



## MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Pablo Arroyave, Chief Operating Officer  
Rebecca Akroyd, General Counsel

DATE: August 7, 2025

RE: Resolution Authorizing Execution of Contributed Funds Agreement and Spend Plan, Exhibits to B.F. Sisk Dam Raise and San Luis Reservoir Expansion Project Management and Cost Share Agreement

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### BACKGROUND

The B.F. Sisk Dam Raise and San Luis Reservoir Expansion Project ("Reservoir Expansion Project" or "Project") includes raising the dam crest an additional 10 feet above the embankment raise under development by the B.F. Sisk Dam SOD Modification Project. The 10-foot embankment raise would support an increase in reservoir storage capacity of approximately 130,000 acre-feet. In addition, the Reservoir Expansion Project includes installation of downstream stability berms and crack filters and raising the existing outlet works, intake towers, access bridge, and spillway intake by 10 feet and other modifications, including to State Route 152.

Six Water Authority member agencies are currently party to the First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement ("Activity Agreement"). The Activity Agreement provides the mechanism through which Water Authority staff negotiates and executes agreements with the U.S. Bureau of Reclamation ("Reclamation") related to the Reservoir Expansion Project.

Consistent with Board authorization (Resolution No. 2025-537), the Water Authority executed the Agreement with the United States for the Management of the Expanded San Luis Reservoir and Cost Share of Charges Associated with Raising of the B.F. Sisk Dam and Increased Storage Capacity of the Federally Administered San Luis Reservoir, Contract No. 24-WC-20-6280 ("Management and Cost Share Agreement") in January 2025. Both the Activity Agreement and the Management and Cost Share Agreement referenced follow-on agreements that would govern cost sharing for the Project, including a Spend Plan and Contributed Funds Agreement. Those agreements were developed with Reclamation and the Activity Agreement Members, and are now before the Board for execution; the Activity Agreement Members support their execution.

### **ISSUE FOR DECISION**

Whether to adopt the proposed resolution authorizing execution of Contributed Funds Agreement and Spend Plan, exhibits to the B.F. Sisk Dam Raise and San Luis Reservoir Expansion Management and Cost Share Agreement.

### **RECOMMENDATION**

Staff recommends the Board adopt the proposed resolution.

### **ANALYSIS**

Upon adoption of the resolution, the Executive Director would execute the Contributed Funds Agreement and Spend Plan, and both documents would be attached to the Management and Cost Share Agreement as Exhibits A and B, respectively.

The Contributed Funds Agreement is the agreement by which the Activity Agreement Members, through the Authority, will contribute to the cost of the Reservoir Expansion Project. It explains that Reclamation and the Authority have agreed to an initial 70% Authority/30% Federal share of Project costs, and that the Authority will provide funds to Reclamation as required in the Spend Plan. The Spend Plan dictates what funds must be deposited in what timeframe to maintain the overall 70%/30% cost share. The Spend Plan will enable Reclamation and the Authority to track costs and account for funds expended, and may be revised to reflect updated Project costs.

As a condition of the Management and Cost Share Agreement, both the Contributed Funds Agreement and the Spend Plan must be executed by October 1, 2025, or the Management and Cost Share Agreement will expire. (Management and Cost Share Agreement, Art. 2(e).)

### **BUDGET**

No direct budget impact, due to the structure of the Activity Agreement, whereby the costs associated with the Water Authority's execution of the Contributed Funds Agreement and Spend Plan, and any additional financial obligations and liabilities associated with the Project, will be paid for by only the Activity Agreement members.

### **EXHIBITS**

1. Resolution No. 2025-XX Authorizing Execution of the Contributed Funds Agreement and Spend Plan, Exhibits to the B.F. Sisk Dam Raise and San Luis Reservoir Expansion Project Management and Cost Share Agreement
2. Exhibit A of Contract No. 24-WC-20-6280, Contributed Funds Agreement Between the San Luis & Delta-Mendota Water Authority and the United States of America for the B.F. Sisk Dam Raise and Reservoir Expansion Project
3. Exhibit B of Contract No. 24-WC-20-6280, Spend Plan for the B.F. Sisk Dam Raise and Reservoir Expansion Project

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

**RESOLUTION NO. 2025-**

**RESOLUTION AUTHORIZING EXECUTION OF CONTRIBUTED FUNDS  
AGREEMENT AND SPEND PLAN, EXHIBITS TO B.F. SISK DAM RAISE AND SAN  
LUIS RESERVOIR EXPANSION PROJECT MANAGEMENT AND COST SHARE  
AGREEMENT**

**WHEREAS**, the B.F. Sisk Dam Raise and San Luis Reservoir Expansion Project (“Reservoir Expansion Project” or “Project”) includes raising the dam crest an additional 10 feet above the embankment raise under development by the B.F. Sisk Dam Safety of Dams (“SOD”) Modification Project, which would support an increase in reservoir storage capacity of approximately 130,000 acre-feet, and would also include installation of downstream stability berms and crack filters, raising the existing outlet works, intake towers, access bridge, and spillway intake by 10 feet, and other modifications, including to State Route 152; and

