



MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Pablo Arroyave, Chief Operating Officer

DATE: December 8, 2022

RE: Authorization to Make Los Vaqueros Reservoir Expansion Project Activity Agreement Expenditure of up to \$1,094,000 in FY23 to Fund Amendment No. 4 to the Cost Share Agreement for Los Vaqueros Reservoir Expansion Project Planning

BACKGROUND

The Water Authority entered into the Contra Costa Water District (CCWD) Cost Share Agreement for Los Vaqueros Reservoir Expansion Project Planning Agreement dated April 30, 2019 on behalf of the Los Vaqueros Reservoir Expansion Project Activity Agreement members.¹ This agreement was for the purpose of providing for cost-sharing to complete the Final Supplement to the 2010 Final EIS/EIR, release of the Final Feasibility Report in partnership with Reclamation, financial evaluation of the Project for the Local Agency Partners (LAP), development of a long-term governance structure for a likely new Joint Powers Authority (JPA) and conceptual and preliminary design. The total cost under this Cost Share Agreement is \$2,833,036 which was shared equally with all the LAPs. The Water Authority's share was \$354,129, shared equally among the Activity Agreement members. This agreement expired on June 30, 2020. Because the work contemplated under this agreement was not completed by June 30, 2020, on June 22, 2020, the LAPs executed Amendment No. 1 to the Cost Share Agreement for Los Vaqueros Reservoir Expansion Project Planning to extend the term of the agreement to December 31, 2020.

Subsequently, CCWD identified additional scope of work and the various LAPs executed Amendments Nos. 2 and 3 to fund additional work. Now, the proposed Amendment No. 4 would fund three major tasks: project management, environmental planning, and engineering feasibility. The total cost associated with Amendment No. 4 is \$7,658,000, with each of the 7 LAPs paying \$1,094,000. Because the Water Authority's share is divided equally among its Activity Agreement members, each Activity Agreement member's cost share will be \$218,800. All the Activity Agreement Members have approved the execution of Amendment No. 4. The amount due will be invoiced in January 2023, in the current FY23.

¹ The five Activity Agreement members are Byron-Bethany Irrigation District, the City of Tracy, Del Puerto Water District, Panoche Water District, and Westlands Water District.

ISSUE FOR DECISION

Whether the Board should authorize the Los Vaqueros Reservoir Expansion Project Activity Agreement expenditure of up to \$1,094,000 in FY23 to fund the payment necessary under Amendment No. 4.

RECOMMENDATION

We recommend the Board authorize the expenditure of up to \$1,094,000 in FY23 to fund the payment necessary to fund Amendment No. 4.

ANALYSIS

The Board under the resolution to authorize the execution of the initial Cost Share Agreement also provided authorization to the Executive Director to take subsequent actions appropriate to administrate and implement the Cost Share Agreement. Therefore, no Board action is necessary to authorize the execution of Amendment No. 4. However, since the funds necessary to support Amendment No. 4 was not included in the FY23 Activity Budget, it is necessary to have the Board authorize the additional expenditure of up to \$1,094,000.

BUDGET IMPLICATIONS

As this is an Activity Agreement action, there are no impacts to any other Water Authority activity. The Authority will invoice each Activity Agreement member their allocated share of the funding required prior to making payment.

ATTACHMENT

Amendment No. 4 to the Cost Share Agreement for Los Vaqueros Reservoir Expansion Project Planning

**Amendment No. 4 to the
Cost Share Agreement for
Los Vaqueros Reservoir Expansion Project Planning**

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

RECITALS

WHEREAS, Contra Costa Water District and the Local Agency Partners (collectively, “Parties”) entered into the Agreement dated April 30, 2019, to provide for the cost-sharing of the funding requirements for the planning of the Los Vaqueros Reservoir Expansion Project (“Project”); and

WHEREAS, pursuant to Sections 5 and 17 of the Agreement, the Parties amended the Agreement on June 22, 2020, December 2, 2020, and November 1, 2021 which amendments, among other modifications, collectively extended the term of the Agreement to the earlier of (i) the completion of the work contemplated therein, (ii) until [the] Agreement is superseded by an interim funding agreement negotiated among the members of Los Vaqueros Reservoir Joint Powers Authority, or (iii) December 31, 2022, unless the term is further modified consistent with Section 17 of the Agreement; and

WHEREAS, on October 20, 2021, formation of the Los Vaqueros Reservoir Joint Powers Authority (the “JPA”) was completed and filed with the California Secretary of State; and

WHEREAS, on June 8, 2022 the JPA adopted the budget for fiscal year 2023 (July 1, 2022 to June 30, 2023); and

WHEREAS, the Parties have collectively paid over \$12,000,000 to date in addition to in-kind services to support work as provided in the Agreement; and

