

SLDMWA BOARD OF DIRECTORS
as of 01/08/2025
(Bold/Italics indicate adjustments)

OFFICERS:

Action Required:

Cannon Michael, Chair
William Bourdeau, Vice Chair
Ray Tarka, Treasurer
Federico Barajas, Secretary

DIVISION 1, EXISTING BOARD:

Action Required:

David Weisenberger, Director
Banta-Carbona Irrigation District

James Thoming, Alternate
Banta-Carbona Irrigation District

Bobby Pierce, Director
West Stanislaus Irrigation District

Vince Lucchesi, Alternate
Patterson Irrigation District

Anthea Hansen, Director
Del Puerto Water District

Kyle Perez, Alternate
Del Puerto Water District

Ed Pattison, Director
Byron Bethany Irrigation District/CVPSA

Lea Emmons, Alternate
City of Tracy

DIVISION 2, EXISTING BOARD:

Action Required:

Justin Diener, Director
Westlands Water District

Replaced Ross Franson 01/8/2025

Ross Franson, Alternate
Westlands Water District

Replaced Justin Diener 01/8/2025

William Bourdeau, Director
Westlands Water District

Ryan Ferguson, Alternate
Westlands Water District

Replaced Ernie Costamagna 01/8/2025

Beau Correia, Director
Panoche Water District

Patrick McGowan, Alternate
Panoche Water District

William Diedrich, Director
San Luis Water District

Lon Martin, Alternate
San Luis Water District

DIVISION 3, EXISTING BOARD:

Action Required:

Dan McCurdy, Director
Firebaugh Canal Water District

Chris White, Alternate
Firebaugh Canal Water District

Jarrett Martin, Director
Central California Irrigation District

Eric Fontana, Alternate
Central California Irrigation District

Cannon Michael, Director
Henry Miller Reclamation District #2131

Mike Gardner, Alternate
Columbia Canal Company

Ric Ortega, Director
Grassland Water District

Ken Swanson, Alternate
Grassland Water District

DIVISION 4, EXISTING BOARD:

Action Required:

John Varela, Director
Valley Water

Aaron Baker, Alternate
Valley Water

Richard Santos, Director
Valley Water

Jim Beall, Alternate
Valley Water

Dana Jacobson, Director
San Benito County Water District

Doug Williams, Alternate
San Benito County Water District

Joseph Tonascia, Director
San Benito County Water District

Brett Miller, Alternate
San Benito County Water District

DIVISION 5, EXISTING BOARD:

Action Required:

Bill Pucheu, Director
Tranquillity Irrigation District

Lance LeVake, Alternate
Pacheco Water District

Allison Febbo, Director
Broadview Water District

Kirk Teixeira, Alternate
Turner Island Water District

Me

Manny Amorelli, Director
James Irrigation District

Riley Chaney, Alternate
James Irrigation District

FWA Representative:

Jason Phillips, Representative
Friant Water Authority

Johnny Amaral, Representative Alternate
Friant Water Authority

Action Required:

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Water Resources Committee

William Bourdeau, Chairman
Cannon Michael, Ex-officio

Division 1

Zach Maring, Member
Anthea Hansen, Alternate

Division 2

Bill Diedrich, Member
Lon Martin, Alternate

Division 3

Chris White, Member
Ric Ortega, Alternate

Division 4

Vincent Gin, Member
Dana Jacobson, Alternate

Division 5

Kirk Teixeira, Member
Manny Amorelli, Alternate

Quorum = 4 (3 + ex-officio)

18



Box 2157, Los Banos, CA 93635
Phone: 209 826 9696 Fax: 209 826 9698

TO:

Finance & Administration Committee

Anthea Hansen, Committee Chair
Cannon Michael, Ex-officio
William Bourdeau, Ex-officio

