



Official Memorandum

PO Box 2157
Los Banos, CA 93635
sldmwa.org

To: SLDMWA Board of Directors, Alternates
SLDMWA Water Resources Committee, Alternates

From: Federico Barajas, Executive Director

Date: July 6, 2026

RE: Adoption of Resolution Authorizing Execution of Letter Agreement for Los Banos Creek Detention Dam Reservoir Re-Operation Project and Los Banos Creek Detention Dam Reservoir Re-Operation Project Activity Agreement

Background

The San Luis & Delta-Mendota Water Authority (Water Authority) has collaborated with the U.S. Bureau of Reclamation (Reclamation) on drought-resiliency objectives identified in the “Memorandum of Understanding between the United States of America Department of Interior Bureau of Reclamation and FWA [Friant Water Authority], SLDMWA, and SJRECWA [San Joaquin River Exchange Contractors Water Authority] for Establishing a South of Delta Drought Resiliency Framework” (Drought Plan MOU), including the need to develop surface and groundwater storage options outside of, and in addition to, the federal share of San Luis Reservoir. The Los Banos Creek Detention Dam, a federally owned joint-use facility, has been identified as one such potential storage option for further evaluation.

Secretarial Order 3446 directs Reclamation to maximize acquisition flexibility by working with and leveraging the acquisition tools of its partners, including the Authority. Article 35 of the Water Authority’s Transfer Agreement with Reclamation (Contract No. 8-07-20-X0354-X) provides the mechanism for Reclamation to provide cooperation/mutual aid to the Authority to undertake various projects like the Los Banos Creek Detention Dam Reservoir Re-Operation Project (Project).

Through Section 50233 (Drought Mitigation in the Reclamation States) of Public Law 117-169, Reclamation has made \$16,000,000 of non-reimbursable funds available for the Project. Reclamation recently shared a draft Letter Agreement (Funding Agreement) for the non-reimbursable funds, which would provide the mechanism for Reclamation to provide the non-reimbursable funds to the Water Authority. The Water Authority would concurrently execute a Los Banos Creek Detention Dam Reservoir Re-Operation Project Activity Agreement (Activity Agreement) with interested member agencies (Activity Agreement Members or Participating Agencies). The Water Authority would then work with Activity Agreement Members to utilize the non-reimbursable funds to carry out activities deemed necessary for completing the Project.

Issue for Decision

Whether the Water Resources Committee should recommend, and the Board of Directors should adopt, the proposed resolution authorizing execution of Letter Agreement for Los Banos Creek Detention Dam Reservoir Re-Operation Project and Los Banos Creek Detention Dam Reservoir Re-Operation Project Activity Agreement.



Recommendation

Staff recommends adoption of the proposed resolution.

Analysis

Letter Agreement

Adopting the proposed resolution and executing the proposed Letter Agreement will enable the Water Authority to access the non-reimbursable funds. Accessing these funds is a crucial step for the Authority to work with Participating Agencies to proceed with the Project.

While the draft Letter Agreement has been reviewed by staff and is near final, it is possible that some edits may be required before the document is finalized and executed. For this reason, staff is requesting authorization to execute the Letter Agreement in substantial form.

Activity Agreement

Executing the Activity Agreement will provide the mechanism for the Water Authority to disburse the non-reimbursable funds to Participating Agencies to carry out all activities necessary for completing the Project.

As a condition to disbursement, the Authority may establish processes and requirements for itself and/or the Activity Agreement Members that are consistent with the Office of Management and Budget's ("OMB") Uniform Guidance for intermediaries advancing government funding contained in Code of Federal Regulations Title 2/Subtitle A/Chapter II/Part 200 (see 2 CFR 200.302, 200.305, 200.331–332), OMB Circular A-102, and any other laws, rules, regulations, and guidances the Authority deems appropriate. The Activity Agreement explains that the Authority plans to enter into a separate agreement with the Activity Agreement Members who are to receive the funding for the purpose of detailing the specifics applicable to disbursement of the funds. By executing the Activity Agreement, the Activity Agreement Members who receive the funding agree to enter into such an agreement with the Authority.

Staff worked with member agencies San Luis Water District, Grassland Water District, and Central California Irrigation District to develop the draft Activity Agreement. One or more of these districts will be the ultimate recipient of the funding and will be responsible for carrying out all activities necessary for preparing and completing the Project, including, but not limited to, technical, engineering, modeling, environmental, project management, implementation, and related tasks.

While the draft Activity Agreement is near final, it is possible that some edits may be required before the document is finalized and executed. For this reason, staff is requesting authorization to execute the Activity Agreement in substantial form.

Execution of the Letter Agreement and the Activity Agreement are administrative and organizational actions that will not result in a direct change in the environment or a reasonably foreseeable indirect change to the environment and, thus, do not constitute projects under the California Environmental Quality Act (CEQA). (CEQA Guidelines, § 15378(b)(5).)



Budget Implications

The OM&R budget is not impacted by adoption of the proposed resolution. However, the Activity Agreement would require an initial collection of \$20,000 from the Activity Agreement Members to initially fund the budget (e.g. Activity Agreement Expenses / staff time) for the Activity Agreement.

Attachments

1. Draft Resolution Authorizing Execution of Letter Agreement for Los Banos Creek Detention Dam Reservoir Re-Operation Project and Los Banos Creek Detention Dam Reservoir Re-Operation Project Activity Agreement
2. Draft Letter Agreement for Los Banos Creek Detention Dam Reservoir Re-Operation Project
3. Draft Los Banos Creek Detention Dam Reservoir Re-Operation Project Activity Agreement

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2026-

RESOLUTION AUTHORIZING EXECUTION OF LETTER AGREEMENT FOR LOS BANOS CREEK DETENTION DAM RESERVOIR RE-OPERATION PROJECT AND LOS BANOS CREEK DETENTION DAM RESERVOIR RE-OPERATION PROJECT ACTIVITY AGREEMENT

WHEREAS, the San Luis & Delta-Mendota Water Authority (“Water Authority”) has collaborated with the U.S. Bureau of Reclamation (“Reclamation”) on drought-resiliency objectives identified in the “Memorandum of Understanding between the United States of America Department of Interior Bureau of Reclamation and FWA [Friant Water Authority], SLDMWA, and SJRECWA [San Joaquin River Exchange Contractors Water Authority] for Establishing a South of Delta Drought Resiliency Framework” (“Drought Plan MOU”), including the need to develop surface and groundwater storage options outside of, and in addition to, the federal share of San Luis Reservoir; and

WHEREAS, the Los Banos Creek Detention Dam, a federally owned joint-use facility, has been identified as one such potential storage option for further evaluation; and

WHEREAS, Secretarial Order 3446 directs Reclamation to maximize acquisition flexibility by working with and leveraging the acquisition tools of its partners, including the Water Authority, and Article 35 of the Water Authority’s Transfer Agreement with Reclamation (Contract No. 8-07-20-X0354-X) provides the mechanism for Reclamation to provide cooperation/mutual aid to the Water Authority to undertake various projects like the Los Banos Creek Detention Dam Reservoir Re-Operation Project (“Project”); and

WHEREAS, through Section 50233 (Drought Mitigation in the Reclamation States) of Public Law 117-169, Reclamation has made \$16,000,000 of non-reimbursable funds available for the Project, and Reclamation has shared a draft Letter Agreement (“Funding Agreement”) for the non-reimbursable funds that would provide the mechanism for Reclamation to provide the non-reimbursable funds to the Water Authority; and

WHEREAS, the Water Authority is in the process of finalizing the Los Banos Creek Detention Dam Reservoir Re-Operation Project Activity Agreement (“Activity Agreement”) for Water Authority members who desire to participate in the benefits and incur the obligations of utilizing the non-reimbursable funds to carry out activities deemed necessary for completing the Project; and

WHEREAS, the Board has considered the latest draft of the Letter Agreement and the Activity Agreement, copies of which have been presented to the Board; and

WHEREAS, execution of the Letter Agreement and the Activity Agreement are administrative and organizational actions that will not result in a direct change in the environment or a reasonably foreseeable indirect change to the environment and, thus, do not constitute projects under the California Environmental Quality Act (“CEQA”). (CEQA Guidelines, § 15378(b)(5).)

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 Letter Agreement for the Los Banos Creek Detention Dam Reservoir Re-Operation Project in substantially the form presented to the Board, subject to such additions, deletions, and other revisions as the said Executive Director shall approve prior to execution.

Section 3. The Board hereby authorizes the Executive Director to execute the Los Banos Creek Detention Dam Reservoir Re-Operation Project Activity Agreement in substantially the form presented to the Board, subject to such additions, deletions, and other revisions as the said Executive Director shall approve prior to execution.

Section 4. 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, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution.

PASSED, APPROVED AND ADOPTED this 9th day of July, 2026, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.

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

Attest:

Federico Barajas, Secretary

I hereby certify that the foregoing Resolution No. 2026- 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 9th day of July, 2026.

Federico Barajas, Secretary



United States Department of the Interior

BUREAU OF RECLAMATION
2800 Cottage Way
Sacramento, CA 95825-1898



IN REPLY REFER TO:

CGB-100
1.3.11

Board of Directors
San Luis & Delta-Mendota Water Authority
842 6th Street
Los Baños, California 93635

Subject: Letter Agreement for the Los Banos Creek Detention Dam Reservoir Re-Operation Project

Dear Board Members:

This funding agreement (Agreement) made this ____ day of _____, 2026, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), and acts amendatory and supplementary thereto, including but not limited to, Section 50233, Inflation Reduction Act, Pub. L. No. 117-169, 136 Stat. 2053 (Aug. 16, 2022), and the San Joaquin River Restoration Settlement Act, Pub. L. 111-11, Title X, all collectively hereinafter referred to as “Federal Reclamation law”, between THE UNITED STATES OF AMERICA acting by and through the Bureau of Reclamation, hereinafter referred to as the “United States” or “Reclamation”, and the SAN LUIS & DELTA-MENDOTA WATER AUTHORITY, hereinafter referred to as the “Authority”, a joint powers authority duly organized, existing, and acting pursuant to the laws of the State of California and pursuant to that certain transferred works agreement (Contract No. 8-07-20-X0354-X, as amended) hereinafter referred to as the “Transfer Agreement.” Reclamation and the Authority may be referred to individually as a “Party” and collectively as “Parties.” This Agreement identifies the authority, roles, work, and responsibilities associated with disbursement of non-reimbursable funds authorized by Section 50233 (Drought Mitigation in the Reclamation States) of P.L. 117-169, and the San Joaquin River Restoration Settlement Act, Pub. L. 111-11, Title X, for the Los Banos Creek Detention Dam Reservoir Re-Operation Project (“Project”).

I. Recitals

- A. The Los Banos Creek Detention Dam (“LBCDD”) and Los Banos Creek Detention Reservoir (“LBCDR”) are federally-owned and state-operated facilities that were constructed jointly by Reclamation and the California Department of Water Resources (“DWR”) as part of the San Luis Unit of the Central Valley Project (“CVP”) to provide flood control protection to the San Luis Canal.