WHEREAS, Amendment No. 3 to this agreement funds work through December 31, 2022 and further amendment is needed to fund activities January 1, 2023 through June 30, 2023; and

WHEREAS, at the time of this Amendment, the JPA does not have banking services in place and therefore must continue to rely on CCWD to provide those services; and

WHEREAS, the Parties wish to again amend the Agreement to: (1) further extend the term of the Agreement as provided for herein; (2) replace the Scope of Work and Budget for the activities funded by Amendment No. 3 with the revised Scope of Work and Budget for activities funded by this Amendment No. 4, attached and incorporated herein as Exhibits A-4 and B-4, respectively; (3) amend the cost and payment and federal funding terms of the Agreement as provided herein; (4) add the JPA as a Party to the Agreement, but without any financial obligation for payments hereunder; and (5) include an additional purpose in Section 1 of the agreement and additional roles and responsibilities of certain Parties of Section 2 of the Agreement as provided herein;

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

1. Section 1 (Purpose)

In addition to the purposes a through s, as provided for in the Agreement as amended, the following purpose shall be included:

- t) development of agreements shown in the Scope of Work, including but not limited to the facilities usage agreements and service agreements in which Capacity Usage Rights in Project facilities will be defined.

As of the effective date of Amendment No. 4 to the Agreement, Purposes a, b, c, d, f, g, j, l, m, and o as provided for in the Agreement, have been achieved and do not require additional funding.

Work to achieve Purposes e, h, i, k, n, p, q, r, s, and t will be advanced under the Agreement as amended. Work completed by the Consultant Team, the JPA, and CCWD staff to achieve these purposes will be partially funded by this Amendment No. 4 to the Agreement.

A detailed revised Scope of Work and Budget for activities funded by this Amendment No. 4 are included in Exhibit A-4 and Exhibit B-4, respectively, which are attached hereto and incorporated herein as if fully set forth in this Amendment No. 4 to the Agreement.

2. Section 2 (Roles & Responsibilities)

In addition to the existing roles and responsibilities of the Parties as described in the Agreement, the following additional roles and responsibilities for certain Parties shall be included in the Agreement as amended.

2.1 Contra Costa Water District Responsibilities

a-gg as described in the Agreement;

- hh) develop a facility usage agreement under which CCWD is expected to convey Capacity Usage Rights in Project facilities to the JPA.

2.2 East Bay Municipal Utility District Responsibilities

a-s as described in the Agreement

- t) develop a facility usage agreement under which EBMUD is expected to convey Capacity Usage Rights in Project facilities to the JPA

2.9 Los Vaqueros Reservoir Joint Powers Authority Responsibilities

The JPA will complete the following tasks:

- a) Procure Program Management Consultant Team with agreed upon compensation.
- b) Procure banking and other financial services, including engagement of an outside auditor.
- c) Procure general liability and errors and omissions insurance and other insurance determined by the JPA Board of Directors to be necessary and appropriate.
- d) Draft and execute Service Agreements with its members, and other agreements as shown in the Scope of Work, provided for under the JPA's Joint Exercise of Powers Agreement, or otherwise determined to be necessary.
- e) Pending an invitation from the U.S. Environmental Protection Agency, apply for a WIFIA loan and undertake related activities in connection with that loan, including, but not limited to, obtaining required credit rating(s).
- f) Continue with the ongoing administration of the JPA, including, but not limited to, conducting all Board of Directors' and committee meetings.

3. Section 3 (Cost & Payment)

Section 3 shall be amended such that the following terms shall, as applicable, supersede the corresponding terms in the Agreement in their entirety.

The payment is intended to provide sufficient funding for advancing the completion of the additional Scope of Work as provided for in Exhibit A-4 and the Budget provided for in Exhibit B-4.

- a) Total costs to fund work hereunder are identified in Exhibit B-4. The CCWD and Local Agency Partners' collective total share of the cost, for work funded through this Amendment, shall not exceed \$7,658,000 ("Total Cost Share").
- b) Notwithstanding anything to the contrary in the Agreement as amended, CCWD and the Local Agency Partners, excluding GWD and the JPA, shall be responsible for providing the Total Cost Share in accordance with Exhibit B-4. In no event shall any Party's individual share of the Total Cost Share exceed \$1,094,000, excluding GWD and the JPA. Timing and quantity of payment for each Party shall not vary from what is put forth in Exhibit B-4 unless CCWD and the Local Agency Partners voluntarily agree to modifications pursuant to Sections 3(d)(iv) and 17 of the Agreement. The Total Cost Share described herein is exclusive of any joint defense or litigation cost share amounts which may be determined in a subsequent written agreement entered into pursuant to Section 9 of the Agreement.

