this Article.

836 (h) Reclamation agrees to provide information necessary for the Authority,
837 using reasonable diligence, to comply with the provisions of this Article.

838 ASSIGNMENT LIMITED: SUCCESSORS AND ASSIGNS OBLIGATED

839 20. The provisions of this Agreement shall apply to and bind the successors and
840 assigns of the respective Parties, but no assignment or transfer of this Agreement or any right or
841 interest therein by either Party shall be valid until approved in writing by the other Party.

842 CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

843 21. The expenditure or advance of any money or the performance of any obligation of
844 the United States under this Agreement shall be contingent upon appropriation or allotment of
845 funds. Absence of appropriation or allotment of funds shall not relieve the Authority from any
846 obligations under this Agreement. No liability shall accrue to the United States in case funds are
847 not appropriated or allotted.

848 OFFICIALS NOT TO BENEFIT

849 22. No member of or delegate to Congress, Resident Commissioner or official of the
850 Authority shall benefit from this Agreement other than as a water user or landowner in the same
851 manner as other water users or landowners.

852

CLEAN AIR AND WATER

853 23. (a) The Authority agrees as follows:

854 (1) To comply with all the requirements of section 114 of the Clean
855 Air Act, as amended (42 U.S.C. § 7414), and section 308 of the Clean Water Act
856 (33 U.S.C. § 1318), relating to inspection, monitoring, entry, reports, and information, as well as
857 other requirements specified in those sections, and all applicable regulations and guidelines
858 issued thereunder.

859 (2) That no portion of the work required by this Agreement will be
860 performed in a facility listed on the Environmental Protection Agency List of Violating Facilities
861 on the date when this Agreement was executed unless and until the Environmental Protection
862 Agency eliminates the name of such facility or facilities from such listing.

863 (3) To use its best efforts to comply with clean air standards and clean
864 water standards at the facility where the Agreement work is being performed.

865 (4) To insert the substance of the provisions of this Article into any
866 nonexempt subcontract, including this subparagraph (a)(4).

867 (b) The following definitions apply for purposes of this Article:

868 (1) The term “Clean Air Act” means the Act enacted by Pub. L. 88-
869 206 of Dec. 17, 1963, and amendments thereto, as codified at 42 U.S.C. § 7401, et seq.

870 (2) The term “Clean Water Act” means the Act enacted by Pub. L. 92-
871 500 of Oct. 18, 1972, and amendments thereto, as codified at 33 U.S.C. § 1251, et seq.

872 (3) The term “clean air standards” refers to all enforceable rules,
873 regulations, guidelines, standards, limitations, orders, controls, prohibitions, and other
874 requirements which are contained in, issued under, or otherwise adopted pursuant to the Clean
875 Air Act or Executive Order 11738, an applicable implementation plan as described in
876 section 110 of the Clean Air Act (42 U.S.C. § 7410), an approved implementation procedure or
877 plan under subsection 111(c) or subsection 111(d) of the Clean Air Act (42 U.S.C. § 7411(c) or
878 (d)), or an approved implementation procedure under subsection 112(d) of the Clean Air Act
879 (42 U.S.C. § 7412(d)).

880 (4) The term “clean water standards” refers to all enforceable
881 limitations, controls, conditions, prohibitions, standards, and other requirements which are
882 promulgated pursuant to the Clean Water Act or contained in a permit issued to a discharger by
883 the Environmental Protection Agency or by a state under an approved program, as authorized by
884 section 402 of the Clean Water Act (33 U.S.C. § 1342), or by local government to ensure
885 compliance with pretreatment regulations as required by section 307 of the Clean Water Act
886 (33 U.S.C. § 1317).

887 (5) The term “comply” refers to compliance with clean air or water
888 standards. It also refers to compliance with a schedule or plan ordered or approved by a court of

889 competent jurisdiction, the Environmental Protection Agency, or an air or water pollution control
890 agency in accordance with the requirements of the Clean Air Act or Clean Water Act and
891 regulations issued pursuant thereto.