**WHEREAS**, the San Luis & Delta-Mendota Water Authority (“Water Authority”) has worked with the U.S. Bureau of Reclamation (“Reclamation”) to analyze the proposed Reservoir Expansion Project over the past several years, including through the preparation of the draft B.F. Sisk Dam Raise and Reservoir Expansion Project Environmental Impact Report/ Supplemental Environmental Impact Statement, Feasibility Report, and Addendum to the Feasibility Report; and

**WHEREAS**, the Water Authority authorized execution of a series of cost-share agreements with Reclamation to collaborate on the planning, preliminary design, and environmental compliance for the Reservoir Expansion Project, and to seek potential storage benefits of the Project for Water Authority member agencies; and

**WHEREAS**, the Water Authority and Byron-Bethany Irrigation District, Del Puerto Water District, Eagle Field Water District, Pacheco Water District, Panoche Water District, San Benito County Water District, San Luis Water District, Santa Clara Valley Water District, Westlands Water District, and the City of Tracy (together, “Activity Agreement Members”) executed the B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement, made effective as of May 9, 2022, to facilitate the funding of planning, preliminary design, and environmental compliance for the Reservoir Expansion Project. Eagle Field Water District, Pacheco Water District, and Panoche Water District later withdrew from the Activity Agreement; and

**WHEREAS**, in accordance with the National Environmental Policy Act (“NEPA”) and the California Environmental Quality Act (“CEQA”), Reclamation and the Water Authority completed the B.F. Sisk Dam Raise and Reservoir Expansion Project Final Environmental Impact Report/Supplemental Environmental Impact Statement (“Final EIR/SEIS”), with

Reclamation and the Water Authority signing a Record of Decision and Notice of Determination for the Project, respectively, on October 20, 2023; and

**WHEREAS**, in January 2025, following Board authorization (Resolution No. 2025-537), the Water Authority executed the Agreement with the United States for the Management of the Expanded San Luis Reservoir and Cost Share of Charges Associated with Raising of the B.F. Sisk Dam and Increased Storage Capacity of the Federally Administered San Luis Reservoir, Contract No. 24-WC-20-6280 (“Management and Cost Share Agreement”), with Reclamation and the Water Authority agreeing to an initial 30% federal share and 70% Water Authority share of costs and benefits; and

**WHEREAS**, following execution of the Management and Cost Share Agreement, the Water Authority and six member agencies (Byron-Bethany Irrigation District, City of Tracy, Del Puerto Water District, San Benito County Water District, Santa Clara Valley Water District, and Westlands Water District) executed the First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement (“Amended Activity Agreement”), creating the mechanism for “Activity Agreement Members” to participate in the benefits and incur the obligations associated with continued project management and the anticipated Management and Cost Share Agreement and Follow-On Agreements; and

**WHEREAS**, the Water Authority, Reclamation, and Activity Agreement Members subsequently negotiated two follow-on agreements referenced in the Management and Cost Share Agreement, a Contributed Funds Agreement and Spend Plan, which govern cost sharing for the Reservoir Expansion Project, and will, upon execution, be attached to the Management and Cost Share Agreement as Exhibits; and

**WHEREAS**, consistent with the terms of the Amended Activity Agreement (Art. 6.1.b.3), the Activity Agreement Members have indicated their approval of the Water Authority’s execution of the Contributed Funds Agreement and the Spend Plan; and

**WHEREAS**, the Board has considered that certain form of the Contributed Funds Agreement, Exhibit A of Contract No. 24-WC-20-6280 (Attachment 1), and that certain form of the Spend Plan, Exhibit B of Contract No. 24-WC-20-6280 (Attachment 2), copies of which have been presented to the Board and are on file with the Secretary hereof; and

**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. The Board hereby authorizes the Executive Director to execute the Contributed Funds Agreement and Spend Plan subject to such additions, deletions, and other revisions as the said Executive Director shall approve prior to execution.

Section 3. The Executive Director, Chief Operating Officer, or such Water Authority employee or consultant, as either of such officers designate, are further authorized and directed to take such additional steps, and to execute such additional documents or revisions to the Contributed Funds Agreement or the Spend Plan, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution.

**PASSED, APPROVED AND ADOPTED** this 7th day of August, 2025, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

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

Attest:

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Federico Barajas, Secretary

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I hereby certify that the foregoing Resolution No. 2025-   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 7th day of August, 2025.

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Federico Barajas, Secretary

DRAFT

**EXHIBIT A OF CONTRACT NO. 24-WC-20-6280**

UNITED STATES

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Central Valley Project, California

**CONTRIBUTED FUNDS AGREEMENT**  
**BETWEEN**  
**THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**  
**AND**  
**THE UNITED STATES OF AMERICA FOR**  
**THE B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT**

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**CONTRIBUTED FUNDS AGREEMENT**  
**BETWEEN**  
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**THE UNITED STATES OF AMERICA FOR**  
**THE B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT**