c) City and County of San Francisco – Specific Terms

- (i) Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation. The SFPUC's payments as a Local Agency Partner under the Agreement as amended are subject to and contingent upon the budget and fiscal provisions of the Charter of the City and County of San Francisco (City). Charges will accrue only after prior written authorization certified by the City's Controller, and the amount of the SFPUC's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. The SFPUC's financial obligations under this Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year if funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, the SFPUC's financial obligations under this Agreement will terminate, without penalty, liability or expense of any kind to City at the end of the term for which funds are appropriated. City has no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements. City budget decisions are subject to the discretion of the Mayor and the Board of Supervisors. As to the SFPUC only, this Section 3(c)(i) controls against any conflicting provision of the Agreement as amended.
 - (ii) Guaranteed Maximum Costs. The SFPUC's payment obligation to CCWD cannot at any time exceed the amount certified by City's Controller for the purpose and period stated in such certification. Absent an authorized Emergency per the City Charter or applicable Code, no City representative is authorized to offer or promise, nor is the City required to honor, any offered or promised payments to CCWD under this Agreement in excess of the certified maximum amount without the Controller having first certified the additional promised amount and, if necessary, the Parties having modified this Agreement as provided in Section 17 of this Agreement.
 - (iii) Prohibition on Use of Public Funds for Political Activity. In performing work under this Agreement as amended, the recipient of City funds shall comply with San Francisco Administrative Code Chapter 12G, which prohibits funds appropriated by the City for this Agreement as amended from being expended to participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure. The recipient of City funds is subject to the enforcement and penalty provisions in Chapter 12G.
- d) CCWD and the Local Agency Partners will split the Total Cost Share equally. CCWD will invoice each of the Local Agency Partners, and itself, for their individual shares of the Total Cost Share detailed in Exhibit B-4.
- (i) One invoice is anticipated according to the schedule below:
 - 1. January 3, 2023
 - (ii) Payment from the Local Agency Partners shall be remitted within sixty (60) days after invoice submittal.
 - (iii) Funds contributed by the Local Agency Partners shall be committed by CCWD and expended only for work required to further the purposes of this Agreement.

- (iv) If a sufficient number of Parties withdraw from the Agreement such that the Local Agency Partners' individual cost shares change substantially, or the individual cost shares approach or exceed the maximum financial responsibility for each Party (determined herein as \$1,094,000), each remaining Local Agency Partner, at its sole discretion consistent with Section 3(b) of this Agreement, shall determine whether to withdraw from the Agreement. CCWD and the Local Agency Partners who do not choose to withdraw will work together to develop an amendment that substantially conforms to this Agreement. If no mutually agreeable amendment can be developed, the remaining Parties will terminate this Agreement.
- (v) If a new Local Agency Partner is added, consistent with Section 12 of this Agreement, each subsequent invoice for each Local Agency Partner will be adjusted to reflect the cost share of the new partner and the total number of Local Agency Partners. The adjustments contemplated herein shall reflect any "catch-up" contribution required of the newly added Local Agency Partner in addition to the contributions to be made on a prospective basis. "Catch-up" contributions shall be calculated based on the then total value of the of the Local Agency Partners' individual monetary shares paid pursuant to the Agreement as amended prior to the date of the new member's signing of the Agreement.
- (vi) If funds remain after work under this Agreement is completed, each Local Agency Partner will determine whether its pro-rata share of the remaining funds shall be returned or contributed to future work consistent with Section 7 of this Agreement. Each Local Agency Partner shall advise CCWD of its determination within sixty (60) days of receiving notice from CCWD of the completion of the work, or the remaining funds shall automatically be contributed towards future work.
- (vii) In-kind services may include labor costs and overhead costs for staff who are providing in-kind services for Project activities under this Agreement, including but not limited to data collection, document review, communications, stakeholder outreach, management of third-party consultant contracts, and attending Project meetings. In-kind services will contribute toward the non-State funding match required by the Early Funding Agreement, as it may be amended from time to time. In-kind services, pursuant to Section 2.7(d) of this Agreement, are contributed at the discretion of each Local Agency Partner with no minimum or maximum in-kind contribution limits.

4. Section 5 (Term)

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

The Agreement as amended shall terminate on the earliest occurring of the following events: (i) completion of the work contemplated herein; or (ii) June 30, 2023, unless the Term is further modified consistent with Section 17 of this Agreement.