DRAFT

- B. The LBCDD became operational in 1966 and the LBCDR has a maximum storage of 34,500 acre-feet (“AF”), although it is currently operated near or below the U.S. Army Corps of Engineers conservation pool of 20,600 AF of storage.
- C. The Parties have collaborated on drought-resiliency objectives identified in the “Memorandum of Understanding Between the United States of America Department of the Interior Bureau of Reclamation and FWA, SLDMWA, and SJRECWA for Establishing a South of Delta Drought Resiliency Framework” (Drought Plan MOU), including the need to develop surface and groundwater storage options outside of, and in addition to, the federal share of San Luis Reservoir. The Los Banos Creek Detention Dam has been identified as one such potential storage option for further evaluation.
- D. Reclamation has also collaborated with San Luis Water District, Grassland Water District, and the San Joaquin River Exchange Contractors to complete the permitting and construction necessary to reoperate the LBCDD within the existing 20,600 AF conservation pool under their proposed Los Banos Creek Detention Reservoir Storage Program. The program releases riparian water when necessary and allows the storage of up to approximately 8,000 AF of water within the conservation pool limit. This program was reviewed and approved by Reclamation and a temporary standing order was issued February 21, 2025.
- E. This Project is separate from the program identified in Recital D and is intended to modify the existing conservation pool without adversely affecting the Reclamation approved program in Recital D.
- F. The United States Department of the Interior Secretarial Order No. 3446 (November 20, 2025) directs Reclamation to “through its regional and area offices...actively engage with its water and power partners to identify opportunities to modify existing contracts or incorporate new provisions that enable qualified entities to assume responsibility for procuring and managing federally funded construction and maintenance projects at BOR facilities.”
- G. Consistent with the directive of Secretarial Order No. 3446, Reclamation has determined that the Authority is uniquely positioned to assist in completing the Project under the Mutual Aid (Article 35) provisions of the Transfer Agreement between Reclamation and the Authority (Contract No. 8-07-20-X0354-X).
- H. Pursuant to Section 50233 (Drought Mitigation in the Reclamation States) of P.L. 117-169, and the San Joaquin River Restoration Settlement Act, Pub. L. 111-11, Title X, Subtitle A, which together authorize the provision of non-reimbursable funds, the Secretary of the Interior, acting through Reclamation, is authorized to allocate non-reimbursable funds (not subject to repayment by the non-Federal beneficiaries [i.e. San Luis Unit, Delta Division, and San Felipe Division contractors]) to the Authority for the Project.

DRAFT

- I. Secretarial Order No. 3446 directs Reclamation to maximize acquisition flexibility by working with and leveraging the acquisition tools of our partners and to explore the feasibility of expanding this partner-led approach to other Bureaus and Offices.
- J. This Agreement documents our shared understanding and intent for the Authority, representing member agencies who will collectively share in the costs and benefits of the Project (“Participating Agencies”) through the Los Banos Creek Detention Dam Reservoir Re-Operation Project Activity Agreement, as may be amended or supplemented, attached as Exhibit A (“Activity Agreement”), to assist Reclamation by carrying out, coordinating, and as needed, acquiring the technical, engineering, scientific, and professional services necessary to support completion of the Project.

NOW, THEREFORE, Reclamation and the Authority agree as follows:

II. Background

A. General Information:

- i. The Parties jointly developed Exhibit B, “Components of the South of Delta Drought Resiliency Framework,” pursuant to the Drought Plan MOU, which identified the need to pursue water storage options outside of, and in addition to, the federal share of San Luis Reservoir to improve long-term water supply reliability during multi-year drought conditions. As part of this effort, the Parties recognized LBCDD as a potential facility to relocate/protect stored drought-pool water in San Luis Reservoir that is subject to loss, thereby increasing operational flexibility for south-of-Delta CVP contractors.
- ii. LBCDD, a federally owned joint-use facility located approximately seven miles southwest of Los Banos, within the service area of San Luis Water District, provides flood control protection for the San Luis Canal, the Delta-Mendota Canal, the City of Los Banos, and surrounding agricultural lands. Reclamation identified the need to evaluate the reservoir’s capability to safely utilize up to 14,000 AF of temporary flood-space storage for drought-pool purposes and selected the Los Banos Creek Detention Dam Reservoir Re-Operation Project to receive \$16,000,000 in Inflation Reduction Act funding to conduct the necessary technical, engineering, dam-safety, environmental, and feasibility assessments required for this determination.
- iii. The Project will include performing a risk analysis and evaluating operational, regulatory, structural, and environmental considerations to determine whether re-operation of the facility can support the drought-resiliency objectives identified by the Parties in the Drought Plan MOU. Work related to San Luis Water District pumping plant system expansions to convey sufficient water from the San Luis Canal into the

DRAFT

LBCDR may be evaluated as part of this analysis. However, any implementation or construction activities on the Federal reservoir will occur only after Reclamation has reviewed all outputs, including the Safety of Dams review, and has provided concurrence to proceed.

B. Funding to be Provided

- i. Reclamation will provide \$16,000,000 of non-reimbursable funding for the Authority to make available to Participating Agencies pursuant to Section 50233, Inflation Reduction Act, Pub. L. No. 117-169, 136 Stat. 2053 (Aug. 16, 2022) for the Project through miscellaneous obligation.
- ii. All non-reimbursable funds made available under this Agreement shall remain available by the United States until obligated through September 30, 2026, which constitutes the expiration of the funds obligation authority provided under Section 50233, Inflation Reduction Act, Pub. L. No. 117-169, 136 Stat. 2053 (Aug. 16, 2022), unless extended by a subsequently applicable appropriations act. Reclamation shall provide written notice to the Authority if any change to this obligation availability period occurs.
- iii. Any amounts obligated on or before September 30, 2026 shall remain available for liquidation through September 30, 2031. At the conclusion of the applicable liquidation period, any unobligated or unliquidated balances shall be de-obligated and returned to the United States.

C. Planned Work

- i. The Authority will provide the means for Participating Agencies to carry out all activities deemed necessary for completing the Project. This includes, but is not limited to, technical, engineering, modeling, environmental, project management, implementation, and related tasks. The Authority will oversee activities as described in the Activity Agreement. Reclamation will provide technical input as requested.
- ii. The specific deliverables to be provided to Reclamation under this Agreement include:
 1. Reservoir re-operation plan, including construction;
 2. Safety of Dams Report;
 3. Environmental compliance documentation;
 4. Los Banos Creek Detention Dam risk analysis and resulting recommendation;
 5. San Luis Water District Pumping Plant Nos. 8 and 9 evaluation, improvement plan, and upgrades;

DRAFT

6. Design, planning, and implementation documents for eligible project elements;
7. Recreation and affected-facility evaluation and relocation; and
8. Final reports, supporting technical memoranda, cost estimates, schedules, and other documentation reasonably necessary for Reclamation review, funding compliance, and implementation of the Project.

D. Roles and Responsibilities

- i. Authority and/or Participating Agencies
 1. Complete and Implement Project
 2. Contracting Agent
 3. Secure third-party program manager to ensure funding agreement obligations and project deliverables are accomplished
- ii. Reclamation
 1. Funding pursuant to this Agreement
 2. Technical Guidance & Review as Requested
 3. Quality Assurance & Compliance
 4. Approve Project Scopes, Deliverables, and Implementation

III. **Reporting:** Reclamation and the Authority will each prepare and submit to the other Party a quarterly report of all Project expenditures incurred by such Party during each quarter of the Federal fiscal year. The reports will be due not later than thirty (30) days following the end of the previous quarter.

IV. **General Provisions**

- A. Drafting Considerations: This Agreement has been negotiated and reviewed by the Parties, each of whom is sophisticated in the matters to which this Agreement pertains, and neither Party will be considered to have drafted the Agreement or any of the articles.
- B. Contracts with Third Parties: The Authority and/or Participating Agencies shall have exclusive authority over all procurement activities conducted under this Agreement. All acquisitions, contracts, and purchasing decisions will be governed by the applicable procurement laws, regulations, and policies of the State. The Parties agree to comply with all applicable state procurement requirements, including competitive bidding procedures, contract oversight, and ethical standards. Any disputes arising from procurement activities will be resolved according to state law and applicable regulatory provisions.
- C. Professional Responsibility and Indemnification: The Authority and/or Participating Agencies shall be solely responsible for all technical, engineering,

DRAFT

modeling, environmental, project management, and implementation work once approved by Reclamation completed in carrying out the Project by or on their behalf. To the fullest extent permitted by law, the Authority shall hold harmless and indemnify the United States from any and all claims arising from errors, omissions, or deficiencies in such work, except for intentional torts committed by employees of the United States. This obligation survives termination of this Agreement.

- D. Failure to Complete Work: In the event that the Authority fails to complete the work to be performed pursuant to this Agreement for any reason other than the failure of the United States to appropriate and allocate funds, the Authority shall, upon receipt of written notice from the Contracting Officer, suspend payment on all current contracts and return to the United States any unexpended balance of funds advanced by the United States and contributed by the Contractor in such amounts as determined to be equitable by the Contracting Officer.
- E. Assignment Limited – Successors Assigns Obligated: The provisions of this Agreement will apply to and bind the successors and assigns of the Parties, but no assignment to transfer of this Agreement or any part or interest therein by the Authority shall be valid until approved by the United States. Such approval shall not be withheld unreasonably.
- F. Rules, Regulations, and Determinations: The Regional Director shall have the right to make determinations necessary to administer this Agreement that are consistent with the expressed and implied provisions of this Agreement, the laws of the United States and the State of California, and the rules and regulations promulgated by the Secretary of the Interior. Such determinations shall be made in consultation with the Authority.
- G. Term of Agreement: This Agreement shall be effective on the date it has been signed by both Parties, and shall terminate on the Project completion date as announced in writing by the Contracting Officer or by September 30, 2031 when authorization for the non-reimbursable funds provided under this Agreement pursuant to Section 50233, Inflation Reduction Act, Pub. L. No. 117-169, 136 Stat. 2053 (Aug. 16, 2022) has expired, whichever comes sooner.
- H. Compliance with Legal Requirements: The Authority, the Participating Agencies, and relevant contractors shall comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this Agreement.
- I. Incorporation of Transfer Agreement Provisions: The Parties acknowledge and agree that Articles of the Transfer Agreement are applicable to this Agreement and are incorporated into this Agreement by reference, including the following: Articles 10 (Resolution of Disputes), 15 (Books, Records, and Reports), 21 (Contingent on Appropriation or Allotment of Funds), 22 (Officials Not to Benefit), 24

DRAFT

(Compliance with Civil Rights Laws and Regulations), 26 (Notices), 29 (Changes in Organization), and 35 (Cooperation/Mutual Aid).

- J. Non-Waiver: The Parties acknowledge and agree that by the Authority entering into this Agreement, that approval does not cause any San Luis Unit, Delta Division, or San Felipe Division Contractor (CVP Contractor) to waive or release any rights or obligations under their applicable Water Delivery Contract (as such term is defined in the Transfer Agreement) or with respect to the implementation of the Project. The Parties acknowledge that each CVP Contractor expressly preserves its right to make any and all claims it may have now or in the future pursuant to such CVP Contractor's Water Delivery Contract, including but not limited to, the obligation to make payments with respect to the Project under their respective Water Delivery Contract beyond their respective share of Project OM&R costs budgeted and approved by the Authority Board.

Sincerely,

Adam Nickels
Acting Regional Director

The San Luis & Delta-Mendota Water Authority hereby agrees to the foregoing terms.

SAN LUIS & DELTA-MENDOTA WATER
AUTHORITY

By: _____
Chair, Board of Directors

Attest:

By: _____
Secretary of the Board of Directors

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
LOS BANOS CREEK DETENTION DAM RESERVOIR RE-OPERATION PROJECT
ACTIVITY AGREEMENT

This **LOS BANOS CREEK DETENTION DAM RESERVOIR RE-OPERATION PROJECT ACTIVITY AGREEMENT** (“**Activity Agreement**”) is entered into and made effective as of this ____ day of _____ 2026 (“**Effective Date**”), by and among the San Luis & Delta-Mendota Water Authority (“**Authority**”), a joint powers agency of the State of California, and any member or members who execute this Agreement, who are hereinafter referred to jointly by the term “**Activity Agreement Members.**” Capitalized terms used in this Activity Agreement shall have the meanings set forth in Section 2 below.

1. RECITALS

A. The Activity Agreement Members, together with certain other local agencies, are parties to the Second Amended and Restated Joint Exercise of Powers Agreement for the San Luis & Delta-Mendota Water Authority, dated July 8, 2024 (the “**JPA**” or “**JPA Agreement**”), by and among the parties indicated therein, establishing the Authority for the purpose of exercising the common powers of the Activity Agreement Members, including those powers described in this Activity Agreement.

B. The Activity Agreement Members are each empowered, among other powers, to provide water service to lands within their boundaries; to operate and maintain works and facilities for the development, distribution, and use of water for irrigation and for any drainage or reclamation works connected therewith or incidental thereto and/or to operate and maintain works and facilities for the development, distribution and use of water for municipal and industrial use; to contract with the United States, the State and other public agencies and, effective January 1, 1995, with mutual water companies, for such purposes; to control the quality of water accepted into their respective systems; to exercise powers related to the construction, operation, or maintenance of water storage and delivery facilities; and to adopt rules and regulations necessary to the exercise of such powers.