1           THIS AGREEMENT (San Luis Reservoir Expansion Contributed Funds Agreement or  
2   SLRE CFA), made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, pursuant to the  
3   Reclamation Act of 1902, as amended (32 Stat. 388; 43 U.S.C. Part 391); including the Act of  
4   February 21, 1911 (36 Stat. 925); the Reclamation Project Act of 1939, as amended (53 Stat. 1187;  
5   43 U.S.C. Part 485); the Contributed Funds Act of March 4, 1921 (Public Law 66-389; 41 Stat.  
6   1404; 43 U.S.C. § 395); the San Luis Act of 1960, as amended (Public Law 86-488; 74 Stat. 156);  
7   the Reclamation Safety of Dams Act of 1978 (Public Law 95-578; 92 Stat. 2471); the Reclamation  
8   Reform Act of 1982, as amended (Public Law 97-293; 96 Stat. 1261); and Section 305 of the  
9   Reclamation States Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59);  
10   the Central Valley Project Improvement Act of 1992, as amended (Public Law 102-575; 106 Stat.  
11   4706); and the Water Infrastructure Improvements for the Nation Act of 2016 (WIIN Act) (Public  
12   Law 114-322; 130 Stat. 1865); made between the UNITED STATES BUREAU OF  
13   RECLAMATION, hereinafter referred to as the “United States” or “Reclamation”, and represented  
14   by the officer executing this Agreement, hereinafter referred to as the “Contracting Officer”, and



the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY, hereinafter referred to as the  
“Authority”, individually referred to as “Party” and collectively referred to as “Parties”.

WITNESSETH, That:

EXPLANATORY RECITALS

[1<sup>st</sup>] WHEREAS, consistent with the WIIN Act, on January 17, 2025, Reclamation,  
representing the United States, and the Authority, through the B.F. Sisk Dam Raise and Reservoir  
Expansion Project Activity Agreement, representing participating agencies who will collectively  
share in the costs and benefits of the Expansion Project (Exhibit F to the “SLRE Management and  
Cost Share Agreement,” defined below), entered into the Agreement between the United States and  
the San Luis & Delta-Mendota Water Authority for the Management of the Expanded San Luis  
Reservoir and Cost Share of Charges Associated with Raising of the B.F. Sisk Dam and Increased  
Storage Capacity of the Federally Administered San Luis Reservoir, hereinafter referred to as the  
“SLRE Management and Cost Share Agreement”, which provides for the sharing of costs  
associated with the B.F. Sisk Dam Raise and Reservoir Expansion Project; and

[2<sup>nd</sup>] WHEREAS, this SLRE CFA, entered into pursuant to the Sundry Civil  
Appropriations Act of March 4, 1921 (Pub. L. 66-389; 41 Stat. 1404; 43 U.S.C. 395), is Exhibit A  
to the SLRE Management and Cost Share Agreement, Contract No. 24-WC-20-6280; and provides  
for the contribution of funds for non-Federal share of the capital costs in accordance with the WIIN  
Act (§4007(b)(3)(B) and §4011(e)(2)); and

[3<sup>rd</sup>] WHEREAS, the Spend Plan attached as Exhibit B to the SLRE Management and  
Cost Share Agreement, in accordance with subarticle 3(e) of the SLRE Management and Cost  
Share Agreement, will be mutually agreed upon; and will advise the timing and frequency of the  
funds to be contributed by each Party; and

[4<sup>th</sup>] WHEREAS, the Parties desire to contribute funds to facilitate the SLRE  
Management and Cost Share Agreement; and

[5<sup>th</sup>] WHEREAS, the Parties are willing to perform their respective duties in a timely and  
cost-effective manner; and

[6<sup>th</sup>] WHEREAS, the Parties are authorized to enter into this Agreement consistent with  
Federal law, as specified above.

NOW, THEREFORE, in consideration of the mutual and dependent covenants herein  
contained, it is hereby mutually agreed by the Parties hereto as follows:

DEFINITIONS

1. When used herein unless otherwise distinctly expressed, or manifestly incompatible  
with the intent of the Parties as expressed in this Agreement, the term:

(a) “Contracting Officer” shall mean the Secretary of the United States  
Department of the Interior or his/her duly authorized representative.

(b) “Contributed Funds Agreement” shall mean the agreement by which the  
Authority contributes to the cost of the Expansion Project, entered into pursuant to the Contributed  
Funds Act of March 4, 1921 (Pub. L. 66-389; 41 Stat. 1404; 43 U.S.C. 395).

(c) “Expansion Project” shall mean the B.F. Sisk Dam Raise and Reservoir  
Expansion Project, consistent with the Record of Decision, dated October 20, 2023, as may be  
amended or supplemented, which would raise B.F. Sisk Dam an additional ten feet and provide an  
additional estimated 130 Thousand Acre-Feet (TAF) of storage in San Luis Reservoir.

(d) “Project Costs” shall mean any eligible costs associated with the Expansion  
Project.

(e) “Spend Plan” shall mean the plan provided for in the subarticle 3(e) of the SLRE Management and Cost Share Agreement, Contract No. 24-WC-20-6280, and attached as Exhibit B to the SLRE Management and Cost Share Agreement.