892 (6) The term “facility” means any building, plant, installation,
893 structure, mine, vessel or other floating craft, location, or site of operations owned, leased, or
894 supervised by a contractor or subcontractor to be utilized in the performance of a contract or
895 subcontract. Where a location or site of operations contains or includes more than one building,
896 plant, installation, or structure, the entire location or site shall be deemed to be a facility except
897 where the Director, Office of Federal Activities, Environmental Protection Agency, determines
898 that independent facilities are collocated in one geographical area.

899 COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

900 24. (a) The Authority shall comply with Title VI of the Civil Rights Act of 1964
901 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1975 (Pub. L. 93-112, Title V, as
902 amended; 29 U.S.C. §791, et. Seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title
903 III; 42 U.S.C. § 6101, et seq.), Title III of the Americans with Disabilities Act of 1990 (Pub. L.
904 101-336; 42 U.S.C. § 12181, et seq.), and any other applicable civil rights laws, and with the
905 applicable implementing regulations and any guidelines imposed by the U.S. Department of the
906 Interior and/or Bureau of Reclamation.

907 (b) These statutes prohibit any person in the United States from being
908 excluded from participation in, being denied the benefits of, or be otherwise subjected to
909 discrimination under any program or activity receiving financial assistance from the Bureau of
910 Reclamation on the grounds of race, color, national origin, disability, or age. By executing this
911 Agreement, the Authority agrees to immediately take any measures necessary to implement this
912 obligation, including permitting officials of the United States to inspect premises, programs and
913 documents.

914 (c) The Authority makes this Agreement in consideration of and for the
915 purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other
916 Federal financial assistance extended after the date hereof to the Authority by the Bureau of
917 Reclamation, including installment payments after such date on account of arrangements for
918 Federal financial assistance which were approved before such date. The Authority recognizes
919 and agrees that such Federal assistance will be extended in reliance on the representations and
920 agreements made in this Article, and that the United States reserves the right to seek judicial
921 enforcement thereof.

922 (d) Complaints of discrimination against the Authority shall be investigated
923 by the Contracting Officer’s Office of Civil Rights.

924

EQUAL OPPORTUNITY

925 25. During the performance of this Agreement, the Authority agrees as follows:

926 (a) The Authority will not discriminate against any employee or applicant for
927 employment because of race, color, religion, sex, sexual orientation, gender identity, or national
928 origin. The Authority will take affirmative action to ensure that applicants are employed, and
929 that employees are treated during employment, without regard to their race, color, religion, sex,
930 sexual orientation, gender identity, or national origin. Such action shall include, but not be
931 limited to, the following: employment, upgrading, demotion, or transfer; recruitment or
932 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and
933 selection for training, including apprenticeship. The Authority agrees to post in conspicuous
934 places, available to employees and applicants for employment, notices to be provided by the
935 Contracting Officer setting forth the provisions of this nondiscrimination clause.

936 (b) The Authority will, in all solicitations or advertisements for employees
937 placed by or on behalf of the Authority, state that all qualified applicants will receive
938 consideration for employment without regard to race, color, religion, sex, sexual orientation,
939 gender identity, or national origin.

940 (c) The Authority will not discharge or in any other manner discriminate
941 against any employee or applicant for employment because such employee or applicant has
942 inquired about, discussed, or disclosed the compensation of the employee or applicant or another
943 employee or applicant. This provision shall not apply to instances in which an employee who
944 has access to the compensation information of other employees or applicants as a part of such
945 employee's essential job functions discloses the compensation of such other employees or
946 applicants to individuals who do not otherwise have access to such information, unless such
947 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,
948 proceeding, hearing, or action, including an investigation conducted by the employer, or is
949 consistent with the Authority's legal duty to furnish information.

950 (d) The Authority will send to each labor union or representative of workers
951 with which he has a collective bargaining agreement or other contract or understanding, a notice,
952 to be provided by the agency Contracting Officer, advising the labor union or workers'
953 representative of the Authority's commitments under Section 202 of Executive Order 11246 of
954 September 24, 1965, and shall post copies of the notice in conspicuous places available to
955 employees and applicants for employment.