C. The Activity Agreement Members have each entered into contracts with the United States Bureau of Reclamation (“**Reclamation**”) for water service and/or the use of Central Valley Project (“**CVP**”) storage and/or conveyance facilities including, but not limited to, the Delta-Mendota Canal, the San Luis Canal, and/or the Pacheco Pumping Plant and Tunnel.

D. The Los Banos Creek Detention Dam (“**LBCDD**”) and Los Banos Creek Detention Reservoir (“**LBCDR**”) are federally-owned and state-operated facilities that were constructed jointly by Reclamation and the California Department of Water Resources (“**DWR**”) as part of the San Luis Unit of the Central Valley Project (“**CVP**”) to provide flood control protection to the San Luis Canal.

E. The LBCDD became operational in 1966 and the LBCDR has a maximum storage of 34,500 acre-feet (“**AF**”), although it is currently operated near or below the U.S. Army Corps of Engineers conservation pool of 20,600 AF of storage.

F. The Authority and Reclamation have collaborated on drought-resiliency objectives identified in the “Memorandum of Understanding Between the United States of America Department of the Interior Bureau of Reclamation and FWA, SLDMWA, and SJRECWA for Establishing a South of Delta Drought Resiliency Framework”, including the need to develop surface and groundwater storage options outside of, and in addition to, the federal share of San Luis Reservoir. The Los Banos Creek Detention Dam has been identified as one such potential storage option for further evaluation.

G. Reclamation has also collaborated with San Luis Water District, Grassland Water District, and the San Joaquin River Exchange Contactors to complete the permitting and construction necessary to reoperate the LBCDD within the existing 20,600 AF conservation pool, to allow for the release of riparian water when necessary and the storage of up to approximately 8,000 AF of water.

H. The LBCDD, located approximately seven miles southwest of Los Banos, within the service area of San Luis Water District, provides flood control protection for the San Luis Canal, the Delta-Mendota Canal, the City of Los Banos, and surrounding agricultural lands. Reclamation identified the need to evaluate the reservoir’s capability to safely utilize up to 14,000 acre-feet of temporary flood-space storage for drought-pool purposes and selected the Los Banos Creek Detention Dam Reservoir Re-Operation Plan to receive \$16,000,000 in non-reimbursable Inflation Reduction Act funding (“**Non-Reimbursable Funding**”), authorized by Section 50233 (Drought Mitigation in the Reclamation States) of P.L. 117-169, to conduct the necessary technical, engineering, dam-safety, environmental, and feasibility assessments required for this determination.

I. The Los Banos Creek Detention Dam Reservoir Re-Operation Project (“Project”) will include performing a risk analysis, evaluating operational, regulatory, structural, and environmental considerations to determine whether re-operation of the facility can support the identified drought-resiliency objectives, implementing recommendations resulting from the risk analysis, and completing the necessary San Luis pumping plant system expansions to convey sufficient water from the San Luis Canal into the LBCDR.

J. The Project is more fully described in Exhibit “B” to this Agreement.

K. The United States Department of the Interior Secretarial Order No. 3446 (November 20, 2025) directs Reclamation to “through its regional and area offices...actively engage with its water and power partners to identify opportunities to modify existing contracts or incorporate new provisions that enable qualified entities to assume responsibility for procuring and managing federally funded construction and maintenance projects at BOR facilities.”

L. Consistent with the directive of Secretarial Order No. 3446, Reclamation has determined that the Authority is uniquely positioned to assist in completing the Project under the Mutual Aid (Article 35) provisions of the Transfer Agreement between Reclamation and the Authority (Contract No. 8-07-20-X0354-X).

M. The Authority and Reclamation entered into a “Letter Agreement for the Los Banos Creek Detention Dam Reservoir Re-Operation Project,” dated [REDACTED], 2026, which identifies the authority, roles, work, and responsibilities of the Authority and Reclamation associated with disbursement of the Non-Reimbursable Funding for the Project (“**Letter Agreement**”).

N. This Activity Agreement, along with any future agreement entered into between the Authority and any Activity Agreement Member who receives disbursement of the Non-Reimbursable Funding from the Authority, govern the Authority’s disbursement of the Non-Reimbursable Funding to the Activity Agreement Members.

O. The Activity Agreement Members may enter into a separate agreement among themselves to govern the activities undertaken in furtherance of the Project.

P. Each of the Activity Agreement Members desire to participate in the benefits and is willing to incur the obligations of this Activity Agreement through the joint exercise of their common powers.

Q. The Authority and each of the Activity Agreement Members have shared, and continue to share, a common interest in sharing information and resources reasonably necessary to accomplish the purpose in this Activity Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms, and conditions set forth herein, the Activity Agreement Members and the Authority agree as follows:

2. DEFINITIONS

A. **“Activity Agreement”** or **“Agreement”** shall mean this Los Banos Creek Detention Dam Funding Activity Agreement.

B. **“Activity Agreement Expenses”** shall mean all expenses directly incurred by the Authority pursuant to this Activity Agreement and any agreements executed in conjunction with this Activity Agreement, together with a share of Authority Administration Costs allocable to Activity Agreement Members.

C. **“Activity Agreement Member”** shall mean a member of the Authority who is signatory to this Activity Agreement. The Activity Agreement Members are listed in Exhibit “A” attached hereto.

D. **“Administration Agreement(s)”** shall mean those certain agreements between the Authority and Activity Agreement Members for the undertaking of activities and sharing of costs and benefits pursuant to Sections 22 and 23 of the JPA.

E. **“Authority”** shall mean the San Luis & Delta-Mendota Water Authority.

F. **“Authority Administration Costs”** shall mean the Authority’s general administration expenses, including rent and other occupancy charges, acquisition costs of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums, salaries and wages of employees including payments in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers and other consultants, travel, telephone, telecopy, and photocopy expenses, and any other general administrative expenses, a percentage of which will be allocated to this Activity Agreement by the Authority.

G. **“Board of Directors”** shall mean the Board of Directors of the San Luis & Delta-Mendota Water Authority.

H. “**Fiscal Year**” shall mean the Authority’s March 1 – February 28/29 fiscal year.

I. “**JPA**” or “**JPA Agreement**” shall mean that certain Second Amended and Restated Joint Exercise of Powers Agreement effective July 8, 2024, establishing the Authority, as it has been and may be amended or restated over time.

J. “**LBCDD**” shall mean the Los Banos Creek Detention Dam.

K. “**LBCDR**” shall mean the Los Banos Creek Detention Reservoir.

L. “**Letter Agreement**” shall mean the Letter Agreement, dated [REDACTED], 2026, described in Section 1.L. above.

M. “**Non-Reimbursable Funding**” shall mean the \$16,000,000 in government-provided non-reimbursable Inflation Reduction Act funding for the Los Banos Creek Detention Dam Reservoir Re-Operation Project.

N. “**Project**” shall mean the Los Banos Creek Detention Dam Reservoir Re-Operation Project, as more specifically described in Exhibit “B” to this Agreement, including preliminary work elements of performing a risk analysis, evaluating operational, regulatory, structural, and environmental considerations to determine whether re-operation of the facility can support the identified drought-resiliency objectives, implementing recommendations resulting from the risk analysis, and completing the necessary San Luis pumping plant system expansions to convey sufficient water from the San Luis Canal into the LBCDR.

O. All other capitalized terms used herein will have the meanings ascribed to them in this Activity Agreement.

3. PURPOSE OF AGREEMENT

A. The purpose of this Activity Agreement is to provide the contractual basis by which the Authority will disburse and the Activity Agreement Members will receive the Non-Reimbursable Funding for the Project.

5. ORGANIZATION

The business of this Activity Agreement shall be conducted by the Authority at large and therefore governed by the Board of Directors of the Authority.

6. ROLE OF THE AUTHORITY

A. Role of the Authority. The role of the Authority under this Activity Agreement will be to provide, through Authority staff or contracts with consultants, coordinated services to assist the Activity Agreement Members in conducting the activities contemplated by this Agreement. The

Authority will provide only those services supported with funding from the Activity Agreement Members or other means that will not impose costs on members of the Authority that are not Activity Agreement Members, in accordance with budgets recommended by staff, and approved by the Activity Agreement Members and the Board of Directors, as more specifically provided under the terms of this Agreement.

B. Authorized Activities of the Authority under the Activity Agreement. The types of activities authorized to carry out the purposes of this Activity Agreement shall specifically include, but shall not be limited to, the following:

i. To allocate and disburse the Non-Reimbursable Funding to Activity Agreement Members utilizing Authority staff or contracts with consultants.

ii. To establish a standardized process for regulatory compliance, financial accountability, and completion of audit trails.

iii. To provide accounting and billing services to collect from the Activity Agreement Members the costs of services incurred under the Activity Agreement pursuant to the terms of this Activity Agreement.

C. Limitations on Authority Role. Notwithstanding this Activity Agreement, it is the intent of the Parties to this Agreement that the Activity Agreement Members are responsible for carrying out all activities necessary for preparing and completing the Project, including, but not limited to, technical, engineering, modeling, environmental, project management, implementation, and related tasks and that the Activity Agreement Members maintain complete control and autonomy over any eventual purpose or use of the Project. Nothing in this Agreement authorizes the Authority to commit the Activity Agreement Members to study actions within their respective boundaries.

7. POWERS RESERVED TO BOARD OF DIRECTORS AND LIMITATIONS THEREON

A. The Board of Directors shall have ultimate approval authority over all Activity Agreement annual budgets based upon the recommendation of staff and approval of the Activity Agreement Members; provided, the Board of Directors may not modify the Activity Agreement annual budgets without staff's review and recommendation and Activity Agreement Members approval of such modification.

B. The Board of Directors shall have the right, upon recommendation of or in consultation with staff and Activity Agreement Members, to approve all amendments to this Activity Agreement, including any amendment terminating the Activity Agreement, provided, that no amendment of this Activity Agreement shall be required to add new Activity Agreement Members.

C. The Board of Directors shall have the right, upon the recommendation of or in consultation with staff, to act on any claims and to make decisions concerning the prosecution of, defense of, or other participation in actions or proceedings at law brought against the Authority arising from this Activity Agreement.

D. The Board of Directors delegates to staff the authority to conduct the activities described in this Activity Agreement pursuant to the terms of this Activity Agreement, without the required approval of the Board of Directors except as specifically provided in this Section 7. This delegation will specifically include, but not be limited to, the power to enter contracts within approved Activity Agreement budgets.

8. BUDGETARY RESPONSIBILITIES

A. To the extent that the Authority prepares budgets for this Activity Agreement, the Activity Agreement members agree to cooperate with the Authority in the development of any such budgets for the activities authorized by this Activity Agreement, annually or more frequently as needed, for presentation to the Board of Directors in accordance with Section 22 of the JPA Agreement. Budgeted amounts for this Activity Agreement will be collected through the invoicing process described in Section 9 of this Activity Agreement, and formal amendment of such budgets through Board of Directors approval is not required for adjustments that are fully collected as described in Section 9 of this Activity Agreement.

B. Initial Budget. To initially fund the budget for this Activity Agreement, the Activity Agreement Members agree to contribute a total of \$20,000 in equal shares. In the event the Activity Agreement Members have contributed initial funding for purposes of the Activity Agreement through a separate form of agreement then the amounts paid under such agreement shall be credited against the initial costs for all Activity Agreements required by this Section, with appropriate adjustments for any overpayments.

C. Budget to Actual Adjustments. The Authority shall true up budgeted amounts for Activity Agreement Expenses collected from the Activity Agreement Members annually following

the end of each fiscal year. Any over-payments shall be credited or refunded to each Activity Agreement Member for the period through February 28, 2027, and for each year thereafter. Each Activity Agreement Member shall be billed for any under-payment following the true-up, with payment due thirty (30) days after the invoice is received.