#### TERM OF AGREEMENT

2. This Agreement shall be effective on the date hereinabove written and shall remain in effect for the duration of the Expansion Project until the final accounting has been completed, and Exhibit E, Final Storage Benefits, has been mutually agreed upon; *provided, however*, this Agreement may be modified, amended, or terminated in writing, consistent with the provisions of Article 2 of the SLRE Management Cost Share Agreement. If termination occurs, the Parties will meet and confer to review the appropriate recognition of the Parties’ contributed funds, consistent with Article 2 of the SLRE Management and Cost Share Agreement. In case of conflict or ambiguity between this Agreement/exhibit and the SLRE Management and Cost Share Agreement, the SLRE Management and Cost Share Agreement controls.

#### CONTRIBUTION OF FUNDS

3. Pursuant to Section 4007(b)(2) of the WIIN Act, Reclamation is authorized to participate in a federally owned storage project in an amount equal to not more than 50% of the Project Costs. However, Reclamation and the Authority have agreed to an initial 70% Authority/30% Federal share of Project Costs. Federal funding for the Expansion Project is subject to funding availability and appropriations. Upon the execution of this Agreement, a specific Bureau of Reclamation account will be established to provide for the contribution of funds outlined in the Spend Plan. The contributed funds will be utilized by Reclamation to fund expenditures directly related to the Expansion Project as outlined in Article 3 of the SLRE Management and Cost Share Agreement. The Spend Plan will inform the timing and frequency of all funds to be contributed

under this Agreement, and the Spend Plan may be changed to facilitate the needs of the Expansion Project upon mutual agreement.

(a) Payment and Advance Payment:

(1) Project funding from the Authority for its non-Federal share of the Expansion Project will be made to Reclamation as shown in the Spend Plan.

(2) All funds provided by the Authority will be utilized by Reclamation to pay for costs of the Expansion Project and will be credited towards the Authority's non-Federal share.

(3) If the Authority fails to make any payment required under the Spend Plan, following written notice from Reclamation, the Parties will meet and confer and agree upon revisions to the Spend Plan prior to the due date for the next payment.

(b) Reclamation will prepare and submit to the Authority for payment invoices in accordance with the Spend Plan.

(c) Reclamation and the Authority will each prepare and submit to the other Party a monthly report of all Expansion Project expenditures incurred by such Party during each month. The reports will be due no later than thirty (30) days following the end of the previous month.

(d) Upon request, Reclamation will provide the Authority with an accounting of contributed funds expended towards the Expansion Project.

(e) Any funds contributed by the Authority in excess of the amount necessary for the non-Federal share of the Expansion Project will, at the Authority's request, be refunded to the Authority at the completion of the Expansion Project or upon termination under Article 2 of this Agreement. If a refund is requested by the Authority, in writing, Reclamation will, in a timely

manner, seek to refund within ninety (90) days from the date a determination is made that funds are available to be refunded.

#### SEVERABILITY

4. If any provision of this Agreement shall be held invalid, illegal, or unenforceable, by a court of competent jurisdiction, the remaining portion or portions shall be considered severable and not be affected by such holding, and the rights and obligations of the Parties shall be construed and enforced as if the provision had not been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the fundamental benefits afforded by either Party to this Agreement to become unavailable or materially altered.

#### NOTICES

5. Any notice, demand, or request authorized or required by this Agreement shall be deemed to have been given, on behalf of the Authority, when mailed, postage prepaid, or delivered to the Resources Manager, California-Great Basin Region, Bureau of Reclamation, 2800 Cottage Way, Sacramento, CA, 95825, and on behalf of the United States, when mailed, postage prepaid, or delivered to the Board of Directors, San Luis & Delta-Mendota Water Authority, P.O. Box 2157, Los Banos, California 93635. The designation of the addressee or the address may be changed by notice given in the same manner as provided in this article for other notices.

#### CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS

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

#### OFFICIALS NOT TO BENEFIT

7. No Member of or Delegate to the Congress, Resident Commissioner, or official of the Authority shall benefit from this Agreement other than as a water user or landowner in the same manner as other water users or landowners.

#### CHANGES IN AUTHORITY'S ORGANIZATION

8. While this Agreement is in effect, no change may be made in the Authority's organization, by inclusion or exclusion of lands or by any other changes which may affect the respective rights, obligations, privileges, and duties of either the United States or the Authority

under this Agreement including, but not limited to, dissolution, consolidation, or merger, except upon the Contracting Officer's written consent.

#### ASSIGNMENT LIMITED—SUCCESSORS AND ASSIGNS OBLIGATED

9. (a) The provisions of this Agreement shall apply to and bind the successors and assigns of the Parties hereto, but no assignment or transfer of this Agreement or any right or interest therein by either Party shall be valid until approved in writing by the other Party.

(b) Reclamation shall not unreasonably withhold its consent to an assignment of the Authority's rights and obligations under this Agreement to a third party.

#### BOOKS, RECORDS, AND REPORTS

10. The Authority shall establish and maintain accounts and other books and records pertaining to administration of the terms and conditions of this Agreement, including the Authority's financial transactions; water supply data; project operation, maintenance, and replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting Officer may require. Reports shall be furnished to the Contracting Officer in such form and on such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and regulations, each Party to this Agreement shall have the right during office hours to examine and make copies of the other Party's books and records relating to matters covered by this Agreement.

#### COMPLIANCE WITH CIVIL RIGHTS LAWS AND REGULATIONS

11. (a) The Authority shall comply with Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L. 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the applicable implementing regulations and any guidelines imposed by the U.S. Department of the Interior and/or Bureau of Reclamation.