Division 1

Anthea Hansen, Chair/Member
Lea Emmons, Alternate

Division 2

Justin Diener, Member
Vacant, Alternate

Division 3

Chris White, Member
Jarrett Martin, Alternate

Division 4

Brett Miller, Member
Vacant, Alternate

Division 5

Bill Pucheu, Member
Manny Amorelli, Alternate

Friant Water Authority

Jason Phillips, Member
Wilson Orvis, Alternate

Quorum = 5



Box 2157, Los Banos, CA 93635
Phone: 209-826-9696 Fax: 209-826-9698

OPERATIONS & MAINTENANCE TECHNICAL COMMITTEE

Exchange Contractors

Chris White, Chairman & Member
Jarrett Martin, Alternate

San Luis Canal Area

Kelly Vandergon, Member
Vacant, Alternate

Friant Water Users Authority

Chris Hickernell, Member
David Dees, Alternate

Juan Cadena, Member
Lon Martin, Alternate

Lower DMC Area

Jeff Bryant, Member
Patrick McGowan Alternate

SLDMWA Technical Staff

Bob Martin, Member
Jaime McNeill, Alternate

Mendota Pool Area

Danny Wade, Member
Ken Carvalho, Alternate

USBR Representative

John Mercado, Member
Nader Noori, Alternate

San Felipe Area

Gary Nagaoka, Member
Paulino Ochoa, Alternate

Upper DMC Area

Bobby Pierce, Member
Paul Stearns, Alternate

Quorum = 8

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Board of Directors

SAN JOAQUIN VALLEY DRAINAGE AUTHORITY

Del Puerto Water District

Adam Scheuber, Director/Chair
Jarod Lara, Alternate

Pacheco Water District

Chase Hurley, Director
Vacant, Alternate

Panoche Drainage District

Patrick McGowan, Director
John Bennett, Alternate

Patterson Irrigation District

Dan Robinson, Director
Vince Lucchesi, Alternate

San Luis Water District

Janet Roy, Director/Vice-Chair
Lon Martin, Alternate

San Joaquin River Exchange Contractors Water Authority

Chris White, Director
John Wiersma, Alternate

Tranquillity Irrigation District

Jerry Salvador, Director Alternate
Danny Wade, Alternate

Twin Oaks Irrigation District

Mark Child, Director
Kyle McGary, Alternate

West Stanislaus Irrigation District

Bobby Pierce, Director/Secretary
Lee Deldon, Alternate

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DEL PUERTO WATER DISTRICT

STAFF REPORT/ACTION ITEM REQUEST

BOD Meeting Date: January 22, 2025

Title: 2019 Chevy Silverado Engine Repair, Deputy General Manager – Water Operations

Background Information: The 2019 Chevy Silverado 1500 pickup, assigned to the Deputy General Manger – Water Operations, developed an engine problem on January 3, 2025 and was taken to Thompson Chevrolet (Thompson) for diagnosis. On January 8, Thompson notified the District that the problem was a stuck lifter and that to remove the head and replace the bank of lifters would be \$3,700.00 plus taxes. However, if the stuck lifter damaged the cam shaft lobe, the cost would be \$8,900.00 plus taxes. On January 16, 2025, Thompson's notified the District that the cam shaft was in fact damaged by a stuck lifter and would require the replacement of the cam shaft.

Staff received a quote from Newman Auto Repair of \$5,200 to replace the cam shaft and lifters. The shop owner had just completed the same repair for a local dairy's 2019 GMC Sierra pickup and showed staff the invoice for the repair. The repair would have a one-year warranty on the labor.

Staff received a quote from Thompson of \$15,500.00 as a trade-in value, as is. Current trucks on Thompson's lot that are 4-door, 4WD, 4-cylinder turbo, are priced at around \$50,000.00.

Thompson would be owed \$950.00 for the current work/tear-down that has been done to the motor if work were to be ceased.

This vehicle was purchased in November 2021 for a total price of \$63,361.08 and had 23,174 miles. The vehicle's current mileage is approximately 85,000 miles.

Issues for Consideration/Discussion:

1. Have Thompson complete the repairs.
2. Tow the vehicle to Newman Auto Repair for repairs. The price of the repair may be slightly lower than quoted due to the tear-down already performed by Thompson. However, there would be a cost for towing the vehicle from Thompson to Newman.
3. Trade in the vehicle as-is and purchase another vehicle.

Staff Recommendation: Staff is asking the Board for recommendations.

Budget Action Requirement (if applicable):

1. Repairs completed by Thompson:	<u>\$8,900.00 plus tax</u>
2. Repairs completed by Newman Auto Repair:	
a. Current tear-down by Thompson:	\$950.00
b. Tow to Newman:	\$200.00
c. Repairs by Newman Auto (approx.):	\$5,200.00
d. Total:	<u>\$6,350.00</u>
3. Purchase replacement vehicle:	
a. Trade in value:	(\$15,500.00)
b. Purchase replacement vehicle (approx.):	\$50,000.00-\$60,000.00
c. Approximate Total:	<u>\$34,500.00-\$44,500.00</u>



DEL PUERTO WATER DISTRICT

STAFF REPORT/ACTION ITEM REQUEST

BOD Meeting Date: January 22, 2025

Title: First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement

Background Information:

The B.F. Sisk Dam Raise and Reservoir Expansion Project (“Reservoir Expansion Project” or “Project”) includes raising the dam crest an additional 10 feet above the 12-foot embankment raise under development by the B.F. Sisk Dam SOD Modification Project. The 10-foot embankment raise would support an increase in reservoir storage capacity of 130,000 acre-feet. In addition, the Reservoir Expansion Project includes installation of downstream stability berms and crack filters and raising the existing outlet works, intake towers, access bridge, and spillway intake by 10 feet and other modifications, including to State Route 152.