9. ACTIVITY AGREEMENT EXPENSES AND ALLOCATION OF ADMINISTRATION COSTS

A. Each member of the Authority has entered into an Administration Agreement which authorizes an agreement by and among the Authority and any of its members or other entities to provide for undertaking and sharing costs and benefits of any authorized activity of the Authority. The Authority and the Activity Agreement Members agree that all Activity Agreement Expenses incurred by the Authority under this Activity Agreement are the costs of the Activity Agreement Members, and not of the Authority, and shall be paid by the Activity Agreement Members based upon the terms of this Agreement.

B. The Authority shall bill each Activity Agreement Member for Activity Agreement Expenses on the same schedule as it utilizes for collecting membership dues to implement the Authority budget for each March 1 through February 28/29 fiscal year, generally twice yearly in mid-March and August. Activity Agreement Members shall make payment to the Authority within thirty (30) days of receipt of invoice from the Authority.

C. The Activity Agreement Members further agree that the Board of Directors is authorized to allocate a share of Authority Administration Costs to cover the cost to the Authority of administering this Activity Agreement.

10. DISBURSEMENT OF FUNDS

A. As a condition to disbursement, the Authority may establish processes and requirements for itself and/or the Activity Agreement Members that are consistent with the Office of Management and Budget's ("OMB") Uniform Guidance for intermediaries advancing government funding contained in Code of Federal Regulations Title 2/Subtitle A/Chapter II/Part 200 (see 2 CFR 200.302, 200.305, 200.331–332), OMB Circular A-102, and any other laws, rules, regulations, and guidances the Authority deems appropriate.

B. The Authority may require the Activity Agreement Members who are to receive the funding to enter into an agreement with the Authority for the purpose of detailing the specifics

applicable to disbursement of the funds. The Activity Agreement Members who receive the funding agree to enter into such an agreement with the Authority if so required by the Authority.

11. APPROVAL BY AN ACTIVITY AGREEMENT MEMBER

A. When the terms of this Agreement or applicable law require the approval of an Activity Agreement Member, written documentation of such approval, whether by Resolution, motion, or other form of authorization, must be provided to the Authority and to each of the other Activity Agreement Members.

B. For actions requiring the approval of only a particular Activity Agreement Member, approval by such Activity Agreement Member is required. When approval of the Activity Agreement Members is required for a particular action, the approval of a majority of the Activity Agreement Members will constitute approval of the action.

C. Approval by the Activity Agreement Member or the Activity Agreement Members as appropriate shall be required for: (i) Approval of an annual budget and (ii) Amendment of this Agreement, including but not limited to, for purposes of adding a new Member or the replacement of this Agreement with an alternative form of agreement.

12. ACCOUNTABILITY, REPORTS, AND AUDITS

A. The Activity Agreement Members understand that implementation of Secretarial Order No. 3446 is “subject to the availability of appropriated funds and must comply with all applicable laws. All financial transactions and partner reimbursements shall be recorded, audited, and reported in accordance with the Department’s financial management standards and Office of Management and Budget guidance. No agreement entered pursuant to this Order shall permit a partner obligate Federal funds beyond what is legally available or appropriated for that purpose.” (Secretarial Order No. 3446, Section 7.)

B. Full books and accounts for this Activity Agreement shall be maintained by the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records shall be open to inspection by the Activity Agreement Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

C. There shall be strict accountability of all funds deposited on behalf of the Activity Agreement with the Authority. The Treasurer of the Authority, directly or acting through its Accounting Department, shall provide regular reports of Activity Agreement accounts. Funds of

the Activity Agreement shall be subject to audit by the official auditor of the Authority. An Activity Agreement Member may request an independent audit of the Activity Agreement funds; any such audit shall be conducted at the expense of the requesting Activity Agreement Member.

13. SOURCE OF PAYMENTS

Each Activity Member agrees that it will timely take actions necessary to provide sufficient money to meet its obligations hereunder.

14. INDEMNIFICATION

A. The Activity Agreement Members shall hold the Authority and each of its members who are not Activity Agreement Members, free and harmless from and indemnify each of them against any and all costs, losses, damages, claims and liabilities arising from actions or inactions taken under this Activity Agreement and the Letter Agreement. This indemnification obligation includes the obligation of the Activity Agreement Members to defend the Authority, and all members of the Authority that are not Activity Agreement Members, at the sole expense of the Activity Agreement Members, in any action or proceeding brought against the Authority or any of its members that are not Activity Agreement Members, to recover any such costs, losses, damages, claims or liabilities arising from this Activity Agreement or the Letter Agreement, as well as the obligation to pay for any and all costs of litigation incurred by the Authority as a result of entering into this Activity Agreement or the Letter Agreement. Such costs may include, but are not limited to, attorneys' fees and costs incurred by the Authority pursuant to approved budgets to defend its provision of services under this Activity Agreement.

B. Any Activity Agreement Member that withdraws from the Activity Agreement agrees that it shall indemnify the Authority and all other Activity Agreement Members from costs, losses, damages, claims or liabilities incurred as of the date of its withdrawal or arising from its withdrawal from the Activity Agreement, without increasing the indemnification obligation of other Activity Agreement Members.

C. Any Activity Agreement Member that fails to perform its financial obligations under the Activity Agreement agrees that it shall indemnify the Authority and all other Activity Agreement Members from costs, losses, damages, claims, or liabilities arising from its failure to perform such financial obligations.

15. TERM

This Activity Agreement shall take effect following execution by at least one (1) Authority member (“**Effective Date**”), will be retroactive for costs incurred in pursuit of the Letter Agreement and development of this Activity Agreement, and shall remain in full force and effect until rescinded or terminated by the Authority and the Activity Agreement Members.

16. WITHDRAWAL FROM FURTHER PARTICIPATION

A. An Activity Agreement Member may withdraw from this Agreement at any time by obtaining the agreement of one or more other Activity Agreement Members to fully assume the benefits and obligations pertaining to the withdrawing Activity Agreement Member and by satisfying the process and requirements set forth in this Section 15.

B. Notice and Effective Date. An Activity Agreement Member may withdraw from this Activity Agreement at any time by providing written notice to the Authority and the other Activity Agreement members. The withdrawal shall be effective thirty (30) days after sending the written notice.

C. Payment Obligations. Withdrawal is conditioned upon the withdrawing Activity Agreement Member ensuring to the satisfaction of the other Activity Agreement Members that there are no adverse impacts to those members from the withdrawal. This may occur via the withdrawing Activity Agreement Member’s payment or agreement to pay its share of all debts, liabilities, and obligations of the Authority pursuant to this Activity Agreement and any agreement with the Authority described in Section 10.B and incurred prior to the effective date of such withdrawal and reimbursement to the Authority of any unused Project funds disbursed to the withdrawing member by the Authority. A withdrawing party shall, within thirty (30) days of the withdrawal date, pay all such Activity Agreement Member’s financial obligations incurred prior to such withdrawal date pursuant to the terms of this Activity Agreement and reimburse unused funds to the Authority or enter into an agreement acceptable to the Authority for continuing payment of such obligations until fully paid.

D. Rights Following Withdrawal. As of the withdrawal date, all rights of participation in this Activity Agreement shall cease for the withdrawing Activity Agreement Member.

E. Obligations Following Withdrawal. Withdrawal shall not excuse the withdrawing Activity Agreement Member’s performance of obligations imposed upon that party by any judgment which has been entered by a court of competent jurisdiction or regulation to which the Authority or the Activity Agreement Members are subject and that arise from or are related to

activities of the Activity Agreement conducted during the period when the withdrawing Activity Agreement Member participated in this Activity Agreement. Furthermore, the indemnification obligations set forth in Section 13 of this Activity Agreement shall survive a party's withdrawal from this Activity Agreement for activities under this Activity Agreement conducted during the period when the withdrawing Activity Agreement Member participated in this Agreement.

17. ADMISSION OF NEW MEMBERS

After thirty (30) days from Effective Date of this Agreement, no additional members of the Authority may become participants of this Agreement without the written consent of all of the other Activity Agreement Members and of the Board of Directors. The written consent of the other Activity Agreement Members and of the Board of Directors will include terms, if necessary, to ensure the Activity Agreement Members do not bear undue financial obligations, e.g. payment of an equal share of the costs previously paid by Activity Agreement Members. The admission of any Activity Agreement Member pursuant to this section shall be documented by that new Activity Agreement Member signing this Activity Agreement. Upon admission of a new Activity Agreement Member, the parties shall agree to any necessary modifications to the Activity Agreement as may be required.

18. MISCELLANEOUS

A. California Environmental Quality Act. Each potential activity subject to this Activity Agreement or other related agreements has been or will be fully evaluated in compliance with CEQA, as applicable. This Activity Agreement does not, and is not intended to, bind any party to a definite course of action or limit in any manner the discretion of the Authority and/or Activity Agreement Members, or any other public agency, as applicable, in connection with the Project. Executing the Activity Agreement is an administrative and organizational action that will not result in a direct physical change in the environment or a reasonably foreseeable indirect change to the environment and thus is not a project as defined by CEQA Guidelines section 15378(b)(5).

B. Amendments. This Agreement may be amended in writing by the Authority and the Activity Agreement Members.

C. Contracts with Third Parties. Activity Agreement Members agree that all acquisitions, contracts, and purchasing decisions made in furtherance of the Project will be governed by the applicable procurement laws, regulations, and policies of the State. The Activity Agreement Members agree to comply with all applicable state procurement requirements, including

competitive bidding procedures, contract oversight, and ethical standards in any activities undertaken in furtherance of the Project.

D. Assignment; Binding on Successors. Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Agreement Members may not be assigned or delegated without the written consent of the Authority and other Activity Agreement Members. Any attempt to assign or delegate such rights or duties in contravention of this Activity Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of the Authority then in effect. This Activity Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Activity Agreement Members.

E. Counterparts. This Activity Agreement may be executed by the Authority and the Activity Agreement Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

F. Governing Law. This Activity Agreement shall be governed by the laws of the State of California.

G. Severability. If one or more clauses, sentences, paragraphs or provisions of this Activity Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Activity Agreement Members and the Authority that the remainder of the Activity Agreement shall not be affected thereby.

H. Headings. The titles of sections of this Activity Agreement are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Activity Agreement shall be drawn therefrom.

I. Reasonable Cooperation. Activity Agreement Members will reasonably cooperate with each other and the Authority to perform the obligations under this Activity Agreement and to carry out the purpose and intent of this Activity Agreement.

///

///

///

IN WITNESS WHEREOF, the Members and the Authority have executed this Activity Agreement as of the date appearing next to their respective signature lines:

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

By: _____
Name: _____
Title: _____
Date: _____

ACTIVITY AGREEMENT MEMBERS

[Insert Member Agency Name]

By: _____
Name: _____
Title: _____
Date: _____

[Insert Member Agency Name]

By: _____
Name: _____
Title: _____
Date: _____

[Insert Member Agency Name]

By: _____
Name: _____
Title: _____
Date: _____

EXHIBIT “A”
ACTIVITY AGREEMENT MEMBERS

[insert list of members here]

DRAFT

Exhibit B — Preliminary Project Work Plan and Cost Allocation

Los Banos Creek Detention Dam

Reservoir Re-Operation Plan to Utilize the Upper 14,000 AF of Storage for Drought Pool Purposes

June 2026

The Los Banos Creek Detention Dam (LBCDD or dam) and Los Banos Creek Detention Reservoir (LBCDR or reservoir) are Federally owned and State operated facilities that were constructed jointly by the United States Bureau of Reclamation (Reclamation) and the California Department of Water Resources (DWR) as part of the San Luis Unit of the Central Valley Project (CVP) to provide flood control protection to the San Luis Canal. The LBCDR also provides flood protection to the City of Los Banos. The California Department of Parks and Recreation (DPR) operates the public recreational facilities at LBCDR. The dam and reservoir are located approximately six miles southwest of the City of Los Banos. The dam became operational in 1966 and the reservoir has a maximum storage of 34,500 acre-feet (AF). The LBCDR is currently operated near or below the United States Army Corps of Engineers (USACE) conservation pool of 20,600 AF of storage, even though summer operations allow storage of 34,500 AF as authorized by the USACE guidance manual.

The dam has been operated primarily as a flood control facility during the late fall and winter months. During flood flows the water surface may temporarily exceed the 20,600 AF conservation pool but operators release water in accordance with the USACE flood control diagram to return to the top of conservation pool as soon as possible.