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

(c) The Authority makes this agreement in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other Federal

171 financial assistance extended after the date hereof to the Authority by the Bureau of Reclamation,  
172 including installment payments after such date on account of arrangements for Federal financial  
173 assistance which were approved before such date. The Authority recognizes and agrees that such  
174 Federal assistance will be extended in reliance on the representations and agreements made in this  
175 article and that the United States reserves the right to seek judicial enforcement thereof.

176 (d) Complaints of discrimination against the Authority shall be investigated by  
177 the Contracting Officer's Office of Civil Rights.

178 MEDIUM FOR TRANSMITTING PAYMENTS

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

183 (b) Upon execution of the Agreement, the Authority shall furnish the  
184 Contracting Officer with the Authority's taxpayer identification number (TIN). The purpose for  
185 requiring the Authority's TIN is for collecting and reporting any delinquent amounts arising out of  
186 the Authority's relationship with the United States.

188 and year first above written.

189 (SEAL)

190 By: \_\_\_\_\_  
191 Regional Director  
192 Interior Region 10: California-Great Basin  
193 Bureau of Reclamation

194 SAN LUIS & DELTA-MENDOTA WATER  
195 AUTHORITY

196 By: \_\_\_\_\_  
197 Chair, Board of Directors  
198 Attest:

199	
200	Secretary



**EXHIBIT B OF CONTRACT NO. 24-WC-20-6280**

**SPEND PLAN**

**B.F. Sisk Dam Raise and Reservoir Expansion Project  
2025-06-04**

**Estimated Cost for the Expansion Project: \$1,044,975**

Estimated Costs for Crest Raise: \$ 515,655,420

Estimated Costs for State Road 152 Raise: \$ 529,319,580

This Project Spend Plan is established pursuant to Article 3 of the "*San Luis Reservoir Expansion Management and Cost Share Agreement*," Contract No. 24-WC-6280, dated January 17, 2025 ("SLRE Management and Cost Share Agreement"), whose terms are subject to Title 2 of the Code of Federal Regulations § Part 200 and applicable law. In case of conflict or ambiguity between this Spend Plan/exhibit and the SLRE Management and Cost Share Agreement, the SLRE Management and Cost Share Agreement controls.

The current cost estimate for the Project is based on a conceptual design and will be updated at 30% and 90% design milestones. After each update the Spend Plan may be revised to reflect updated costs. Major components include raising the dam crest by 10 ft and elevating State Road (SR) 152 to accommodate higher water levels in the reservoir. Costs are allocated 70% to San Luis & Delta-Mendota Water Authority (Authority) and 30% to the U.S. Bureau of Reclamation (Reclamation). The Authority will be primarily responsible for the design and construction of SR 152 and Reclamation will be responsible for the design and construction of the crest raise.

The objective of this Spend Plan is to maintain the overall 70/30 contribution ratio. Quarterly meetings will be held to review the Project schedule, ensure contributions align with the schedule, and ensure that funds are available as needed. If any significant shortfall by the Authority or Reclamation occurs, the parties will meet and confer to develop a plan to remedy the shortfall.

Although quarterly and annual true-ups will occur, given the 70/30 anticipated cost share, the parties do not anticipate that Reclamation would make any payments to the Authority, even if a given year shows a credit to the Authority.

If at any point or points during design or construction Reclamation spending reaches 45% of the cumulative spend, a payment from the Authority to Reclamation will be deposited at the direction of the Contracting Officer within a reasonable timeframe to bring the cost share back to the 70/30 contribution.

Table 1 estimates Project costs by year including construction and non-contract expenses, allocated according to the 70/30 ratio between the Authority and Reclamation based on the current Project schedule.

Table 2 estimates the Project costs and invoicing schedule by quarter allocated according to the 70/30 ratio between the Authority and Reclamation based on the current project schedule.

Table 3 estimates the Project costs by quarter and category allocated according to the 70/30 ratio

between the Authority and Reclamation based on the current project schedule.

Table 4 graphically represents the costs by year including construction and non-contract expenses, allocated according to the 70/30 ratio between the Authority and Reclamation based on the current Project schedule.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

THE UNITED STATES OF AMERICA

By: \_\_\_\_\_  
Regional Director  
Interior Region 10: California-Great Basin  
Bureau of Reclamation

San Luis & Delta-Mendota Water Authority

(SEAL)