5. Section 11 (Federal Funding)

Section 11 shall be amended such that the following term shall supersede and replace the corresponding term in the Agreement in its entirety:

With support from the Local Agency Partners, CCWD is seeking up to 25% cost share in federal funding through the Water Infrastructure Improvements for the Nation (WIIN) Act, Bipartisan Infrastructure Law, or other federal legislation. CCWD has executed an Assistance Agreement for the provision of up to \$7.2 million in federal funding for pre-construction activities. If additional federal funding for the Project is appropriated by Congress, Reclamation would receive the requested funding and the funds would support ongoing work. A portion of the federal funds will be directly applied to the scope of work contained in Exhibit A-4. The federal funds will be credited towards any Non-Program Cost Share as required in the Early Funding Agreement as described in Section 10 of this Agreement.

Effective date of Amendment No. 4.

Amendment No. 4, including the financial contribution provisions herein, shall be effective as of the date of signature by CCWD and the JPA and that effective date shall apply retroactively to each subsequent Local Agency Partner signatory.

Except as amended by this Amendment No. 4, the Agreement as previously amended shall continue in full force and effect. This Amendment No. 4 may be executed in counterparts, each of which shall be deemed an original but all of which taken together shall constitute Amendment No. 4. The parties agree to the use of electronic, scanned, and facsimile signatures.

Ed Stevenson, General Manager
Alameda County Water District

Date

Rachel Murphy, General Manager
Contra Costa Water District

Date

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

Date

Ric Ortega, General Manager
Grassland Water District

Date

Taryn Ravazzini, Executive Director
Los Vaqueros Reservoir Joint Powers Authority

Date

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

Date

Approved as to Form
Deputy City Attorney, San Francisco

Date

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

Date

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

Date

Valerie Pryor, General Manager
Zone 7 Water Agency

Date

Exhibit A-4

Amendment No. 4 Scope of Work

The following tasks describe the work efforts by Contra Costa Water District (CCWD), consultants for the Los Vaqueros Reservoir Expansion (LVE) Project, and the Local Agency Partners (as indicated) under this Amendment No. 4 to the Agreement. References to joint work efforts by Reclamation are described as appropriate, but are not intended to imply that Reclamation is a party to this Amendment. CCWD will be supported by the consultant and legal services team that are under contract to CCWD and managed by CCWD.

Task 1 Project Management

Task 1.1 Funding Agreement Administration

Administer the Early Funding Agreement executed by CCWD and the California Water Commission (CWC), including meeting reporting and invoicing requirements of the Early Funding Agreement, coordinating with CWC staff as needed to respond to questions and data requests, and managing cost commitments. Provide financial statements and other supporting documentation as requested by the CWC staff pertaining to the Early Funding Agreement.

Administer the Assistance Agreement executed by CCWD and Reclamation, including meeting reporting and invoicing requirements of the Assistance Agreement, and coordination with Reclamation staff as needed to respond to questions, data requests, or other inquiries.

Prepare quarterly progress reports detailing work completed in prior quarter in accordance with Water Storage Investment Program (WSIP) requirements, Cost Share MOA with Reclamation, and the Assistance Agreement with Reclamation. Progress reports will explain the status of the Project and will include the following information: summary of the work completed for the project during the reporting period; activities and milestones achieved; and accomplishments and any problems encountered in the performance of work.

Prepare monthly invoices meeting the invoice content terms of the Early Funding Agreement, the Cost Share MOA with Reclamation, and the Assistance Agreement, including relevant supporting documentation for submittal to the CWC and Reclamation. Coordinate with consultants and Local Agency Partners to prepare and submit sufficient backup documentation to support claimed costs.

Deliverables:

- Invoices and associated backup documentation
- Quarterly Progress Reports (for CWC and Reclamation)

Task 1.2 Project Management Activities

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

Deliverables:

- Summary updates on project management activities in Quarterly Progress Reports

Task 1.3 Joint Powers Authority Formation

This task has been completed.

Task 1.4 JPA Administration

CCWD will transition its responsibilities as the initial Administrator to the Executive Director but will continue to oversee and manage any consultants of the Authority and will report to the Board until such time that the JPA has the capacity to administer such contracts and provide that oversight.

The JPA will competitively procure a Program Management Consultant Team, banking services, insurance, and other financial services, such as an auditor. The JPA will continue with necessary actions related to its administration, including conducting Board of Directors' and committee meetings. The JPA will take all actions necessary to procure a loan under the U.S. Environmental Protection Agency's (USEPA) WIFIA Loan program, which will include preparation of an application if the JPA is invited by the USEPA to apply and obtaining required credit rating(s), among other necessary tasks.

Legal counsel will work with the legal workgroup to develop all agreements that the JPA will enter into including but not limited to interim funding agreement, service agreements, state and federal funding agreements, contracts to procure services, contracts for administration of public benefits with CDFW and DWR, design and construction agreements with CCWD and EBMUD, usage agreements with CCWD and EBMUD, operations and maintenance agreements with CCWD and EBMUD.