956 (e) The Authority will comply with all provisions of Executive Order No.
957 11246 of September 24, 1965, and of the rules regulations and relevant orders of the Secretary of
958 Labor.

959 (f) The Authority will furnish all information and reports required by
960 Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of
961 the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and
962 accounts by the Contracting Agency and the Secretary of Labor for purposes of investigation to
963 ascertain compliance with such rules, regulations and orders.

964 (g) In the event of the Authority's noncompliance with the nondiscrimination
965 clauses of this Agreement or with any of the said rules, regulations or orders, this Agreement
966 may be canceled, terminated or suspended, in whole or in part and the Authority may be declared
967 ineligible for further Government contracts in accordance with procedures authorized in
968 Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed
969 and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule,
970 regulation, or order of the Secretary of Labor, or as otherwise provided by law.

971 (h) The Authority will include the provisions of paragraphs (a) through (h) in
972 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the
973 Secretary of Labor issued pursuant to Section 204 of said Executive Order No. 11246 of
974 September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.
975 The Authority will take such action with respect to any subcontract or purchase order as may be
976 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions
977 for noncompliance: *Provided, however*, that in the event the Authority becomes involved in, or is
978 threatened with, litigation with a subcontractor or vendor as a result of such direction, the
979 Authority may request the United States to enter into such litigation to protect the interests of the
980 United States.

981 NOTICES

982 26. (a) Any notice, demand, or request authorized or required by this Agreement
983 shall be deemed to have been given, on behalf of the Authority, when mailed, postage prepaid, or
984 delivered to the Area Manager, South-Central California Area Office, 1243 N Street, Fresno,
985 California 93721, Bureau of Reclamation, and on behalf of the United States, when mailed,
986 postage prepaid, or delivered to the Executive Director of the San Luis & Delta-Mendota Water
987 Authority, PO Box 2157, Los Banos, CA 93635. The designation of the addressee or the address
988 may be changed by notice given in the same manner as provided in this Article for other notices.

989 (b) This Article 26 shall not preclude the effective service of such notice by
990 other means.

991 MODIFICATIONS

992 27. Each Party reserves the right to propose modifications to this Agreement at any
993 time while it is in effect. If either Party proposes any such modifications, the Parties shall
994 promptly attempt to negotiate in good faith an amendatory Agreement to accommodate the
995 proposed modifications.

USE OF SAN LUIS DRAIN

996
997
998
999
1000
1001
1002
1003
1004
1005
1006
1007
1008
1009
1010
1011
1012
1013
1014
1015
1016
1017
1018

28. (a) The rights, obligations and liabilities of the Authority for OM&R of the San Luis Drain facilities pursuant to this Agreement are intended to replace and supersede the rights, obligations and liabilities of the Authority under that certain Cooperative Agreement No. 3-FC-20-10820 or then current agreement and are applicable to baseline OM&R activities as set forth in the Cooperative Agreement, including those activities delineated in Exhibit D.

(b) The rights, obligations and liabilities of the Parties relating to use of the San Luis Drain are outlined in the applicable agreement between the Parties for use of the San Luis Drain or then current agreement or contracting mechanism mutually agreed upon (hereinafter referred to as the Use Agreement) in effect, including without limitation the rights, obligations and liabilities of the Authority for OM&R activities pursuant to the Use Agreement, and are not replaced or superseded by the terms of this Agreement and with respect to the matters covered thereby. The terms of the Use Agreement shall control over the terms of this Agreement.

(c) The Parties acknowledge that there may be present in the San Luis Drain water, soil and/or sediments which may meet the definition of Hazardous Material under this Agreement. So long as the terms of the Use Agreement, or any extensions, renewals, or successor agreements thereto remain in effect, OM&R of the San Luis Drain by the Authority in accordance with the terms of such agreement and the terms of the then current Finding of No Significant Impact for the Use Agreement, or any documents prepared to comply with the National Environmental Policy Act for any extension, renewal or successor agreement thereof, shall not constitute a violation of Article 19 of this Agreement, nor trigger the reporting requirements of Article 19.