By: \_\_\_\_\_  
Chair, Board of Directors

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_

Contract No. 24-WC-20-6280 - Exhibit B -Table 1

B.F. SISK PROJECT COST BY YEAR										
Calendar Year	Authority Share	%	Federal Share	%	Total Yearly Spend	Authority Cumulative	%	Federal Cumulative	%	Combined Cumulative
<b>Planning Costs</b>	\$ 3,980,480	70%	\$ 1,705,920	30%	\$ 5,686,400	\$ 3,980,480	0.4%	\$ 1,705,920	0.2%	\$ 5,686,400
2025	\$ 3,594,382	70%	\$ 1,540,449	30%	\$ 5,134,832	\$ 7,574,862	0.7%	\$ 3,246,369	0.3%	\$ 10,821,232
2026	\$ 3,300,490	70%	\$ 1,414,496	30%	\$ 4,714,986	\$ 10,875,352	1.0%	\$ 4,660,865	0.4%	\$ 15,536,217
2027	\$ 8,065,562	70%	\$ 3,456,669	30%	\$ 11,522,232	\$ 18,940,914	1.8%	\$ 8,117,535	0.8%	\$ 27,058,449
2028	\$ 11,364,748	70%	\$ 4,870,606	30%	\$ 16,235,355	\$ 30,305,662	2.9%	\$ 12,988,141	1.2%	\$ 43,293,803
2029	\$ 144,823,211	70%	\$ 62,067,091	30%	\$ 206,890,302	\$ 175,128,874	16.8%	\$ 75,055,232	7.2%	\$ 250,184,105
2030	\$ 245,409,294	70%	\$ 105,175,412	30%	\$ 350,584,705	\$ 420,538,167	40.2%	\$ 180,230,643	17.2%	\$ 600,768,811
2031	\$ 207,899,323	70%	\$ 89,099,710	30%	\$ 296,999,033	\$ 628,437,490	60.1%	\$ 269,330,353	25.8%	\$ 897,767,843
2032	\$ 85,262,359	70%	\$ 36,541,011	30%	\$ 121,803,370	\$ 713,699,850	68.3%	\$ 305,871,364	29.3%	\$ 1,019,571,214
2033	\$ 17,782,650	70%	\$ 7,621,136	30%	\$ 25,403,786	\$ 731,482,500	70.0%	\$ 313,492,500	30.0%	\$ 1,044,975,000
<b>Total</b>	<b>\$ 731,482,500</b>	<b>70%</b>	<b>\$ 313,492,500</b>	<b>30%</b>	<b>\$ 1,044,975,000</b>					

Contract No. 24-WC-20-6280 - Exhibit B - Table 2

B.F. SISK PROJECT COST AUTHORITY & FEDERAL SHARES									
Qtr. by Calendar Year	Authority			Federal			Quarterly True-Up	Authority Payment to Reclamation	Authority Credit
	Authority Share	Cumulative	Authority %	Federal Share	Cumulative	Federal %			
Planning Costs	\$ 3,980,480	\$ 3,980,480	70.0%	\$ 1,705,920	\$ 1,705,920	30.0%	\$ (1,020,996)		\$ 1,020,996
Mar-25	\$ 898,596	\$ 4,879,076	70.0%	\$ 385,112	\$ 2,091,032	30.0%	\$ (115,112)		
Jun-25	\$ 898,596	\$ 5,777,671	70.0%	\$ 385,112	\$ 2,476,145	30.0%	\$ (115,112)		
Sep-25	\$ 898,596	\$ 6,676,267	70.0%	\$ 385,112	\$ 2,861,257	30.0%	\$ (115,112)		
Dec-25	\$ 898,596	\$ 7,574,862	70.0%	\$ 385,112	\$ 3,246,369	30.0%	\$ (115,112)		\$ 460,449
Mar-26	\$ 825,123	\$ 8,399,985	70.0%	\$ 353,624	\$ 3,599,993	30.0%	\$ 22,838		
Jun-26	\$ 825,123	\$ 9,225,107	70.0%	\$ 353,624	\$ 3,953,617	30.0%	\$ 22,838		
Sep-26	\$ 825,123	\$ 10,050,230	70.0%	\$ 353,624	\$ 4,307,241	30.0%	\$ 22,838		
Dec-26	\$ 825,123	\$ 10,875,352	70.0%	\$ 353,624	\$ 4,660,865	30.0%	\$ 22,838	\$ 91,350	