Deliverables:

- Service agreements
- Continued funding through Multi-Party Cost Share Agreement amendments
- WIFIA Loan Application
- Agreements between JPA and State/Federal Agencies
 - Contract for Administration of Public Benefits
 - Construction Agreement with Reclamation
 - Final Award with CWC
- Agreements between the JPA and CCWD
 - Technical Services Agreement
 - Facilities Usage Agreement
 - Design and Construction Agreement

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

Task 2 Environmental Planning

Task 2.1 Modeling

Modeling tasks to support preparation of the Final Supplement to the Final EIS/EIR were completed previously. Develop new or modify existing modeling tools so that operations or limitations of various operational priorities can be evaluated in terms of benefits to partners. Refine the model to track terms and requirements of various water rights. Refine the Los Vaqueros daily operations model to accommodate partner operations, which may serve as a tracking tool in the future for permit reporting, billing, scheduling deliveries, etc.

Deliverables:

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

Task 2.2 Public Outreach

Perform outreach activities to educate and inform the media, elected officials, CCWD ratepayers, communities in the Los Vaqueros area, environmental organizations, and regional and statewide interests about the purpose, objectives, and results of the technical studies.

Respond to routine stakeholder comments. Post responses as appropriate to the CCWD hosted project website at ccwater.com and losvaquerosjpa.com or share with stakeholders in informal meetings.

A public meeting was previously held in Concord to support the CCWD Board of Directors' certification of the Final Supplement, approval of a project, and adoption of CEQA Findings and MMRP.

Deliverables:

- Stakeholder and public involvement program
- Documentation of outreach activities
- Public meeting(s) for Final Supplement to the Final EIS/EIR (completed)
- Public meetings to support Record of Decision if necessary

Task 2.3 Environmental Document and Technical Studies

The U.S. Department of the Interior, Bureau of Reclamation, Region 10 – California-Great Basin (Reclamation) is the lead agency under the National Environmental Policy Act (NEPA) for preparation of the EIS and, in conjunction with CCWD, the lead agency under CEQA. Reclamation and CCWD

previously prepared a joint Final EIS/EIR in March 2010 and CCWD completed construction of the first phase of reservoir expansion from 100,000 acre-feet (100 TAF) to 160 TAF in 2012. Reclamation and CCWD previously prepared a joint Supplement to the Final EIS/EIR document to support the second phase of reservoir expansion up to 275 TAF.

The development of the Supplement to the Final EIS/EIR, including the completion of the necessary technical studies in support of this effort culminating with issuance of the Supplement, were previously completed. The studies and data produced adhered to the federal planning and NEPA guidelines, CEQA guidelines, and WSIP guidance. Technical studies were conducted in accordance with the alternatives identified in the Draft Supplement.

If there are project changes, additional environmental surveys (i.e., aquatic resources, wildlife/botanical, etc.), documentation (i.e., CEQA/NEPA addendum/memo to file) and permitting effort (i.e., application/agreement amendments) may be required.

All agency meetings and technical workgroup meetings required to support the environmental document and studies are described in Task 1.2 and Task 2.2.

(2.3.1) Post-Draft Supplement Technical Studies and Surveys

This task has been completed.

(2.3.2) Transfer-Bethany Pipeline Alternative Location Evaluation

This task has been completed.

(2.3.3) Final Supplement to the Final EIS/EIR

This task has been completed.

(2.3.4) CEQA Findings and Mitigation Monitoring and Reporting Plan

This task has been completed.

(2.3.5) Record of Decision

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

Deliverables:

- Record of Decision

Task 2.4 Regulatory Permitting

Prepare documentation of environmental regulatory compliance including the Clean Water Act (CWA) Section 404(b)(1), CWA Section 401, the Federal Endangered Species Act (Section 7), the California Endangered Species Act, Section 1602 of the California Fish and Game Code, the National Historic Preservation Act (NHPA Section 106), and the Fish and Wildlife Coordination Act (FWCA). When possible or beneficial, obtain amendments to existing permits and excess compensation land

acquired/managed during the Phase 1 expansion. If not possible to amend existing permits, seek new permits. Coordinate with regulatory agencies to confirm when amendments will be appropriate. In support of this task, several key work efforts (described below) will be completed.

Conduct reconnaissance-level biological field surveys of any new project areas (if any) to identify the potential for the presence of sensitive biological resources. Conduct a desktop analysis including a database search of the California Natural Diversity Data Base (CNDDDB), California Native Plants Society's Inventory of Rare and Endangered Plants, USFWS species lists, and NMFS species lists in order to determine the potential occurrence of special-status plants, animals, and vegetation communities. Conduct site-specific biotic assessments to identify biological resources that are present or have a high likelihood to occur in the study area, and to assess the likely impacts associated with construction and/or long-term operations of the proposed project on biological resources. The results of the reconnaissance survey and analysis will be used to inform the regulatory permitting documents, and resource agency review.