The potential benefits from the Reservoir Expansion Project include increasing long-term reliability and quantity of yearly allocations to south-of-Delta contractors dependent on San Luis Reservoir and increasing the certainty of access to supplies stored by south-of-Delta contractors in San Luis Reservoir in subsequent water years.

The SLDMWA, on behalf of its’ members agencies, has worked with the U.S. Bureau of Reclamation (“Reclamation”) to analyze the proposed Reservoir Expansion Project over the past several years, including through the preparation of the draft B.F. Sisk Dam Raise and Reservoir Expansion Project Environmental Impact Report/Supplemental Environmental Impact Statement (“EIR/SEIS”), a Feasibility Report, and an addendum to the Feasibility Report. SLDMWA has also executed a series of cost share agreements with the USBR regarding collaboration on the planning, preliminary design, and environmental compliance for the Reservoir Expansion Project, to seek potential storage benefits of the Project for Water Authority member agencies.

In January 2024, the SLDMWA, participating members, and the U.S. Bureau of Reclamation began negotiating The Agreement with the United States for the Management of the Expanded San Luis Reservoir and Cost Share of Charges Associated with Raising of the B.F. Sisk Dam and Increased Storage Capacity of the Federally Administered San Luis Reservoir (“Management and Cost Share Agreement”). Final negotiations were held on December 11, 2024, with Reclamation providing a thirty-day public comment period beginning December 12, 2024. On January 17, 2025, SLDMWA and the USBR formally executed the Management and Cost Share Agreement.

The Management and Cost Share Agreement provide that Reclamation has the authority to share up to 50% of the costs of the Project, although Reclamation and the Water Authority have agreed to an initial 70% Authority share and 30% federal share of costs (including but not limited to costs associated with Project design and construction). Now that the Management and Cost Share Agreement has been executed, SLDMWA and the member agencies' intend to negotiate additional, related agreements, including, but not limited to, a Contributed Funds Agreement, Spend Plan, Coordination Agreement, and O&M Agreement (together, the "Follow-On Agreements"). Together with the Management and Cost Share Agreement, the Follow-On Agreements will govern the cost sharing, design, construction, coordination activities, and operation of the Project.

Summary of the SLDMWA B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement

On May 9, 2022, the SLDMWA executed an additional cost share agreement with Reclamation to cover cost sharing for the then-current next phase of planning, permitting, and design activities related to the Project. Rather than continuing to allocate costs to all Water Authority members through the existing Leg/Ops activity, the SLDMWA Board of Directors Authorized an Activity Agreement to allocate such costs to only those member agencies who chose to become Activity Agreement participants. This initial Activity Agreement covered funding of planning, preliminary design, and environmental compliance for the Project.

SLDMWA and the participating members¹ have now prepared the First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement ("Amended Activity Agreement") to govern members' continued participation in the Project through design, financing, construction, and implementation, or until the members form one or more separate joint powers authorities to govern their participation in the Project.

Issues for Consideration/Discussion:

Whether the District should Authorize Execution of the First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement.

Staff Recommendation:

Staff recommends continued participation in the Activity Agreement for FY '26 in order to have the benefit of further information to be developed regarding the Project.

¹ Current members include Byron-Bethany Irrigation District, City of Tracy, Del Puerto Water District, San Benito County Water District, San Luis Water District, Santa Clara Valley Water District, and Westlands Water District.

ANALYSIS

The Activity Agreement would become effective following execution by the current Activity Agreement members. Executing the Amended 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).

The District's participation in the Amended Activity Agreement will require staff time to manage the project and coordinate with SLDMWA and the Activity Agreement members to further develop various project components, including but not limited to, a Contributed Funds Agreement, Spend Plan, Coordination Agreement, and O&M Agreement, design of the crest raise and Hiway 152 relocation, potential grant funding for the project, and financing opportunities. It is estimated that Activity Agreement Members will need to contribute \$3 million in FY '26 and an additional \$20 million in FY '27 to continue the project forward. A participant may withdraw from the Activity Agreement at any time but would not be eligible for reimbursement of their share of any costs expended through the date of withdrawal. It is expected that the opportunity for Final Offramp from the project will be some time in early 2027, in advance of formal Bid Advertisement for construction of the project.

Budget Action Requirement (if applicable):

Approval of continued participation in the Amended Activity Agreement would require a budget action of approximately \$125,000 for FY '26, and potentially \$800,000 for FY '27.