Mar-27	\$ 2,016,391	\$ 12,891,743	70.0%	\$ 864,167	\$ 5,525,033	30.0%	\$ 1,132,294		
Jun-27	\$ 2,016,391	\$ 14,908,133	70.0%	\$ 864,167	\$ 6,389,200	30.0%	\$ 1,132,294		
Sep-27	\$ 2,016,391	\$ 16,924,524	70.0%	\$ 864,167	\$ 7,253,367	30.0%	\$ 1,132,294		
Dec-27	\$ 2,016,391	\$ 18,940,914	70.0%	\$ 864,167	\$ 8,117,535	30.0%	\$ 1,132,294	\$ 4,529,177	
Mar-28	\$ 2,841,187	\$ 21,782,101	70.0%	\$ 1,217,652	\$ 9,335,186	30.0%	\$ 778,810		
Jun-28	\$ 2,841,187	\$ 24,623,288	70.0%	\$ 1,217,652	\$ 10,552,838	30.0%	\$ 778,810		
Sep-28	\$ 2,841,187	\$ 27,464,475	70.0%	\$ 1,217,652	\$ 11,770,489	30.0%	\$ 778,810		
Dec-28	\$ 2,841,187	\$ 30,305,662	70.0%	\$ 1,217,652	\$ 12,988,141	30.0%	\$ 778,810	\$ 3,115,240	
Mar-29	\$ 36,205,803	\$ 66,511,465	70.0%	\$ 15,516,773	\$ 28,504,914	30.0%	\$ 16,008,153		
Jun-29	\$ 36,205,803	\$ 102,717,268	70.0%	\$ 15,516,773	\$ 44,021,686	30.0%	\$ 16,008,153		
Sep-29	\$ 36,205,803	\$ 138,923,071	70.0%	\$ 15,516,773	\$ 59,538,459	30.0%	\$ 16,008,153		
Dec-29	\$ 36,205,803	\$ 175,128,874	70.0%	\$ 15,516,773	\$ 75,055,232	30.0%	\$ 16,008,153	\$ 64,032,610	
Mar-30	\$ 61,352,323	\$ 236,481,197	70.0%	\$ 26,293,853	\$ 101,349,085	30.0%	\$ 4,893,572		
Jun-30	\$ 61,352,323	\$ 297,833,521	70.0%	\$ 26,293,853	\$ 127,642,937	30.0%	\$ 4,893,572		
Sep-30	\$ 61,352,323	\$ 359,185,844	70.0%	\$ 26,293,853	\$ 153,936,790	30.0%	\$ 4,893,572		
Dec-30	\$ 61,352,323	\$ 420,538,167	70.0%	\$ 26,293,853	\$ 180,230,643	30.0%	\$ 4,893,572	\$ 19,574,289	
Mar-31	\$ 51,974,831	\$ 472,512,998	70.0%	\$ 22,274,927	\$ 202,505,571	30.0%	\$ 8,574,998		
Jun-31	\$ 51,974,831	\$ 524,487,829	70.0%	\$ 22,274,927	\$ 224,780,498	30.0%	\$ 8,574,998		
Sep-31	\$ 51,974,831	\$ 576,462,660	70.0%	\$ 22,274,927	\$ 247,055,426	30.0%	\$ 8,574,998		
Dec-31	\$ 51,974,831	\$ 628,437,490	70.0%	\$ 22,274,927	\$ 269,330,353	30.0%	\$ 8,574,998	\$ 34,299,991	
Mar-32	\$ 21,315,590	\$ 649,753,080	70.0%	\$ 9,135,253	\$ 278,465,606	30.0%	\$ 15,114,357		
Jun-32	\$ 21,315,590	\$ 671,068,670	70.0%	\$ 9,135,253	\$ 287,600,859	30.0%	\$ 15,114,357		
Sep-32	\$ 21,315,590	\$ 692,384,260	70.0%	\$ 9,135,253	\$ 296,736,111	30.0%	\$ 15,114,357		
Dec-32	\$ 21,315,590	\$ 713,699,850	70.0%	\$ 9,135,253	\$ 305,871,364	30.0%	\$ 15,114,357	\$ 60,457,428	
Mar-33	\$ 10,652,904	\$ 724,352,754	70.0%	\$ 4,565,530	\$ 310,436,895	30.0%	\$ 10,533,719		
Jun-33	\$ 7,129,746	\$ 731,482,500	70.0%	\$ 3,055,605	\$ 313,492,500	30.0%	\$ 4,074,141	\$ 14,607,860	
Total	\$ 731,482,500		70.0%	\$ 313,492,500		30.0%		\$ 200,707,945	\$ 1,481,445
Total Payments to Reclamation								\$ 199,226,500	