Prepare the regulatory permit applications for the proposed project. Attend meetings with regulatory agencies. Develop supporting technical reports, as needed, to support preparation of proposed permit applications. Permit applications and supporting documents to be prepared in support of the project may include: Biological Assessment for Federal Endangered Species Act compliance and Magnuson Stevens Fisheries Conservation and Management Act compliance; Clean Water Act Section 404/Section 10 Individual Permit Application; Clean Water Act Section 401 Clean Water Act Water Quality Certification Application; California Fish and Game Code Section 1602 Streambed Alteration Agreement Application; Section 2081 California Endangered Species Act Incidental Take Permit Application; Fish and Wildlife Coordination Act Report; National Historic Preservation Act Section 106 compliance; and Aquatic Resources Delineation.

Deliverables:

- Rare plant surveys and report of results (completed)
- Wetland delineation and mapping, report of results (completed)
- Administrative Draft Supplement to the Final EIS/EIR (completed)
- Final Supplement to the Final EIS/EIR (completed)
- Draft CEQA Findings and MMRP (completed)
- Final CEQA Findings and MMRP (completed)
- Permit applications and supporting technical reports, as applicable (in progress)

Task 2.5 Water Rights Permitting

Coordinate with Reclamation, the Department of Water Resources (DWR), Local Agency Partners, and the State Water Resources Control Board (State Water Board) regarding changes to existing water rights. Prepare petitions for change for CCWD's water right permit and assist Reclamation, DWR, and Local Agency Partners with preparation of additional change petitions, as required. File petitions with the State Water Board, assist State Water Board staff with drafting orders and permit amendments as required, respond to any protests that may be filed and seek resolution of those protests, prepare for and participate in hearings as required.

Deliverables:

- Change petitions for CCWD's Los Vaqueros water right (in progress)
- Change petitions for Reclamation's water rights (in progress)
- Change petition(s) for DWR's water rights (in progress)
- Change petition(s) for Local Agency Partners' water rights, as required
- Agreement between EBMUD and CCWD for temporary source of water supply
- Agreement between SFPUC and CCWD for source of water supply

Task 2.6 Compensatory Mitigation

Identify potential mitigation lands as needed for Task 2.4. Determine preliminary appraisal value of potential mitigation lands. Acquire options to acquire mitigation lands with the concurrence of the Local Agency Partners.

Deliverables:

- Identification and preliminary appraisal of potential mitigation sites

Task 2.7 Final Award Hearing Requirements

A series of agreements will be needed to meet the final award hearing requirements of the California Water Commission. Progress on a number of these agreements will commence during the term of this amendment. The agreements necessary to proceed to the final award hearing may include but are not limited to: operations coordination agreements between CCWD and Reclamation and between CCWD and the Department of Water Resources; contracts for administration of public benefits between the JPA and DWR, and between the JPA and CDFW; a cost share agreement between CCWD and Reclamation for pre-construction activities; an agreement between CCWD and DWR for the tie-in of the Transfer-Bethany Pipeline to the California Aqueduct; a Backstop Water Service Agreement between CCWD and EBMUD (pending determination to proceed); an agreement between CCWD and the JPA for design and construction of Project facilities; an agreement between EBMUD and the JPA for design and construction of Project facilities.

Deliverables:

- Operations coordination agreement(s) between CCWD and Reclamation and between CCWD and DWR (in progress)
- Contracts for administration of public benefits between the JPA and CDFW, and between the JPA and DWR
- Cost-share agreement with Reclamation for pre-construction activities (completed)
- Agreement between CCWD and DWR for the tie-in of the Transfer-Bethany Pipeline to the California Aqueduct (in progress)
- MOU between CCWD and EBMUD (completed)
- Cost-share agreement between CCWD and Reclamation for construction activities

- Backstop Water Service Agreement between CCWD and EBMUD (pending determination to proceed)
- Agreement between CCWD and the JPA for the design and construction of Project facilities (in progress)
- Agreement between EBMUD and the JPA for the design and construction of Project facilities (in progress)

Task 3 Engineering Feasibility

Task 3.1 Financial Evaluation

Perform a financial evaluation that will assess the costs and merits of the Project.

Clean Energy Capital will further develop a Microsoft Excel-based Proforma Financial Model for the Project that incorporates water pricing options and integration with the CalSim model; hold stakeholder meetings and workshops; collect and review stakeholder and local partner comments and inputs to the model; refine model as additional information arises that may affect the local agency partners, operations, water pricing, or other financial components of the Project. Clean Energy Capital will work directly with Local Agency Partners, as needed, to support each agency's understanding and familiarity with the financial evaluation.