ATTACHMENTS

1. First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement.
2. The Agreement with the United States for the Management of the Expanded San Luis Reservoir and Cost Share of Charges Associated with Raising of the B.F. Sisk Dam and Increased Storage Capacity of the Federally Administered San Luis Reservoir.

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SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
FIRST AMENDED AND RESTATED B.F. SISK DAM RAISE AND RESERVOIR
EXPANSION PROJECT ACTIVITY AGREEMENT

This **FIRST AMENDED AND RESTATED B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT ACTIVITY AGREEMENT** (“**Activity Agreement**”) is entered into and made effective as of this ___ day of _____ 2025 (“**Effective Date**”), by and among the San Luis & Delta-Mendota Water Authority (“**Authority**”), a joint powers agency of the State of California, and its members who execute this Agreement, who are hereinafter referred to jointly by the plural 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 parties to this Activity Agreement, together with certain other local agencies, have entered into an amended and restated Joint Exercise of Powers Agreement-San Luis & Delta-Mendota Water Authority dated as of January 1, 1992 (the “**JPA**” or “**JPA Agreement**”) establishing the Authority for the purpose of exercising the common powers of the parties indicated therein, 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 agricultural 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 for water from the Central Valley Project (“**CVP**”) and receive water conveyed through the Delta-Mendota Canal, the San Luis Canal, and/or the Pacheco Pumping Plant and Tunnel.

D. Due to hydrologic conditions and/or policy and regulatory constraints, the operation of the CVP by the United State Bureau of Reclamation (“**Reclamation**”) will likely

result in shortages of supply, which would result in less water being made available to members of the Authority than is required to meet customer demands.

E. The Authority authorized execution of a series of cost-share agreements with Reclamation to collaborate on the planning, preliminary design, and environmental compliance for the B.F. Sisk Dam Raise and Reservoir Expansion Project (“**Reservoir Expansion Project**” or “**Project**”), and to seek potential storage benefits of the Project for Authority member agencies.

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

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

H. Reclamation and the Authority signed a Record of Decision and Notice of Determination for the Project, respectively, on October 20, 2023.

I. The Project will create approximately 130,000 acre-feet of additional storage space in San Luis Reservoir and includes related modification to Highway 152.

J. The Authority has finalized an agreement for the management of the Project and cost share of charges associated with the raising of the B.F. Sisk Dam and increased storage capacity of the federally administered San Luis Reservoir with the United States (“**Management and Cost Share Agreement**”). The cost share provisions of the agreement provide that Reclamation has the authority to share up to 50% of the costs of the Project, although Reclamation and the Authority have agreed to an initial 70% Authority share and 30% federal share of costs (including, but not limited to costs associated with Project design and construction).

K. Following execution of the Management and Cost Share Agreement, the Authority also intends to negotiate additional, related agreements, including, but not limited to, a Contributed

Funds Agreement, Spend Plan, Coordination Agreement, and O&M Agreement (together, the "Follow-On Agreements"). Together with the Management and Cost Share Agreement, the Follow-On Agreements will govern the cost sharing, design, construction, coordination activities, and operation of the Project.

L. The Authority is participating in the Project on behalf of individual water agencies that will provide funding in exchange for water storage and supply benefits provided by the Project. The intent of the relationship established among Reclamation, the Authority, and Activity Participants is to provide the benefits of the Project to the Activity Participants through the Authority's participation.

M. This Activity Agreement governs members' participation in the Project through design, financing, construction, and implementation, or until Activity Participants form one or more separate joint powers authorities to govern their participation in the Project.

N. Each of the parties to this Activity Agreement desires to participate in the benefits and incur the obligations associated with continued project management and the Management and Cost Share Agreement and Follow-On Agreements, through the joint exercise of their common powers under this Activity Agreement.

O. The Authority and each of the Activity Agreement Members have shared, and continue to have, 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

2.1. "Activity Agreement" or "Agreement" shall mean this First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement.

2.2. "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 Operating Costs allocable to Activity Agreement Members and to any Non-Member Participating Parties through Memoranda of Understanding executed in conjunction with this Activity Agreement.

First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement

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

2.4. **“Activity Participants”** shall mean the Activity Agreement Members and the Non-Member Participating Parties, as defined below.

2.5. **“Administration Agreements”** 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.

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

2.7. **“Authority Operating Costs”** shall mean the Authority’s rent and other occupancy charges, acquisition costs of office furniture and equipment, 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.

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

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

2.10. **“JPA”** or **“JPA Agreement”** shall mean that certain Joint Exercise of Powers Agreement effective January 1, 1992, establishing the Authority, as has been and may be amended or restated over time.