In 2012, Reclamation was asked to consider a reoperation of LBCDD that allowed water to be pumped into the reservoir from San Luis Water District's Pumping Plant #8 on the San Luis Canal and stored in the upper 14,000 AF of the reservoir. Water would be returned to the CVP by releasing water from the existing reservoir outlet works into the creek and diverted into the Delta-Mendota Canal for use in the summer and fall.

In response to the request, Reclamation's TSC developed a work plan and cost estimate to prepare a dam safety evaluation and recommendations regarding storing water at the higher levels. (See Attachment 5)

Most recently, Reclamation, San Luis Water District, Grassland Water District, and the San Joaquin River Exchange Contractors completed the permitting and construction necessary to reoperate LBCDD within the existing 20,600 acre-foot conservation pool. The completed project allows for the release of riparian water when necessary and the storage of up to approximately 8,000 acre-feet of water developed or made available by the three participating entities.

The proposed project would allow water at risk of spill or loss from San Luis Reservoir to be temporarily stored in Los Banos Creek Detention Reservoir and released later in the water year when it can be beneficially used subject to applicable operational conditions and recognition of existing LBCDD operating requirements and the operational needs and capacity limitations of San Luis Water District facilities.

Preliminary Work Elements: The work elements and cost estimates shown below are preliminary, planning-level estimates and are subject to refinement based on Reclamation review, dam-safety findings, environmental compliance, design development, funding eligibility, and agreement among the participating agencies.

- 1) Retain a qualified consultant to work with the Denver Technical Services Center (TSC) to perform a "Los Banos Creek Detention Dam Risk Analysis" with recommendations for instrumentation or dam modifications to store water in the reservoir above 20,600 AF. (See Attachment 5.)
- 2) Implement recommendations resulting from the Risk Analysis.
- 3) To convey sufficient water from the San Luis Canal into the reservoir, an expansion of the SLWD pumping plant #8 and #9 systems, including necessary filter and treatment systems, will be needed. The existing San Luis Canal turnout is rated at approximately 100 cfs, but the existing pumping facilities are limited to approximately 30 cfs.
 - a. Perform a planning study in parallel with Task 1 to determine immediate retrofits to existing SLWD facilities to immediately increase delivery capacity to LBCDD. The planning study will evaluate and identify operational control, capacity priority and operation and maintenance cost recovery for the Project. The planning study will also include a preliminary evaluation of whether Reclamation's existing water rights and the proposed water sources and water types are compatible with storage in LBCDD.
 - b. Perform retrofits to existing SLWD system and increase delivery capacity as approved by SLWD.
 - c. Evaluate and implement longer-term improvements to increase the capacity of the SLWD delivery system, including a potential parallel pipeline.
- 4) Evaluate potential effects of higher reservoir operations on day-use, camping, parking, roadway, utility, and related recreation facilities, and relocate, modify, replace, or protect those facilities as determined necessary.
- 5) A diversion facility was installed in 2017 in Los Banos Creek to divert reservoir releases into the Delta-Mendota Canal. (Work Completed)

Preliminary Cost Estimate

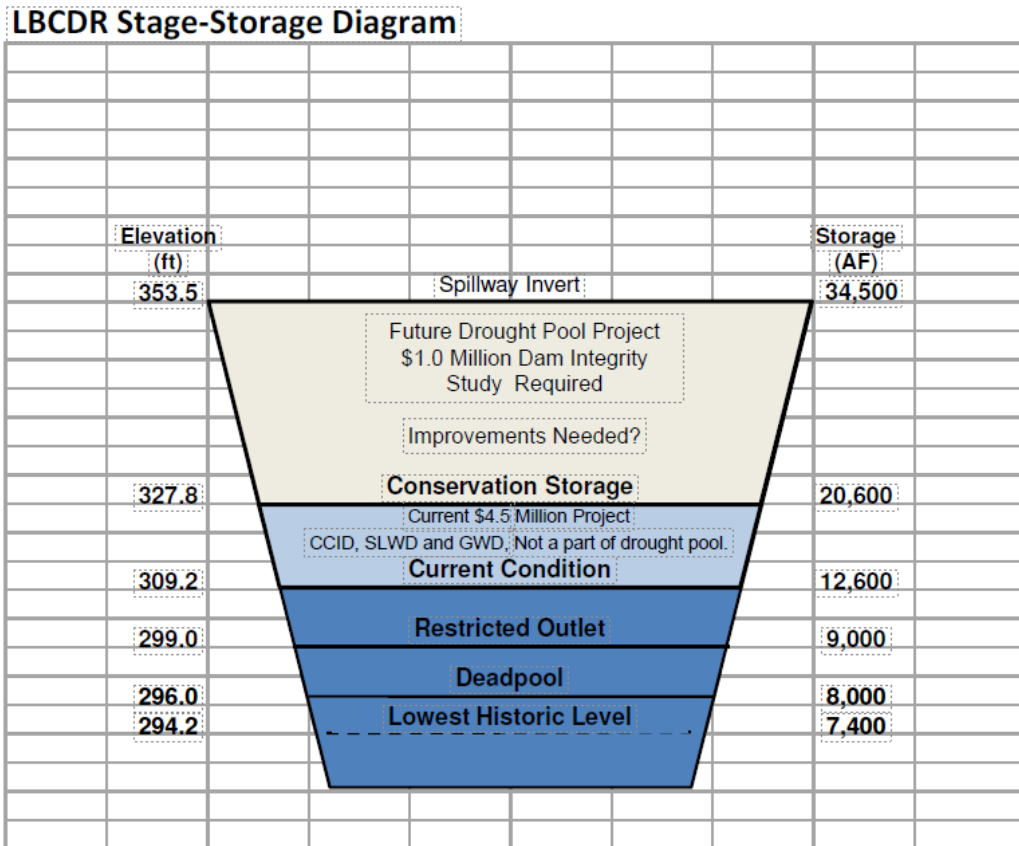
TASK		Estimated Cost (\$)	Comments
1 – TSC-guided Risk Analysis of Reservoir Re-operation		\$1,500,000	Escalated from 2012 proposal
2 - Possible work on LBCDD from TSC recommendations.		\$1,500,000	To be determined through TSC study.
3 - Retrofit SLWD PP #8-9 System to increase flow capacity			
	a. Planning and other Studies to determine project improvements and operational requirements .	\$350,000	Work done in parallel with work task 1.
	b. Immediate - Pump stations 8 & 9, filter station and existing pipeline upgrades.	\$2,500,000	Estimate to be confirmed in 3a. Increases existing delivery system capacity immediately.
	c. Next Steps - increase capacity of SLWD system Install a parallel pipeline.	\$8,000,000	Estimate to be confirmed in 3a. Needed flow capacity to fully utilize upper reservoir space.
4 - Relocate certain LBCDD Day Use Facilities		\$2,150,000	
Total		\$16,000,000	

Attachments

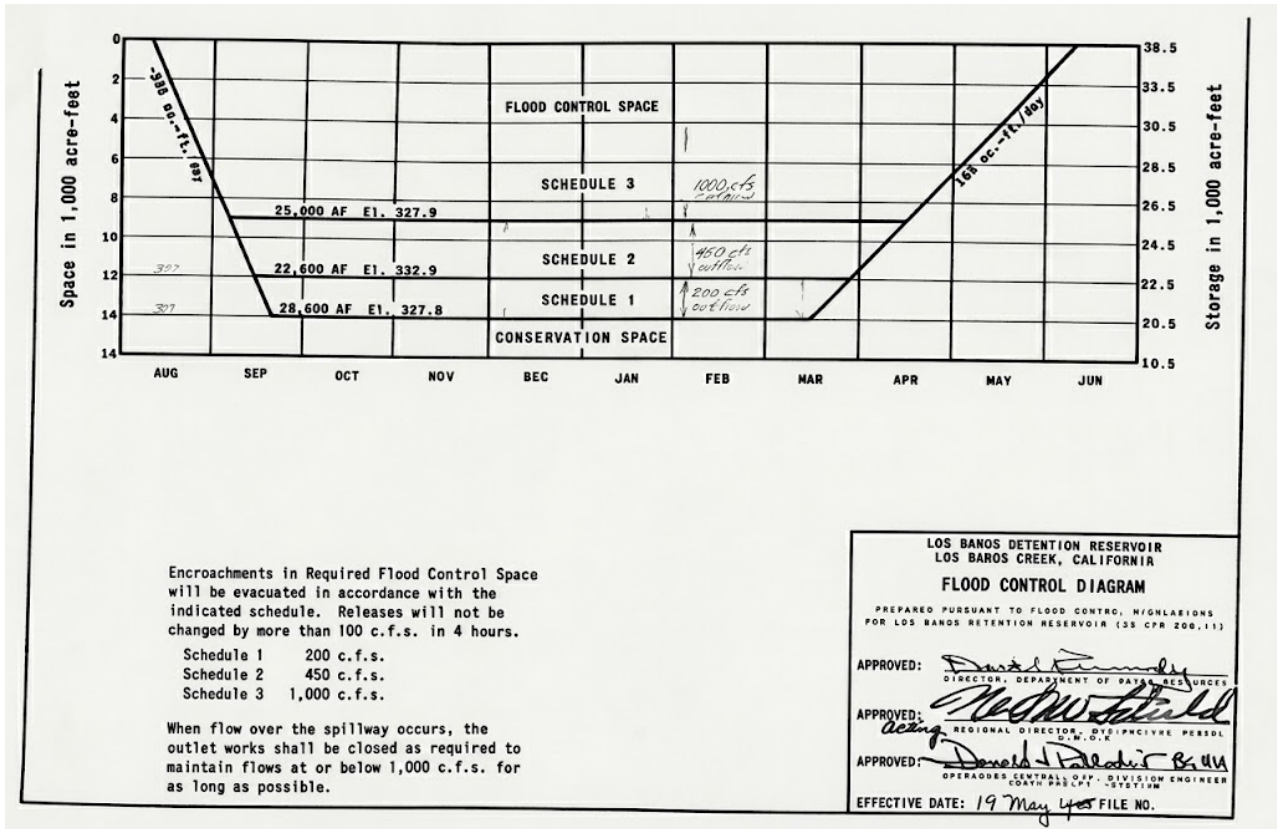
- 1 – LBCDR Stage-Storage Diagram showing Drought Pool Project space.
- 2 – Current USACE Flood Control diagram schedule.
- 3 - LBCDD Location Map.
- 4 - LBCDD Vicinity Map, with facilities.
- 5 – 2012 TSC Risk Analysis Project Management Plan — Provided for Background and Reference