Clean Energy Capital will also create a Plan of Finance describing the proposed financing structure and assumptions for financing the Project. The Plan of Finance will take into consideration appropriate debt structures, timing, impact on rates, budgeting, credit ratings, tax laws, availability of grants and other State and Federal funding, Local Agency Partners that may choose to pay upfront in-lieu of participating in JPA financing, and assessment of capital market conditions. Evaluate the funding capabilities of a JPA and associated contractual requirements for partners receiving and paying for services.

Deliverables:

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

Task 3.2 Federal Feasibility Report

The Final Federal Feasibility Report was completed in 2020 and was submitted to Congress on August 11, 2020. The Secretary of the Interior and/or Congress may continue to evaluate federal participation in the Project throughout the term of this Amendment.

Additional work may be necessary to secure Congressional budget appropriations for construction activities. CCWD and Local Agency Partners will also provide support to Reclamation on any post-feasibility report requirements as needed.

Deliverables:

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

Task 3.3 Design

(3.3.1) Pumping Plant No. 1 Replacement

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

Deliverables:

- Pumping Plant No. 1 Preliminary Design Report (completed)
- Conceptual Facility Layout Drawings (completed)
- Electrical System Improvements Conceptual Plans (completed)
- Geotechnical Investigation Report (completed)
- 30%, 60%, 90% and Final Plans, Specifications (in progress)
- 30% Construction cost estimates (completed)
- Final Design
- Agreement with WAPA

(3.3.2) Los Vaqueros Dam

This task includes work efforts related to design of the Los Vaqueros Dam expansion to gain Division of Safety of Dams (DSOD) authorization to construct. Design-related tasks may include, but are not limited to, reporting, investigations, testing, analysis, and surveys; geotechnical investigations and reporting; stability and deformation analysis; design of earthquake ground motions and parameters, spillway, new high-level outlet, inlet/outlet tunnel modifications and dam instrumentation; constructability review, DSOD meetings and correspondence; and design of site restoration for the core borrow area. This task includes meetings with a Technical Review Board for independent review of the dam consultant's work in accordance with DSOD guidelines.

Deliverables:

- LV Dam Drawings and Specifications 50% (completed)
- LV Dam Drawings and Specifications 90% (completed)
- LV Cost Estimate/Schedule 50% (completed)
- Draft Basis of Design Report (completed)
- Geotechnical Data Report (completed)
- LV Dam Risk Assessment (completed)
- Dam dewatering plan (completed)
- Constructability Review Comments and Response Matrix (completed)

- LV Dam Drawings and Specifications 100%
- LV Cost Estimate/Schedule 100%

(3.3.3) Transfer-Bethany Pipeline

Continue pipeline alignment evaluations resulting from continued coordination with local resource and transportation agencies. CCWD will work with Contra Costa County Public Works and the Contra Costa Transportation Authority and their ongoing regional transportation planning for the Vasco Road widening and the State Route 239 Connector and will evaluate alignment adjustments as needed. CCWD will work with resource agencies to evaluate implications of alignment modifications and construction methods and associated mitigation and land needs along the alignment south of Vasco road in support of coordination with the East Contra Costa Habitat Conservation Plan and the County. CCWD will coordinate with the Department of Water Resources to review and define design criteria and to develop designs of the turn-in to the California Aqueduct, and will review available geotechnical information and define pipeline corridor within State owned lands. A final pipeline alignment and land acquisition corridor will be defined. CCWD will prepare a geotechnical work plan and initial assessment of land acquisition needs.

Topographic survey will be completed with up-to-date aerial photography. CCWD will work with landowners and secure access rights to conduct field investigations, including geotechnical investigations, cathodic protection surveys and environmental surveys, as needed. Preliminary design of the pipeline and turn-in will be developed, including plan and profile drawings, hydraulic analysis, pipeline material evaluation, surge analysis and preparation of preliminary design construction schedule and cost estimate. A risk assessment will be conducted and a risk register developed that will be maintained through project implementation. Prepare plats and legal descriptions for temporary and permanent land acquisition, conduct property appraisals, initiate negotiations with landowners, and begin procurement of pipeline rights-of-way.

Deliverables:

- Alignment Adjustment Evaluations Tech Memo (in progress)
- Transfer-Bethany Pipeline Design Criteria Tech Memo
- Transfer-Bethany Pipeline Preliminary Design Report
- Topographic Survey
- Geotechnical Work Plan
- Assessment of Pipeline Land Acquisition Needs (in progress)
- Draft and Final Geotechnical Data Report
- Title and Appraisal Reports

(3.3.4) Operation and Reliability Assessment

This task has been completed.