2.11. **“Management and Cost Share Agreement”** shall mean the Agreement Between the United States and the San Luis & Delta-Mendota Water Authority for the Management of the Expanded San Luis Reservoir and Cost Share of Charges Associated with Raising of the B.F. Sisk Dam and Increased Storage Capacity of the Federally Administered San Luis Reservoir (Contract No. 24-WC-20-6280) entered into by the Authority on behalf of the Activity Agreement Members.

2.12. **“Memorandum of Understanding”** or **“MOU”** shall mean an agreement in the form approved by the Activity Agreement Members and Authority Board of Directors between the Authority and a local agency, city, county, or mutual water company that is not a member of the Authority but which desires to participate in this Activity Agreement as a Non-Member

Participating Party; "Memoranda of Understanding" or "MOUs" shall refer collectively to all such Memoranda of Understanding.

2.13. "Non-Member Participating Party" shall mean a local agency, city, county, or mutual water company that is not a member of the Authority but which by execution of an MOU agrees to undertake the same obligations and is accorded the many of same benefits as a member of the Authority that has executed this Activity Agreement. The Non-Member Participating Parties are listed on Exhibit "A" attached hereto.

2.14. "Participation Percentage" shall mean each Activity Participant's allocated share of Activity Agreement Expenses and Project benefits, as determined and as described in Section 10 of this Agreement and set forth on Exhibit "B" as updated from time to time.

2.15. "Project Participation Percentage" shall mean the total of the Activity Participants' shares in the Project, which is equal to the entirety of the storage capacity associated with the "Authority-Managed Share of Expanded Reservoir," as defined in the Management and Cost Share Agreement.

2.16. "Reservoir Expansion Project" or "Project" shall mean the proposed project pertaining to the planning, design, permitting, and other preconstruction activities associated with the B.F. Sisk Dam Raise and Reservoir Expansion Project, as well as the construction, operation, and management of the expanded San Luis Reservoir.

2.17. "Water Coordinator" shall mean the individual provided for in subarticle 4(i)(4) of the Management and Cost Share Agreement.

3. PURPOSE OF AGREEMENT

3.1. The purpose of this Activity Agreement is to allow, through the joint exercise of some or all of the common powers of the Activity Agreement Members described in the Recitals above, as appropriate, the Activity Agreement Members to participate through the Authority in the benefits and obligations associated with the Project through design, financing/issuance of debt, construction of the Project, and implementation (operation and management) of the expanded San Luis Reservoir, or until the interests, rights, duties, and obligations of the Authority under this Activity Agreement and under the Management Cost Share Agreement are assigned to a new entity or entities comprised of the Activity Participants. The Authority and the Activity Agreement Members intend that the benefits and obligations associated with the Project, including but not limited to storage capacity and Article 3(f) water as defined in the Management and Cost Share First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement

Agreement, will be allocated to Activity Participants consistent with the Participation Percentages described in Section 10 of this Activity Agreement, and documented in Exhibit "B."

3.2. The parties acknowledge and agree that the Authority's role in this Activity Agreement is to: 1) provide the umbrella joint powers agreement pursuant to which the parties may exercise their common powers and to provide coordinated services at the expense of the Activity Agreement Members; 2) negotiate, implement, and administer the Management and Cost Share Agreement and Follow-On Agreements in coordination with the Activity Agreement Members; 3) provide administrative services for implementation of the Management and Cost Share Agreement and Follow-On Agreements, including, but not limited to, providing notices, billings, and accounting services to the Activity Agreement Members during the term hereof; and 4) undertake such additional activities and responsibilities as necessary, including project management, and retaining and supervising other employees or consultants as may be requested and funded by the Activity Agreement Members.

4. ORGANIZATION

4.1. The business of this Activity Agreement shall be conducted by the Authority at large and therefore be governed by the Board of Directors of the Authority. However, it is recognized that, at some time in the future the Activity Participants may wish to form a separate body specifically for the purpose of directing the business of the Activity Agreement (a "Steering Committee"). If the Activity Participants unanimously agree that a Steering Committee is in the best interest of all parties, the Board of Directors of the Authority will consider establishing the organizational structure proposed by the Activity Participants, which will be described in an amendment to this Activity Agreement, and that organizational structure may then serve as the governing body for this Activity Agreement.

4.2. It is intended that, at some time in the future, the business of this Activity Agreement will be moved from the Authority to a new entity or entities comprised of Activity Participants, and the Authority will, upon approval of the Activity Participants, assign all of its interests, rights, duties, and obligations under this Activity Agreement and under the Management and Cost Share Agreement to such new entity(ies) (see Section 17 of this Activity Agreement).

5. ROLE OF AUTHORITY: POWERS RESERVED TO BOARD OF DIRECTORS AND LIMITATIONS THEREON

5.1. Role of the Authority.

a. 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 Participants in conducting the activities contemplated by this Agreement. The Authority will provide only those services supported with funding from the Activity Participants, grant funding, 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 Participants and the Board of Directors, as more specifically provided under the terms of this Agreement.