Attachment 1

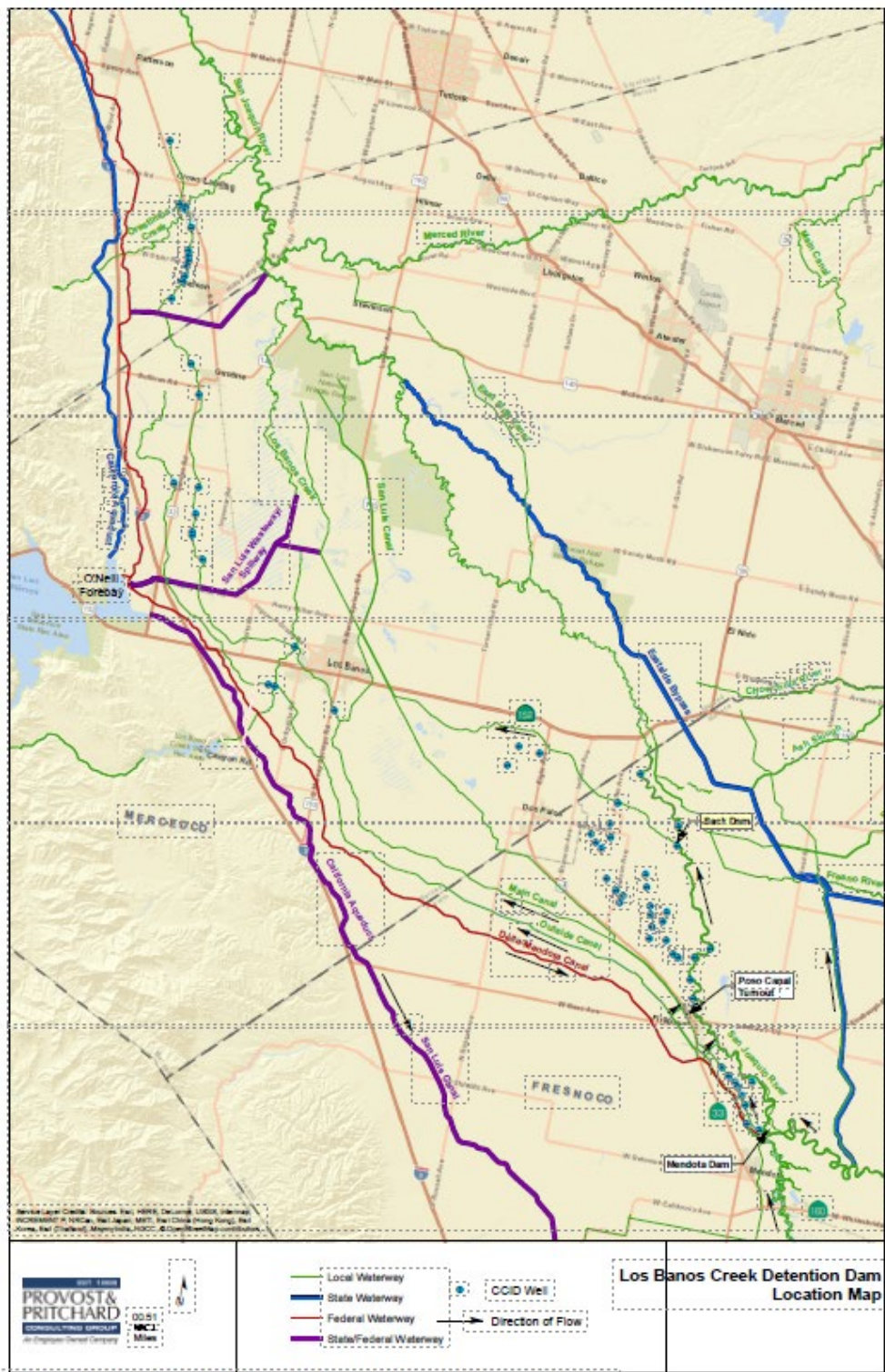
8/19/2016



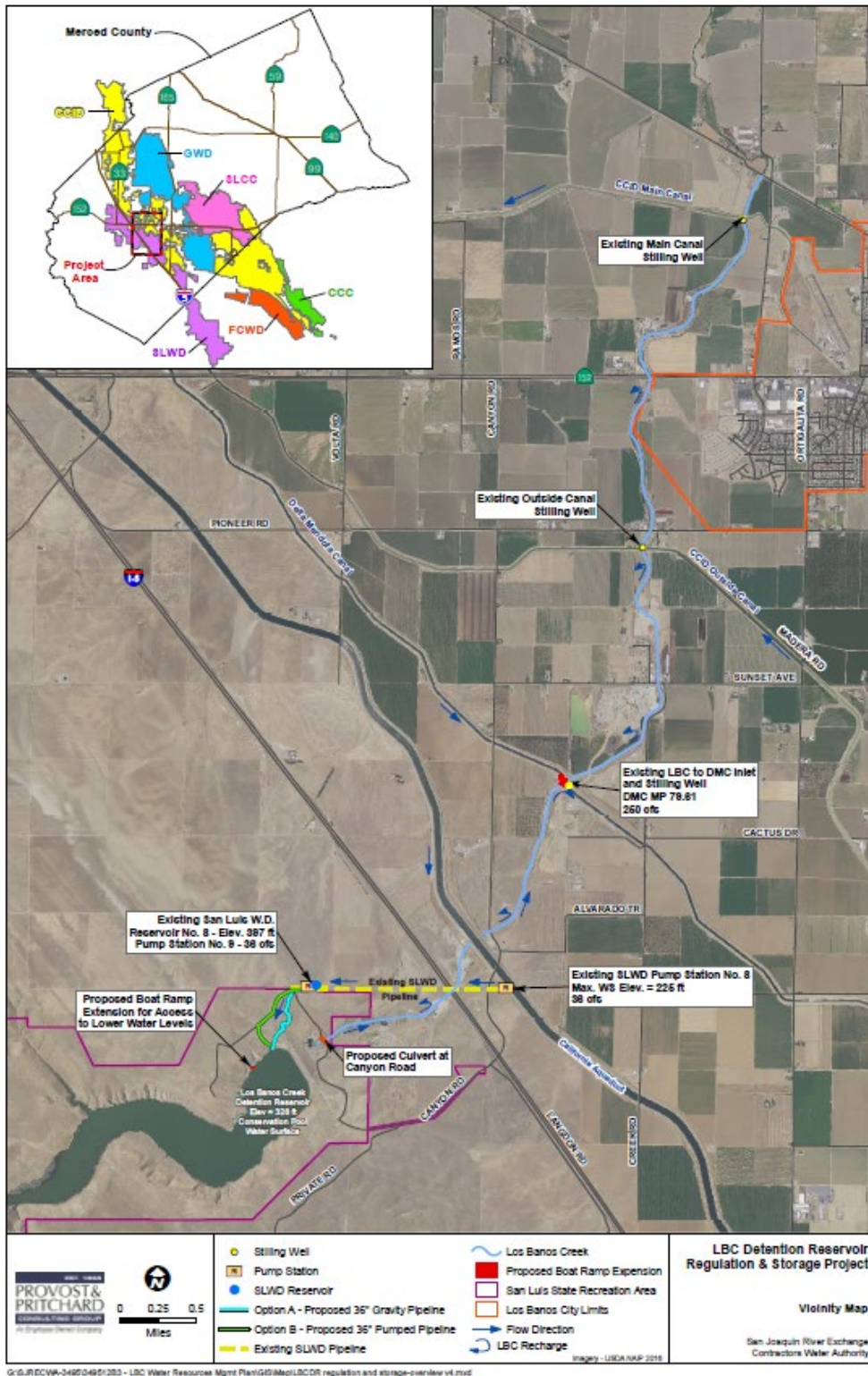
Attachment 2



Attachment 3



Attachment 4



**Attachment 5 - 2012 TSC Risk Analysis Project Management Plan — Provided for Background
and Reference**

**Los Banos Detention Dam
Reservoir Re-operation,
RISK ANALYSES**

Project Management Plan

November 27, 2012

1. *Project Background and Objectives*

The San Joaquin River Exchange Contractors Water Authority (Exchange Contractors) has proposed to revise the reservoir operations at Los Banos Creek Detention Reservoir to provide increased storage during the spring and summer months. The revised reservoir operations would occur from March through September. No changes during the flood control season (fall and winter months) are proposed. The water stored in Los Banos Detention Dam will be released in August and September to supplement deliveries from the San Luis Canal located just downstream of Los Banos Detention Dam. The Exchange Contractors have developed three proposals including:

1. Storage to 20,600 af (el. 327.8 ft), which is the current top of active conservation (TAC), and dropping to 8,000 af (el. 295 ft). This would not result in a higher reservoir water surface (RWS) but would lower the RWS by about 20 to 25 ft during releases. This plan would result in the RWS being maintained at the TAC for a longer duration compared to current operation.
2. Increase storage to 25,000 af (el. 337 ft) and dropping to 15,000 af (el. 315 ft). This would result in a higher RWS by 10 to 12 ft and lower the RWS by 10 to 12 ft compared to current operation.
3. Increase storage to 34,600 af (el. 353.5 ft), which is to the spillway crest, and dropping to 15,000 af (el. 315 ft). This would result in a higher RWS by 25 to 27 ft and lower the RWS by 10 to 12 ft compared to current operation.

The TSC has been requested to evaluate how the proposed operational changes might impact dam safety risks at Los Banos Creek Detention Dam. In August of 2012, Reclamation accepted proposal No. 1 with some modification to the instrumentation monitoring schedule and installation of additional instrumentation. Installation of new observation wells and drilling of additional test holes at the downstream toe of the dam is planned. Information collected will be used to evaluate proposal Nos. 2 and 3.

The proposed operational changes under proposal Nos. 2 or 3 are expected to increase pore pressures in the dam and foundation and decrease the amount of freeboard available relative to current operations during the summer months, which will likely increase the

static (normal operations), hydrologic, and seismic risks. To evaluate the proposed operational changes for increasing the storage level, baseline risk estimates will be developed during a team risk analysis to better understand current dam safety risks under existing operations. Risk estimates will also be developed by the risk estimating team for the two proposed higher reservoir operating levels. Conclusions regarding dam safety will be made using results of the risk analyses.

It was requested that the project be completed in phases. Phase I included a cursory review of available information relative to the risks at Los Banos Creek Detention Reservoir, instrumentation evaluation (and any associated recommendations) for proposal No. 1, identification of additional data or engineering analysis needs and development of this detailed Project Management Plan (PMP) for future work "Phase II". This PMP contains the proposed scope of work, schedule, and staff day budget for Phase II.

We understand the Exchange Contractors will include Reclamation's cost estimates for completing a dam safety risk analysis in the total reservoir re-operation project cost to evaluate the viability of the two proposals. Due to the limited amount of subsurface information at Los Banos Detention Dam a number of "contingency" tasks have been identified in this PMP. Cost estimates for the work in this PMP without the contingency tasks and with the contingency tasks have been included. Further discussion of project risks and contingencies are discussed herein.

The Exchange Contractors have requested that Reclamation approach the risk analysis by completing the minimum amount of work to incrementally approve increases to the current reservoir operating levels. Reclamation believes this incremental approach will add unnecessary cost to the project and therefore plans to evaluate proposal Nos. 2 and 3 concurrently. If the proposals were evaluated individually, a similar level of effort would be required for each. Therefore this PMP provides a scope of work and estimated budget to evaluate both reservoir re-operation plans during the risk analysis meeting(s). Evaluations related to any proposed modifications to the dam needed to implement the reoperation plan are not included in this PMP.

2. Scope of Work

This project plan includes a detailed review of existing data, engineering analysis related to seismic and hydrologic loadings, review of previous consequences estimates, and completion of a risk analysis to estimate baseline risks and risk associated with the two higher reservoir operating level proposals. Phase II will include a decision document summarizing findings of the dam safety evaluations and recommendations regarding the proposed operational changes. A dam safety advisory team (DSAT) review will be held at the outset of the project.

Work included in this PMP has been divided into 11 tasks. Depending on the results of the initial risk analysis meeting and findings from the previous tasks it may be determined that additional field data and engineering analyses are needed. Tasks 8 through 11 are included as contingencies and include an additional field investigation, seismic analysis, deformation analysis and follow-up risk analysis meeting. Justification for the additional field investigations and analysis will be dependent on the degree of confidence that can be made in the risk estimates given the amount of data and analysis

available. The TSC will work closely with the client contact prior to starting any of the contingency tasks.

If it is determined during the project that the additional data and analysis are not needed then the scope of work will be modified and the cost for these tasks will be removed from the budget. Work to be completed for each task is described below. Tasks considered as contingencies are clearly indicated.

TASK 1 – Project Management and Coordination

Subtasks and Deliverables

- Quarterly Status Reports – Quarterly status reports will be prepared by the team leader updating the schedule and budget for the work described herein.
- Coordination – Coordination of described work between groups.
- Team Meetings – Team meetings will be held when necessary.

TASK 2 – Review Geologic Data Collected as Part of Phase I Filed Investigation (Downstream Toe Observation Well Installation and Field Investigation)

A review of previous geologic investigations at Los Banos Detention Dam indicates there is limited foundation information. There have been no standard penetration tests (SPT) performed at the site and there are no piezometers or observation wells within the embankment section or within the foundation soils at the downstream toe. The TSC has requested installation of two observations wells and three additional SPTs at the downstream toe of the dam. This work would be completed as part of Phase I of the project. Costs associated with this field work are not included in this PMP. A review of the SPT and groundwater monitoring data collected will be performed as part of this project and utilized during performance of Task 5 (liquefaction and stability analysis) and Task 7 (risk analysis meeting).