1019 (d) The Parties acknowledge that there may be present at Kesterson Reservoir
1020 during the course of this Agreement water, soil and/or sediments which may meet the definition
1021 of Hazardous Material under this Agreement; with regard to such water, soil and/or sediments,
1022 OM&R activities undertaken by the Authority pursuant to this Agreement in accordance with the
1023 PWS, Exhibit E, as updated and provided by the Contracting Officer, shall not constitute a
1024 violation of Article 19 of this Agreement, nor trigger the reporting requirements contained in
1025 Article 19.

1026 CHANGES IN CONTRACTOR’S ORGANIZATION

1027 29. While this Agreement is in effect, no change may be made in the Authority’s
1028 organization, by inclusion or exclusion of lands or by any other changes, which may affect the
1029 respective rights, obligations, privileges, and duties of either the United States or the Contractor
1030 under this Agreement including, but not limited to, dissolution, consolidation, or merger, except
1031 upon the Contracting Officer’s written consent.

1032 PROTECTION OF WATER AND AIR QUALITY

1033 30. (a) The Authority, without expense to the United States, will perform the
1034 OM&R of the Project Works in a manner that preserves the quality of the water at the highest
1035 feasible level as determined by the Contracting Officer.

1036 (b) The United States will perform the OM&R of reserved works in a manner
1037 that preserves the quality of the water at the highest feasible level as determined by the
1038 Contracting Officer. The United States does not warrant the quality of the water delivered to the
1039 Water Delivery Contractors and Parties Entitled to Utilize or Receive Other Water and is under
1040 no obligation to furnish or construct water treatment facilities to maintain or improve the quality
1041 of water delivered to the Water Delivery Contractors and Parties Entitled to Utilize or Receive
1042 Other Water.

1043 (c) The Authority will comply with all applicable water and air pollution laws
1044 and regulations of the United States and the State of California; and will obtain all required
1045 permits or licenses from the appropriate Federal, State, or local authorities necessary for the
1046 delivery of water by the Authority; and will be responsible for compliance with all Federal,
1047 State, and local water quality standards applicable to surface and subsurface drainage and/or
1048 discharges generated through the use of Federal facilities or Project Water provided by the
1049 Authority within its Project Water service area.

1050 (d) This Article will not affect or alter any legal obligations of the Secretary to
1051 provide drainage or other discharge services.

1052

RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION

1053

31. When acquiring land or an interest in land and relocating persons or personal property in connection with the construction, operation, and maintenance of Project Facilities, the Authority shall comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Pub. L. 91-646; 84 Stat. 1894; 42 U.S.C. § 4601, et seq.) and Department of Transportation regulations at 49 C.F.R. part 24.

1054

1055

1056

1057

1058

PEST MANAGEMENT

1059

32. (a) The Authority is responsible for complying with applicable Federal, State, and local laws, rules, and regulations related to pest management in performing its responsibilities under this Agreement.

1060

1061

1062

(b) The Authority is responsible for effectively avoiding the introduction and spread of, and for otherwise controlling, undesirable plants and animals, as defined by the Contracting Officer, on or in Federal Project lands, Federal Project waters, and Federal Project works for which and to the extent that the Authority has operation and maintenance responsibility. The Authority is responsible for exercising the level of precaution necessary in meeting this responsibility, including inspecting its vehicles, watercraft, and equipment for reproductive and vegetative parts, foreign soil, mud or other debris that may cause the spread of weeds, invasive species and other pests, and removing such materials before moving its vehicles, watercraft, and equipment onto any Federal land, into any Federal project facility waters, or out of any area on Federal project land where work is performed.

1063

1064

1065

1066

1067

1068

1069

1070

1071

1072

(c) Where decontamination of the Authority's vehicles, watercraft, or equipment is required prior to entering Federal project land or waters, the decontamination shall be performed by the Authority at the point of prior use, or at an approved offsite facility able to process generated cleaning wastes, pursuant to applicable laws, rules, and regulations. Upon the completion of work, the Authority will perform any required decontamination within the work area before moving the vehicles, watercraft, and equipment from Federal Project lands and waters.