5.2. 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 Participants; provided, the Board of Directors may only alter an Activity Agreement annual budget in a manner consistent with the Activity Participants' recommendation.

b. The Board of Directors shall have the right, upon recommendation of or in consultation with staff, and the approval of Activity Participants, to approve all amendments to this Activity Agreement, including any amendment terminating the Activity Agreement, and to approve an MOU with each entity seeking to become a Non-Member Participating Party.

c. The Board of Directors shall have the right, upon the recommendation of or in consultation with staff, and the approval of Activity Participants, in the form of formal Board action, to authorize execution of all agreements relating to the Project.

d. The Board of Directors shall have the right, upon the recommendation of or in consultation with staff, and the approval of Activity Participants, 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 by or against the Authority arising from this Activity Agreement; provided if that action is taken at the request of the Activity Participants then the costs for such action shall be borne by the Activity Participants.

e. The Board of Directors delegates to staff the power to conduct the activities described in this Activity Agreement pursuant to the terms of this Activity Agreement and MOUs, without the required approval of the Board. This delegation shall specifically include, but not be limited to, the power to enter into contracts within approved Activity Agreement budgets.

6. APPROVAL BY AN ACTIVITY PARTICIPANT OR ACTIVITY PARTICIPANTS

6.1. When the terms of this Activity Agreement or applicable law require the approval of an Activity Participant, 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 Participants.

a. For actions requiring the approval of only the particular Activity Participant, approval by such Activity Participant is required.

b. When approval by the Activity Participants is required for a particular action, unanimous approval of the Activity Participants will be required relative to the following actions within sixty (60) days. Failure to respond within sixty (60) days will be deemed approval.

1. Admitting a new Activity Participant(s);
2. Establishing or modifying the Participant Percentage applicable to the Activity Participants;
3. Execution of the Follow-On Agreements;
4. Amendment or termination of this Activity Agreement for any reason other than a complete assignment of interests to a new entity or entities; and
5. Removal of an Activity Participant pursuant to Section 14.7 (financial default) excluding the vote of the Activity Participant about which the determination is being made.

c. For an assignment of the Authority's interests and the Activity Participants' interests in both the Management and Cost Share Agreement and this Activity Agreement to a new entity or entities comprised of the Activity Participants, the approval by Activity Participants collectively holding at least 90% of the total Project Participation Percentage will constitute approval of the action. If such assignment is approved, this Activity Agreement will be automatically terminated upon assignment of the Authority's interests to the new entity or entities.

d. For all other actions that require approval of the Activity Participants, including approval of an annual budget, selection of the Water Coordinator and other consultants, the approval by Activity Participants collectively holding at least 85% of the total Project Participation Percentage will constitute approval of the action.

7. BUDGETARY RESPONSIBILITIES

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To the extent that the Authority prepares budgets for this Activity Agreement, the Authority shall coordinate with Activity Participants 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. The Authority staff will not present to the Board of Directors a budget for this Activity Agreement unless and until approved by the Activity Participants. Budgeted amounts for this Activity Agreement will be collected through the invoicing process described below, and, provided the Activity Participants approve, formal amendment of such budgets by the Board of Directors is not required for adjustments of expenditure for activities authorized by this Activity Agreement. It is understood that costs incurred by the Authority under the Management and Cost Share Agreement and Follow-On Agreements will be included in the budget for this Activity Agreement, and allocated to Activity Participants consistent with the Participation Percentages described in Section 10. Notwithstanding the foregoing, the failure of the Board of Directors to approve a budget shall not excuse payment of any Activity Participant to the Authority of amounts necessary for the Authority to pay debt service on Debt Obligations described in Section 7.3 and shall not affect the obligation of the Authority to apply such amounts to the payment of such debt obligations.

7.1. Invoicing.

a. The Authority shall invoice each of the Activity Participants for all 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 of each year. Payments are due thirty (30) days following the receipt of the Authority's invoice.

b. The Authority shall promptly invoice each of the Activity Participants for any additional expenses (e.g. under the Management and Cost Share Agreement), with payments due thirty (30) days following the receipt of the Authority's invoice.

7.2. Budget to Actual Adjustments. The Authority shall true up all amounts collected from the Activity Participants, grant funding, or other sources to actual expenditures annually following the end of each fiscal year. Any over-payments between budgeted and actual expenditures, taking into account any year-end carryover reserve (fund balance), shall be credited or refunded to each Activity Participant based upon its Participation Percentage. Each Activity

Participant shall be billed for any under-payment following the true-up, with payment due thirty (30) days after the invoice is received.