Subtasks and Deliverables

- Review field investigation and observation well data collected at the downstream toe.
- Compile available geologic information in preparation for the risk analysis meeting.

TASK 3 – Seismic Hazard Study

The 2009 CFR recommended that the existing seismic hazard and probabilistic seismic hazard analysis (PSHA) be updated for Los Banos Detention Dam if a higher level risk study is to be completed. This work will include incorporating current seismic source models and new Next Generation Attenuation (NGA) ground motion relationships. The updated seismic loadings will be used by the risk analysis team to evaluate the performance of Los Banos Detention Dam during and following an earthquake for a range of seismic loadings.

Subtasks and Deliverables

- Fault Review and Characterization.
- Update the PSHA using the new NGA relationships.
- De-aggregate the PSHA by source and distance.
- Summarize results in a memorandum in preparation for the risk analysis meeting.

TASK 4 –Hydrologic and Hydraulic Analyses

A review of previous hydrologic analyses at Los Banos Detention Dam indicates this information may be directly used to evaluate the proposed higher reservoir operating levels. Previous flood routings completed for the summertime thunderstorm Probable Maximum Flood (PMF), with a starting reservoir level at the spillway crest, indicates the existing storage above the spillway crest and spillway capacity are sufficient to store and pass the summertime PMF. This analysis is applicable to both proposal Nos. 2 and 3 as the reservoir level will be at or below the spillway crest during the proposed higher reservoir level period.

Flood routings during the winter months were evaluated for the winter general storm PMF, with a starting reservoir level at the TAC, and indicate the dam may overtop from a flood with an approximate 1,000,000-year return period making dam overtopping highly unlikely. Proposal Nos. 2 and 3 will return the reservoir level to the TAC during winter months making the previous analysis applicable for the proposed re-operation plans.

An engineer from TSC's Flood Hydrology Group (86-68250) will review the existing information in greater detail prior to the risk analysis. Judgments regarding whether there might or might not be changes to the baseline hydrologic risk estimates will be made during the risk analysis.

Subtasks and Deliverables

- Detailed review of existing hydrologic and hydraulic analyses to verify that the results are still applicable.
- Confirm that existing flood frequency hydrographs and flood routings are applicable for the proposed higher starting reservoir elevations.
- Summarize findings in a memorandum in preparation for the risk analysis meeting.

TASK 5 –Liquefaction Triggering and Post-Liquefaction Stability Analyses

The assembled geologic data and updated seismic loadings will be used to perform a liquefaction triggering and post-seismic stability analysis. Results of the analysis will be used by the risk analysis team to make judgments regarding changes to the seismic risks at Los Banos Detention Dam considering the proposed re-operation plans.

Subtasks and Deliverables

- Review the available geologic data – The TSC will assemble and review the relevant data that is available for Los Banos Detention Dam.

- Material property characterization – Material properties such as density, index, erodibility, permeability and strength will be developed for liquefaction and stability analysis.
- Perform a liquefaction triggering analysis – The available geologic sections, SPT data, and soil characterizations will be used to perform a liquefaction triggering analysis using the Simplified Seed Method.
- Perform a post-liquefaction stability analysis – The computer program SLOPE/W will be used to perform a post-liquefaction stability analysis. This work may not be required if it is shown that foundation liquefaction is not a concern.

TASK 6 – Review and Update Previous Consequence Estimates

A review of the previous consequences estimates will be completed as part of this work. We do not expect significant changes to the number of persons at risk (PAR) downstream of the dam since the 2009 CFR estimate. The 2010 census counts will be reviewed and Reclamation area staff and the dam operators will be questioned to estimate if there has been enough changes to the PAR downstream that might impact the previous loss of life (LOL) estimates. Re-estimation of the potential LOL will be made using the revised PAR if needed. These preliminary LOL estimates will be reviewed by the risk estimating team during the risk analysis.

Subtasks and Deliverables

- Review all previous the consequence estimates and methodology for the PAR below Los Banos Detention Dam.
- Review recent census and downstream changes.
- Previous PAR estimates will be updated if needed.
- Based on a cursory review of the previous work it is planned to update LOL estimates for hydrologic overtopping and rapid failure scenarios during either a static sunny day or seismic failure. Daytime and nighttime estimates will be made.

TASK 7 - Risk Analysis for Proposed Re-operation Proposals

A team risk analysis will be held at the TSC consisting of a panel of experts from various disciplines as well as Reclamation staff involved with the operation of Los Banos Detention Dam. To evaluate the proposed operational changes for increasing the storage level, baseline risk estimates will be developed during a team risk analysis to better understand current dam safety risks under existing operations. Risk estimates will be made for the viable potential failure modes considering the proposed reservoir re-operation plans. Conclusions regarding dam safety will be made using results of the risk analyses. Findings from the risk analysis will be documented and presented to a DSAT.

Subtasks and Deliverables

- Data Review – Memoranda and assembled data packages developed during other tasks in this PMP will be distributed to risk team members and facilitators prior to the risk team meeting for their review.

- Risk Team Meeting – A team meeting will be held to identify potential failure modes and evaluate risks. The risk analysis team evaluate the static, hydrologic and seismic risks for Los Banos Detention Dam considering both the existing operations and proposed reservoir re-operation plans. The risk analysis team will also postulate new potential failure modes (PFMs) resulting from the change in reservoir operations and make risk estimates as needed.
- Identify Additional Data and Analysis Needs – If the Risk Team cannot make risk estimates with a high degree of confidence then the team will make recommendations for additional data collection and analysis needs.
- Draft Report – A draft report will be prepared and distributed to all team members and peer reviewers within approximately 10 weeks of the team meeting.
- Report Review – Report review will be performed by the facilitator to verify the discussions and findings of the team meeting and analysis have been adequately portrayed. A DSAT draft report will then be prepared and distributed to appropriate team members and the DSAT representatives at least two weeks prior to the DSAT meeting.
- DSAT – A presentation of the report of findings, including all review comments, will be made to the DSAT and dam safety office (DSO).
- Technical Memorandum (TM) and Technical Report of Findings (TROF) – The risk analysis report and report of findings will be prepared within 8 weeks following the DSAT meeting.

Contingency Tasks

Work included in this PMP will be phased so that the minimum amount of field investigations and engineering analysis are performed while still allowing for a high degree of confidence in the risk estimates. For example if the Phase I field investigation at the downstream toe indicates liquefaction is highly unlikely, then additionally drilling through the embankment will likely not be needed.

However, if foundation liquefaction is a concern based on findings at the downstream toe, then drilling through the embankment section may be required and higher level stability and deformation analysis will be performed. Seismic induced ground motion time-histories will be developed and a site response analysis will be performed. These tasks are contingent on findings from the field investigation at the downstream toe and possibly findings from the risk analysis. Although careful and prudent engineering judgment will be exercised after collection and evaluation of the field data, it is not possible to predict the results of a seismic risk analysis beforehand. Thus, there is a chance that additional data needs could be identified as a result of the risk analysis. Therefore, Tasks 9 through 11 described below are included as contingencies and may be removed from the scope and budget if it is shown that they are not needed.

TASK 8 – Additional Field Investigation and Laboratory Testing

Work included in this task is contingent on the field investigation performed at the downstream toe as part of Phase I. If SPT data at the downstream toe indicates low blow counts and a high likelihood for liquefaction of the foundation materials, then additional drilling through the embankment section to sample foundation soils beneath the dam is recommended. However, if the blow counts at the downstream toe are sufficiently high to very likely preclude liquefaction, then additional drilling through the embankment would not be needed. If the field and analyses results indicate a potential for liquefaction and instability then a decision will need to be made whether to proceed with the risk analysis or obtain additional data. Additionally, it may be concluded that alternative investigation methods such as test pitting, Becker Penetration Tests or geophysics may be required. For preparation of a cost estimate it was assumed that three drill holes through the embankment would be performed. Costs associated with this task will be separated from the total project cost and listed as a contingency. If the additional test holes are not needed, the costs for this Task will be removed from the project budget.

- Prepare a Field Exploration Request (FER) for drilling 3 additional borings including cross-hole shear wave velocity testing.
- Perform field investigation to collect embankment and foundation SPT information.
- Perform laboratory testing.
- Complete Geologic Investigation Report.
- Compile available geologic information in preparation of the risk analysis.

TASK 9 – Develop Ground Motion Time-Histories

If post-liquefaction stability results indicate low factors of safety, then deformation analysis will be required to understand if there will be sufficient freeboard following the seismic event. Time-histories will be developed for use in FLAC modeling to evaluate the performance of Los Banos Detention Dam during and following an earthquake for a range of seismic loadings and possible post-liquefaction material strengths.

Subtasks and Deliverables

- Provide up to 4 representative UHS (e.g. 2K, 5K, 10K and 50K).
- Provide spectrum compatible time histories (e.g. 2K, 5K, 10K and 50K return periods) for site response analysis.
- Spectral match time histories for the site.
- Summarize results in a memorandum.

TASK 10 – Post-Liquefaction Deformation Analysis

Using the previously developed material characterization and ground motion time-histories for the site a deformation analysis will be performed to evaluate the performance of Los Banos Detention Dam during and following an earthquake for a range of seismic loadings. Results of the analysis will be used in a subsequent risk analysis.

Subtasks and Deliverables

- Develop possible range of embankment deformations and potential cracking for the seismic loadings to be evaluated during the risk analysis.
- Summarize results in a memorandum.

TASK 11 – Follow-up Risk Analysis for Proposed Re-operation Proposals

This task is necessary if the results of the risk analysis indicate additional data is needed. Based on the findings from the initial risk analysis meeting, and potential need for additional field investigation and engineering analysis, a subsequent risk analysis meeting will be held. Additional data and analysis will be used by the team to update the previously made risk estimates. The findings will be documented and presented to a DSAT.

Subtasks and Deliverables

- Risk Team Meeting – A team meeting will be held to update previous risk estimates using additional data and analysis.
- Draft Report – The previous report presented to DSAT will be updated with the subsequent risk analysis findings.
- DSAT – A presentation of the report of findings, including all review comments, will be made to the DSAT and DSO.
- Updated TM and Report of Findings – An updated risk analysis report and report of findings will be prepared within 8 weeks following the DSAT meeting.

3. Schedule

It was assumed that most of the work included in this PMP will be completed during FY2013. Depending on the need for the contingency tasks work may extend into FY2014. A preliminary schedule is provided below.

<u>Milestone</u>	<u>Completion Date</u>
Risk Analysis (FY2013)	
Project Management Plan sent to client	11/15/2012
Project Management Plan (service Agreement) approved	12/15/2012
Start	1/14/2013
PSHA Complete	4/1/2013
Complete Data Review and Engineering Analysis	6/1/2013
Risk analysis	6/15/2013
Draft Decision Document (DD) and TROF	8/15/2013
DSAT Meeting	8/31/2013
Final Decision Document (DD) and TROF	10/15/2013
Contingency Tasks (FY2014)	
Phase II FER complete	11/1/2013
Phase II Field Investigation	2/1/2014
Seismic Time Histories complete	2/1/2014
Deformation Analysis complete	5/1/2014
Follow-up Risk analysis	6/1/2014
DSAT	7/1/2014
Final DD and TROF	9/1/2014
Project Complete	9/31/2014

This schedule is preliminary and will be dependent on staff availability and receiving sufficient notice to begin the work. Unforeseen dam safety work may take priority over this project and staff resources will be utilized as needed. This schedule assumes the Phase I field investigation at the downstream toe will be complete by the project start date of 1/14/2013.