1073

1074

1075

1076

1077

1078

1079

(d) Programs for the control of undesirable plants and animals on Federal Project lands, and in Federal Project waters and Federal Project works for which the Authority has operation and maintenance responsibility will incorporate Integrated Pest Management (IPM) concepts and practices. IPM refers to a systematic and environmentally compatible program to maintain pest populations within economically and environmentally tolerable levels. In implementing an IPM program, the Authority will adhere to applicable Federal and State laws and regulations and Department of the Interior and Bureau of Reclamation policies, directives, guidelines, and manuals, including but not limited to, the Department of the Interior Manual, Part 517 *Integrated Pest Management Policy* and Part 609 *Weed Control Program*, the Plant Protection Act of June 20, 2000 (Pub. L. 106-224), and Executive Order 13112 of February 3, 1999.

1080

1081

1082

1083

1084

1085

1086

1087

1088

1089

1090

MEDIUM FOR TRANSMITTING PAYMENTS

1091 33. (a) All payments from the Authority to the United States under this
1092 Agreement shall be by the medium requested by the United States on or before the date payment
1093 is due. The required method of payment may include checks, wire transfers, or other types of
1094 payment specified by the United States.

1095 (b) Upon execution of the Agreement, the Authority shall furnish the
1096 Contracting Officer with the Authority’s taxpayer’s identification number (TIN). The purpose
1097 for requiring the Authority’s TIN is for collecting and reporting any delinquent amounts arising
1098 out of the Authority’s relationship with the United States.

1099

SUSTAINABLE OPERATION AND MAINTENANCE

1100 34. The Authority shall comply with Section Two (2) of Executive Order 13834
1101 “*Regarding Efficient Federal Operations*”. Implementation of this Executive Order as it applies
1102 to this Agreement is provided in Exhibit F to this Agreement.

1103

COOPERATION/MUTUAL AID

1104 35. (a) In situations which the Contracting Officer and the Authority determine to
1105 be emergencies or other extraordinary circumstances affecting the Project, including without
1106 limitation, the Project Works, either the Contracting Officer or the Authority may request the
1107 other to furnish personnel, materials, tools, equipment, or other resources. The Party so
1108 requested shall immediately cooperate with the other and render such assistance as the Party so
1109 requested determines to be available. Unless otherwise agreed, the Party making the request,
1110 within sixty (60) days of receipt of properly itemized bills from the other Party, shall reimburse
1111 the Party rendering such assistance for all costs properly and reasonably incurred by it in such
1112 performance. Such costs shall be determined on the basis of current charges or rates charged by
1113 the Party rendering the assistance.

1114 (b) In instances in which the total costs of responding to emergencies or other
1115 extraordinary circumstances, whether due to a single event or condition or to multiple events or

1116 conditions, exceed or substantially deplete the Authority's minimum reserve fund established
1117 pursuant to Article 14(b), the Contracting Officer agrees to cooperate with the Authority (1) to
1118 promptly identify sources of funding, including but not limited to, sources available from or to
1119 the United States; (2) to allocate responsibility for paying the costs of responding to such
1120 emergencies or other extraordinary circumstances, including but not limited to by determining
1121 Capital Improvements under Article 5(a); and (3) to develop a timetable for repayment of such
1122 costs that are provided by the United States and are allocated to the Authority.

1123 AGREEMENT DRAFTING CONSIDERATIONS

1124 36. This Agreement has been negotiated and reviewed by the Parties hereto, each of
1125 whom is sophisticated in the matters to which this Agreement pertains. Articles 1 through 36 of
1126 this Agreement have been drafted, negotiated, and reviewed by the Parties, and no one Party
1127 shall be considered to have drafted the stated Articles.

1128

1129

IN WITNESS WHEREOF, the Parties hereto have executed

1130

this Agreement as of the day and year first above written.

1131

THE UNITED STATES OF AMERICA

1132

1133

By: _____

1134

Regional Director, Mid-Pacific Region

1135

Bureau of Reclamation

1136

1137

SAN LUIS & DELTA-MENDOTA

1138

WATER AUTHORITY

1139

(SEAL)

1140

1141

1142

By: _____

1143

Chairman, Board of Directors

1144

Attest:

1145

1146

1147

Secretary