7.3. Funding of Any Future Debt Obligations.

a. To the extent the Authority incurs debt obligations to meet its financial obligations under the Management and Cost Share Agreement, the Activity Participants will pay to the Authority their respective shares of costs incurred by the Authority via (1) direct payment (cash) in accordance with any adopted repayment schedule, or (2) payment of debt service consistent with any adopted repayment schedule.

b. Alternatively, if the Activity Participants utilize a financing mechanism or entity other than that described in section 7.3.a above, such as through a financing joint powers authority, it is understood that the Activity Participants will work with the Authority on an arrangement to ensure that their allocated costs get paid in a timely manner to the United States.

8. ACCOUNTABILITY, REPORTS, AND AUDITS

8.1. 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 Participants at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

8.2. 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 Participant may request an independent audit of the Activity Agreement funds; such audit shall be conducted at the expense of the requesting Activity Participant.

9. ACTIVITY AGREEMENT EXPENSES AND ALLOCATION OF OPERATING COSTS

9.1. The Authority and the Activity Participants agree that all Activity Agreement Expenses incurred by the Authority under this Activity Agreement are the costs of the Activity Participants, and not of the Authority, and shall be paid by the Activity Participants. Activity Participants shall be primarily responsible for determining, among themselves, a fair and equitable

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apportionment of Activity Agreement Expenses at all stages of the Project and throughout the term of this Activity Agreement; provided however that any apportionment determined in connection with the incurrence of debt obligations may not be altered without the consent of each affected Activity Participant and the trustee with respect to such debt obligations.

9.2. The Activity Participants further agree that the Board of Directors is authorized to allocate a share of Authority Operating Costs, which includes a portion of costs addressed by the Administration Agreements, as part of the Activity Agreement Expenses to cover the cost to the Authority of administering this Activity Agreement.

10. PARTICIPATION PERCENTAGES

10.1. Participation Percentages. Each Activity Participant agrees to reimburse the Authority for that participant's share of the actual costs due by the Authority under the Management and Cost Share Agreement and Follow-On Agreements, plus that member's share of any Activity Agreement Expenses (e.g. project management costs, Authority staff time costs, etc.). In return, each Activity Participant receives benefits from the Management and Cost Share Agreement coordinated through the Authority, including a share of the storage benefits or storage rights, proportionate to that Activity Participant's share of costs. The Activity Participant's share of costs and benefits are based upon its Participation Percentage, which is documented in Exhibit "B" to this Activity Agreement.

10.2. Changing Participation Percentages. The Participation Percentages will be reviewed and may be revised in each of the following circumstances:

- a. Execution of the Management and Cost Share Agreement;
- b. Addition of Activity Participant(s); and
- c. Withdrawal or Removal of Activity Participant(s). Revision of the Participation Percentages related to the withdrawal or removal of one or more Activity Participants is addressed in Section 14 of this Activity Agreement.

In addition to the circumstances listed above, the Participation Percentages may be revised at other times if the Activity Participants unanimously agree to such revision.

10.3. Ongoing Documentation of Participation Percentages. The initial Participation Percentages of each Activity Participant shall be attached as Exhibit "B" to this Activity Agreement, effective upon the date approved by all Parties. Any further amendments to Exhibit

“B” may be made using the procedure included in this Section 10 without any further separate amendment of this Activity Agreement being required.

11. WATER COORDINATOR

11.1 The Water Coordinator shall be selected by the Activity Participants.

11.2 The Water Coordinator will manage and account for water in the Authority-Managed Share of the Expanded Reservoir consistent with the provisions outlined below and in the Management and Cost Share Agreement and Follow-On Agreements and any internal operating principles that may be adopted by the Activity Participants, which would be appended to this Activity Agreement as an exhibit.

11.3 Each Activity Participant shall provide direction to the Water Coordinator regarding the delivery of water to and from its respective share of storage in the Authority-Managed Share of the Expanded Reservoir. It is the role of the Water Coordinator to communicate with each Activity Participant and Reclamation regarding the movement of water into and out of each Activity Participant’s reserved share of space.

11.4 The Water Coordinator shall promptly communicate as necessary each Activity Participant’s conveyance or delivery requests with Reclamation and/or the California Department of Water Resources.

11.5 The Water Coordinator shall have no authority to direct water into or out of any individual Activity Participant’s share of storage absent the consent of that Participant.

11.6 When Reclamation directs surplus CVP water, or “Article 3(f) water,” into the Authority-Managed Share of the Expanded Reservoir, that Article 3(f) water will be allocated to each Activity Participant by the Water Coordinator in accordance with each Activity Agreement Member’s Participation Percentage. If the storage capacity of any Activity Agreement Member fills completely, any additional Article 3(f) water will be allocated among the remaining Activity Participants in proportion to the Participation Percentages of those Activity Agreement Members with remaining unfilled storage capacity.