4. Cost Estimate

TASK	Labor Cost (\$)	Non-labor Cost (\$)
1 - Project Management	\$10,000	
2 - Geologic Data Review	\$4,000	
3 – Seismic Hazard Study	\$25,500	\$800
4 – Review Hydrologic analysis	\$10,000	
5 – Liquefaction and Stability Analysis	\$20,000	
6 - Consequences Review	\$5,000	
7 – Risk Analysis Meeting and TM	\$54,500	\$800
8 – Additional Field Investigation	\$90,000	\$250,000
9 – Seismic Time Histories	\$43,500	\$1,600
10 - Deformation Analysis	\$50,500	
11 – Follow-up Risk Analysis Meeting and revised TM	\$44,000	\$800
	Total Cost (\$)	
Estimated TSC Project Cost (Tasks 1 – 7, no contingencies)	\$130,600	
Estimated TSC Contingency Costs (Tasks 8 – 11)	\$480,400	
Estimated TSC Project Cost with contingencies	\$611,000	

Notes: Non-labor costs included estimates for contract work such as drilling and laboratory services. Additional non-labor fees for travel, per diem and report reproduction are included as needed.

Contingencies have been added to this PMP to account for possible additional data and analysis needs. A contingency of \$480,400 should be held for Tasks 8 through 11. We understand the client may choose to approve the estimated TSC project cost of \$130,600 or the estimated TSC project cost with contingencies of \$611,000. If only the estimated TSC project cost is funded then requests for budget increases using the Change Order Form will be made for the contingency tasks as needed. If the estimated TSC project cost with contingencies is funded and it is determined during the project that some of the contingency tasks are not needed, then the costs for these tasks will be removed from the budget. It should be noted that although contingency costs have been estimated for a scenario requiring additional investigations and analyses, it is not possible to precisely define the work at this time given the minimal data available. It is possible that the total TSC costs to complete the risk analysis could exceed the estimate of \$611,000.

The estimated budget and schedule are based on a 20-month duration from the start date. Labor costs are based on FY2013 staff day rates. Labor fees for FY2014 will be adjusted once rates are established.

MP Regional Office and Field Office personnel will be involved in several of the tasks described in this project plan. The TSC can assist the MP Region with preparing non-TSC costs if needed. This service agreement does not cover costs outside of the TSC.

5. Roles and Responsibilities

The Project Team consists of representatives of the TSC, Mid-Pacific Regional Office and the Tracy Field Office (TO). The TSC Team Leader will head up the Project Team and will be responsible for the Team's coordination and overall activities. Team members are responsible for their Group's tasks, including schedules, budgets, and quality control. Team members will ensure their Group's products are complete and will meet the stated goals and objectives of the project. A preliminary listing of team members is provided below. Additional team members will be added during the project as needed.

Chris Ellis, Team Leader 86-68311
Dennis Hanneman, Peer Review, 86-68311
Roy Davis, Instrumentation Review, 86-68360
Jared Vauk, Geologist, 86-68320
Ralph Klinger, Civil Engineer, 86-68330
Chris Wood, Seismologist, 86-68330
Brenda Kinkle, Hydrologist, 86-68250

6. Quality Control

The TSC peer review process emphasizes a review based on the technical approach or other procedures used to develop results and conclusions, and the review establishes validity and suitability of those results. The Project Team will use peer review and checking processes in accordance with TSC Operating Guidelines.

7. Change Management

The Design Team members will continually track their costs. The Team Leader will report these costs on a quarterly basis. If the record shows that the Team's estimate for completing the work is less than what appears to be needed, then the Team Leader will inform the client representative of the problem and its cause. If the change is major, the Team Leader will notify the client representative of the estimated cost change as soon as practical and request approval and funding for the change using the Change Order Form (Appended to this PMP). All changes to Scope will be documented using either the Contingency Fund Request Form or the Change Order Form. The Design Team Leader will immediately notify the client representative of any anticipated delays in schedule or increase in design costs.

The need for the contingency tasks described herein will be communicated to the client contact in advance of the work being completed. Depending on how the project is initially funded costs for the contingency tasks will be tracked using the Change Order Form.

8. Communication Plan

The team leader will be the point of contact at the TSC for this project. Under the leadership of the Team Leader, team members will interact with each other to ensure that all products coming into and going out of their design groups are accomplished in a timely and satisfactory manner. Team members should communicate freely between each other. The Team will meet as appropriate to discuss ongoing progress, and to ensure communication between team members.

Status reports:

The team leaders will have conference calls with the client representative to report on progress at least monthly once the project is initiated.

9. Risk Management Plan

The following risks are identified by the TSC as having a probability of occurrence and may result in impacts to budget and/or schedule. These risk events will be monitored throughout the project and reported in the status reports. Other risk events not discussed below that impact the project will be managed by the Change Management process. Although contingency costs have been estimated for a scenario requiring additional investigations and analyses, it is not possible to precisely define the work at this time given the minimal data available.

Risk #1: Depending on the findings from the earlier tasks and initial risk analysis meeting additional field data and engineering analysis may be needed. Costs for these tasks have been estimated are included as contingencies for inclusion in the reservoir re-operation risk analysis cost.

- **Level of Risk Occurring:** High
- **How Could Risk Affect Project:** TSC costs for the project may increase as much as three fold depending on the need for the additional data and analysis needs. It will likely cause a slip to the schedule and require additional staff days.
- **Owner:** TO
- **Response to Risk:** The client accepts the consequence and ownership of the risk and has chosen not to provide contingency funds for the risk.
- **Specific Action to Implement Risk Response Strategy:** The TSC will make every effort to make risk estimates with the minimum amount of data and analysis. If confidence in the estimates is low and uncertainty is high then requests for additional data and analysis will be made.
- **Date to Complete the Specific Risk Response Action:** After the initial risk analysis meeting (~July 2013)

- **Budget and Schedule for Response:** Costs for the contingency tasks have been estimated in this PMP.
- **Contingency Plan (action that will be taken if risk becomes a problem):**
Assumptions will be made with client approval if data are not available when needed. Assumptions that are incorrect will require rework and may affect cost estimates. No funding was established for rework. If the rework exceeds 3 staff days, additional funding and schedule will be requested through the Change Management process.

Risk #2: The geology exploration data and other foundation data may not be received by the date shown in Schedule. Scheduling of the risk analysis will be contingent on receipt of this data.

- **Level of Risk Occurring:** Moderate to High
- **How Could Risk Affect Project:** Depending on when the exploration and data is received and what it reveals, it may cause a slip to the schedule and require additional staff days.
- **Owner:** TO and MP drill crew
- **Response to Risk:** The client accepts the consequence and ownership of the risk and has chosen not to provide contingency funds for the risk.
- **Specific Action to Implement Risk Response Strategy:** If exploration data are not received by start date of this project (~1/15/2013), contact appropriate persons to determine when data will be available. Partial data and embankment assumptions will be used to the extent possible to complete studies. If warranted by results of geology data, changes will be initiated when received.
- **Date to Complete the Specific Risk Response Action:** January 15, 2013.
- **Budget and Schedule for Response:** No budget or schedule adjustment has been provided in this PMP to accommodate this risk.
- **Contingency Plan (action that will be taken if risk becomes a problem):**
Assumptions will be made with client approval if data are not available when needed. Assumptions that are incorrect will require rework and may affect cost estimates. No funding was established for rework. If the rework exceeds 3 staff days, additional funding and schedule will be requested through the Change Management process.

Risk #3: The PSHA is not completed by the date shown in Schedule. Seismotectonic group staff may be allocated to unanticipated work on higher priority dam safety projects. Scheduling of the risk analysis will be contingent on receipt of this data.

- **Level of Risk Occurring:** Low to Moderate
- **How Could Risk Affect Project:** Depending on when the PSHA is completed engineering analysis and what it reveals, it may cause a slip to the schedule and require additional staff days.
- **Owner:** TSC
- **Response to Risk:** The TSC Seismotectonics Group will make every effort to complete the agreed work by the scheduled completion date.
- **Specific Action to Implement Risk Response Strategy:** If PSHA is not completed by April 1, 2013, contact appropriate persons to determine when analysis will be complete. If warranted by schedule previous seismic hazard information will be used to start the engineering analysis.
- **Date to Complete the Specific Risk Response Action:** April 1, 2013.
- **Budget and Schedule for Response:** No budget or schedule adjustment has been provided in this PMP to accommodate this risk.
- **Contingency Plan (action that will be taken if risk becomes a problem):** Assumptions will be made with client approval if data are not available when needed. Assumptions that are incorrect will require rework and may affect cost estimates. No funding was established for rework. If the rework exceeds 3 staff days, additional funding and schedule will be requested through the Change Management process.

10. Project Closeout

The project will be closed out once the deliverables are received and accepted. The Team Leader will ensure that all project files are assembled and filed. The Team Leader will ensure that all products have been delivered to the client, all costs have cleared the government financial systems, final payments have been received from the client, and request that the WOID be closed.

The budget and schedule for the project closeout tasks are incorporated into the budget and schedule sections of this project plan. Team Leader will distribute a project feedback survey to the team members, and to the TO, that is to be collected

within two weeks. The budget and schedule for the project closeout tasks are incorporated into the budget and schedule sections of this project plan.

11. Signatures

The signatures below indicate concurrence with this project management plan. The Technical Service Center and the Tracy Field Office are in agreement with all elements of this project plan.

Technical Service Center:



Team Leader, Technical Service Center

11/27/12
Date



Group Manager, Technical Service Center

11/27/12
Date

Tracy Field Office:

Project Manager, Tracy Field Office

Date

APPENDIX A

WORK BREAKDOWN STRUCTURE (By Design Group)

This work breakdown structure shows work for the individual design groups for all work associated with this project plan.

Team members will assist the Team Leader in providing the Client with:

- Team members for risk analyses
- Other items as required

The tasks of the design groups include:

Team Leader

- Provides overall team leadership and project coordination
- Serves as single point of contact for TSC Design Team

All TSC Design Groups – General Activities

- Review Project Management Plan
- Participate in meetings and phone calls as required
- Participate in budget and schedule tracking
- Review data collected and engineering analyses

86-68010 Client and Support Services Office

- Provide liaison between the TSC and the Client

86-68250 Flood Hydrology Emergency Management Group

- Review hydrology to evaluate proposed reservoir re-operation proposals
- Complete engineering analysis as needed
- Participate in risk analysis

86-68330 Seismotectonics and Geophysics Group

- Update site PSHA
- Complete engineering analysis as needed
- Participate in risk analysis

86-68311 Geotechnical Engineering Group

- Provide team leader
- Prepare Project Management Plan
- Review geology reports
- Complete engineering analysis as needed
- Coordinate activities with risk analyses leader
- Participate in risk analysis
- Provide risk analysis facilitator
- Coordinate DSAT

86-68330 Engineering Geology Group

- Review geology reports
- Prepare FER
- Monitor geologic/geotechnical investigations
- Participate in risk analysis

86-68360 Instrumentation and Inspections Group

- Participate in risk analysis

86-68130 Concrete Waterways and Dams

- Participate in risk analysis

APPENDIX B

Change Order Form

Project: Los Banos Detention Dam Risk Analysis

Change No.: _____

WBS No.: _____

Task Name: _____

Added Cost: \$ _____ SL1 _____ SL2 _____ SL3 _____

Budget: _____ No Impact _____ Contingency Fund _____ Added Cost

Schedule: _____ No Impact _____ Slip (Number of Schedule days _____)

Description of Change:

Reason for Change:

Major Change: (Change in Scope)

New Requirement (Attachment Yes/No)

Task: (New / Existing) _____

Scheduled Days: _____

Staff Assigned: _____

Start Date: _____

Submitted by: _____

TSC Design Team Leader

Date

____ Approved

____ Not Approved

MP Regional Office

Date

APPENDIX C

Contingency Fund Request Form

Minor change: Budget – 3 days or less or Schedule – No effect on Milestones

Project: Los Banos Detention Dam Risk Analysis

Change No.: _____ WBS No.: _____

Task Name: _____

Added Cost: \$ _____ SL1 _____ SL2 _____ SL3 _____

Budget: _____ No Impact _____ Contingency Fund

Schedule: _____ No Impact _____ Slip (Number of Schedule days _____)

Description of Contingency Fund Use:

Reason:

New Requirement (Attachment Yes/No)

Task: (New / Existing) _____

Scheduled Days: _____ Staff Assigned: _____ Start

Date: _____

Budget: _____ No Impact _____ Contingency

Fund Schedule: _____ No Impact _____

Slip

Submitted by: _____

_____ Date

_____ Approved _____ Not Approved

TSC Team Leader