Contract No. 24-WC-20-6280 - Exhibit B - Table 3

B.F SISK PROJECT COST BY QUARTER & CATEGORY										
Qtr. by Calendar Year	Project Management	Environmental	Facilitating Services	HWY 152 Design	HWY 152 Construction Mgmt	HWY 152 Construction	Reservoir Design	Reservoir Construction Mgmt	Reservoir Construction	Total All Categories
Planning Costs	\$ -	\$ 5,001,476	\$ -	\$ -	\$ -	\$ -	\$ 684,924	\$ -	\$ -	\$ 5,686,400
Mar-25	\$ 238,370	\$ 253,064	\$ 184,737	\$ 337,536	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ 1,283,708
Jun-25	\$ 238,370	\$ 253,064	\$ 184,737	\$ 337,536	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ 1,283,708
Sep-25	\$ 238,370	\$ 253,064	\$ 184,737	\$ 337,536	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ 1,283,708
Dec-25	\$ 238,370	\$ 253,064	\$ 184,737	\$ 337,536	\$ -	\$ -	\$ 270,000	\$ -	\$ -	\$ 1,283,708
Mar-26	\$ 119,185	\$ 227,780	\$ 153,948	\$ 301,372	\$ -	\$ -	\$ 376,462	\$ -	\$ -	\$ 1,178,746
Jun-26	\$ 119,185	\$ 227,780	\$ 153,948	\$ 301,372	\$ -	\$ -	\$ 376,462	\$ -	\$ -	\$ 1,178,746
Sep-26	\$ 119,185	\$ 227,780	\$ 153,948	\$ 301,372	\$ -	\$ -	\$ 376,462	\$ -	\$ -	\$ 1,178,746
Dec-26	\$ 119,185	\$ 227,780	\$ 153,948	\$ 301,372	\$ -	\$ -	\$ 376,462	\$ -	\$ -	\$ 1,178,746
Mar-27	\$ 143,022	\$ 113,890	\$ 205,264	\$ 421,920	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 2,880,558
Jun-27	\$ 143,022	\$ 113,890	\$ 205,264	\$ 421,920	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 2,880,558
Sep-27	\$ 143,022	\$ 113,890	\$ 205,264	\$ 421,920	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 2,880,558
Dec-27	\$ 143,022	\$ 113,890	\$ 205,264	\$ 421,920	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 2,880,558
Mar-28	\$ 143,022	\$ 113,890	\$ 153,948	\$ 1,651,517	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 4,058,839
Jun-28	\$ 143,022	\$ 113,890	\$ 153,948	\$ 1,651,517	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 4,058,839
Sep-28	\$ 143,022	\$ 113,890	\$ 153,948	\$ 1,651,517	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 4,058,839
Dec-28	\$ 143,022	\$ 113,890	\$ 153,948	\$ 1,651,517	\$ -	\$ -	\$ 1,996,462	\$ -	\$ -	\$ 4,058,839
Mar-29	\$ 143,022	\$ 113,890	\$ 102,632	\$ 1,567,133	\$ 553,500	\$ 17,717,473	\$ 983,962	\$ 915,806	\$ 29,625,158	\$ 51,722,575
Jun-29	\$ 143,022	\$ 113,890	\$ 102,632	\$ 1,567,133	\$ 553,500	\$ 17,717,473	\$ 983,962	\$ 915,806	\$ 29,625,158	\$ 51,722,575
Sep-29	\$ 143,022	\$ 113,890	\$ 102,632	\$ 1,567,133	\$ 553,500	\$ 17,717,473	\$ 983,962	\$ 915,806	\$ 29,625,158	\$ 51,722,575
Dec-29	\$ 143,022	\$ 113,890	\$ 102,632	\$ 1,567,133	\$ 553,500	\$ 17,717,473	\$ 983,962	\$ 915,806	\$ 29,625,158	\$ 51,722,575
Mar-30	\$ 143,022	\$ 113,890	\$ 123,158	\$ 1,265,761	\$ 1,660,500	\$ 53,152,419	\$ 646,462	\$ 915,806	\$ 29,625,158	\$ 87,646,176
Jun-30	\$ 143,022	\$ 113,890	\$ 123,158	\$ 1,265,761	\$ 1,660,500	\$ 53,152,419	\$ 646,462	\$ 915,806	\$ 29,625,158	\$ 87,646,176
Sep-30	\$ 143,022	\$ 113,890	\$ 123,158	\$ 1,265,761	\$ 1,660,500	\$ 53,152,419	\$ 646,462	\$ 915,806	\$ 29,625,158	\$ 87,646,176
Dec-30	\$ 143,022	\$ 113,890	\$ 123,158	\$ 1,265,761	\$ 1,660,500	\$ 53,152,419	\$ 646,462	\$ 915,806	\$ 29,625,158	\$ 87,646,176
Mar-31	\$ 143,022	\$ 91,029	\$ 51,316	\$ 482,195	\$ 1,291,500	\$ 41,340,771	\$ 308,962	\$ 915,806	\$ 29,625,158	\$ 74,249,758
Jun-31	\$ 143,022	\$ 91,029	\$ 51,316	\$ 482,195	\$ 1,291,500	\$ 41,340,771	\$ 308,962	\$ 915,806	\$ 29,625,158	\$ 74,249,758
Sep-31	\$ 143,022	\$ 91,029	\$ 51,316	\$ 482,195	\$ 1,291,500	\$ 41,340,771	\$ 308,962	\$ 915,806	\$ 29,625,158	\$ 74,249,758
Dec-31	\$ 143,022	\$ 91,029	\$ 51,316	\$ 482,195	\$ 1,291,500	\$ 41,340,771	\$ 308,962	\$ 915,806	\$ 29,625,158	\$ 74,249,758
Mar-32	\$ 59,593	\$ -	\$ 51,316	\$ -	\$ 184,500	\$ 5,905,824	\$ -	\$ 549,484	\$ 23,700,126	\$ 30,450,843
Jun-32	\$ 59,593	\$ -	\$ 51,316	\$ -	\$ 184,500	\$ 5,905,824	\$ -	\$ 549,484	\$ 23,700,126	\$ 30,450,843
Sep-32	\$ 59,593	\$ -	\$ 51,316	\$ -	\$ 184,500	\$ 5,905,824	\$ -	\$ 549,484	\$ 23,700,126	\$ 30,450,843
Dec-32	\$ 59,593	\$ -	\$ 51,316	\$ -	\$ 184,500	\$ 5,905,824	\$ -	\$ 549,484	\$ 23,700,126	\$ 30,450,843
Mar-33	\$ 119,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 879,174	\$ 14,220,076	\$ 15,218,435
Jun-33	\$ 119,185	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 586,116	\$ 9,480,050	\$ 10,185,352
Total	\$ 4,767,408	\$ 9,111,214	\$ 4,105,271	\$ 24,109,738	\$ 14,760,000	\$ 472,465,949	\$ 27,000,000	\$ 14,652,900	\$ 474,002,520	\$ 1,044,975,000

Notes: The Authority's and Reclamation's spend prior to March 1, 2025 is captured in Planning Costs under the Environmental and Reservoir Design categories, respectively.

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### B.F. Sisk Spend Plan