(3.3.5) Recreation Facilities

Plan and develop the conceptual designs for project recreational facilities (i.e., Marina Complex and replacement of Los Vaqueros Road, Service Road/Hiking Trail, Interpretative Center Expansion, Watershed Office Barn, ADA-compliant trail at the existing Mortero Wetland Complex, relocated fishing piers). Services specific to the development of the replacement of Los Vaqueros Road will include development of initial plan and profile design of the roadway, including estimates of grading modifications, drainage, pavement and other elements to support a preliminary design construction cost estimate.

Deliverables:

- Conceptual plans and renderings (in progress)
- Preliminary basis of design report (in progress)
- Design & construction cost estimate (in progress)

(3.3.6) Existing Facilities Inspections and Assessments

Procure consulting services to conduct inspections and assessments of the existing Los Vaqueros Pipeline, the Transfer Pipeline, and the Contra Costa Canal between Pumping Plant No. 2 and Pumping Plant No. 4 to confirm condition, reliability, and capacity to operate consistent with the planned operations. Develop facility impact plans to coordinate CCWD operations, shutdowns and draining, as needed. Prepare inspection reports and recommend improvements, if needed.

Deliverables:

- Pipeline inspection firm procurement documents (completed)
- Pipeline Inspection (completed)
- Reports documenting conditions of facilities and potential future actions or improvements
- Geotechnical Investigation Work Plan

Task 3.4 Capital Project Management Support

CCWD will competitively procure a consultant to provide Capital Project Management Support Services to conduct a range of risk and technical project activities, including risk assessment and participation in the risk management team, schedule control and optimization, deliverable tracking, project controls and quality management, and resource and budget projections.

Deliverables:

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

Exhibit B-4

Budget and Cost Share

The budget for Amendment No. 4 to the Agreement covers three major tasks: project management, environmental planning, and engineering feasibility. The total budget includes projected expenditures for legal and consulting services and CCWD labor. The total cost for the scope of work listed in Exhibit A-3 that is covered in this Amendment is \$13,250,000 as shown in Table 1.

Table 1. Budget of Scope of Work

	Original MPA Budget	Amendment No. 2	Amendment No.3	Amendment No. 4	Total
Project Management	\$1,090,600	\$2,302,400	\$1,460,200	\$1,768,000	\$6,621,200
Environmental Planning	\$3,777,400	\$5,368,967	\$4,816,429	\$4,462,000	\$18,424,796
Engineering Feasibility	\$6,755,400	\$10,161,300	\$13,467,940	\$6,306,000	\$36,690,640
Contingency		*	\$987,228	\$714,000	\$1,701,228
Total	\$11,623,400	\$17,832,667	\$20,731,798	\$13,250,000	\$63,437,864

*\$300,000 was assumed as contingency in Amendment No. 2 but was included in the Project Management Task

The total cost to complete the scope of work is \$13,250,000 and will be paid through a combination of reimbursement from Reclamation, reimbursement from the California Water Commission (CWC), and contributions from CCWD and the Local Agency Partners. To calculate the amount owed by CCWD and the Local Agency Partners, the total cost is reduced by reimbursements from the CWC and Reclamation and the projected carryover of unspent funds from the Agreement as amended. The costs remaining after accounting for contributions from CWC, Reclamation, and carryover funding is \$7,658,000 as shown in Table 2. This is equal to the Total Cost share defined in Section 3(a) of the Agreement as amended and will be split equally among CCWD and the Local Agency Partners, excluding Grassland Water District and the JPA. One invoice is proposed over the term of the Agreement as amended for CCWD and each Local Agency Partner.

Table 2. Cost to be Paid by CCWD and LAPs

Net Costs for term covered by Amendment No. 4 to Multi-party Agreement (January 2023 - June 2023)	Amount
Total Projected Costs	\$13,250,000
less Reclamation reimbursement	-\$3,009,000
less projected carryover of unspent funds from Amendment No.3	-\$1,250,000
less projected CWC reimbursement	-\$1,333,000
Total Remaining Costs	\$7,658,000

Table 3 shows the invoice schedule and the total costs per agency. For purposes of calculating the

amount to be invoiced, the “total number of agencies participating” is equal to the total number of parties signatory to this Amendment No. 4 (including CCWD) but excluding Grassland Water District and the JPA and further excluding any signatory party which has completed its withdrawal from the Agreement prior to the time for payment.

Table 3. Cost per Agency and Invoice Schedule

		Invoice #1
	Total Cost Per Agency	January 2023
7 Agencies Participate	\$1,094,000	\$1,094,000