12. SOURCE OF PAYMENTS

12.1 Each Activity Participant agrees that it will timely take actions necessary to provide sufficient money to meet its obligations hereunder. Each Activity Participant hereby confirms that the Authority and other Activity Participants are third party beneficiaries of such Activity

Participant's obligations under this Agreement and may take such actions in law or in equity as may be desirable to enforce payments hereunder.

12.2. The obligation of each Activity Participant to make payments under this Agreement is absolute, irrevocable, and unconditional irrespective of whether the Project is completed, operable, operated, or retired. Such payments are not subject to reduction, whether offset or otherwise, and are not conditioned upon performance by the Authority under this Agreement or any Activity Participant.

13. INDEMNIFICATION OF AUTHORITY MEMBERS WHO DO NOT PARTICIPATE IN THIS ACTIVITY AGREEMENT

The Activity Participants shall hold the Authority and each of its members who are not Activity Participants, free and harmless from and indemnify each of them against any and all costs, losses, damages, claims, and liabilities arising actions or inactions taken under this Activity Agreement or the MOUs. This indemnification obligation includes the obligation of the Activity Participants to defend the Authority, and all members of the Authority that are not participants in this Activity Agreement, at the sole expense of the Activity Participants, in any action or proceeding brought against the Authority or any of its members not participating in this Activity Agreement, to recover any such costs, losses, damages, claims, or liabilities arising from this Activity 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. Such costs may include, but are not limited to, attorneys' fees and costs incurred by the Authority to defend its provision of services under this Activity Agreement.

14. TERM

This Activity Agreement shall take effect following execution by all seven (7) of the Activity Agreement Members, unless one or more of the seven Activity Agreement Members have withdrawn, in which case this Activity Agreement shall take effect following execution of the remaining Activity Agreement Members. The Activity Agreement shall remain in full force and effect until it is rescinded or terminated by the Authority and the Activity Agreement Members, with approval by the Non-Member Participating Parties, if any, or pursuant to Section 6.1(c); provided however, that if debt obligations have been issued pursuant to Section 7.3.a, this Activity

Agreement shall not terminate until such debt obligations have been paid or deemed paid in accordance with their terms.

15. WITHDRAWAL

15.1 If Management and Cost Share Agreement is Not Executed. If the Authority does not execute, or withdraws from, the Management and Cost Share Agreement, and Reclamation returns to the Authority any money paid, the Authority shall use its best efforts to ensure that money is refunded proportionately to the Activity Participant that initially contributed it.

15.2 After Execution of Management and Cost Share Agreement But Prior to Issuance of Project Financing: After execution of the Management and Cost Share Agreement but prior to issuance of Project financing, an Activity Participant may withdraw from this Agreement by providing written notice to the Authority and all other Activity Participants. All Activity Participants shall have the opportunity to, if desired, assume a share of the withdrawing Activity Participant's interest in proportion to their existing Participation Percentage. If the remaining Activity Participants do not assume all of the withdrawing Participant's interest, then it shall be offered to Reclamation to allow it the opportunity to, if desired, assume some or all of the withdrawing Activity Participant's interest. The withdrawal shall be effective thirty (30) days after sending the written notice. A withdrawing Activity Participant shall be responsible for its share of the costs incurred through the effective date of its withdrawal and shall not be entitled to a return of any money paid pursuant to Section 10. The withdrawing Activity Participant shall have no obligation to pay any future share of the Authority's cost under the Management and Cost Share Agreement or any additional Activity Agreement Expenses.

15.3 Withdrawal After Issuance of Project Financing: After financing by the Activity Participants occurs, an Activity Participant may withdraw only if:

a. It provides written notice to the Authority and all other Activity Participants, and all Activity Participants are provided the opportunity to, if desired, assume a share of the withdrawing Activity Participant's interest in proportion to their existing Participation Percentage. If the remaining Activity Participants do not assume all of the withdrawing Participant's interest, then it shall be offered to Reclamation to allow it the opportunity to, if desired, assume some or all of the withdrawing Activity Participant's interest; and

b. 1. One or more of the other Activity Participants or Reclamation have agreed to assume all of the withdrawing Activity Participant's Project and finance obligations.

However, if the Activity Participant(s) assuming those obligations fail(s) to make any required debt service payments or capital costs, the withdrawing Activity Participant shall remain obligated for any such shortfall in payment for as long as the bonds remain outstanding or until construction of the Project has been completed. Notwithstanding any withdrawal permitted under this subdivision b., an Activity Participant or its successor shall remain obligated under this Agreement to make any payments with respect to any specific component of the Project to which that Activity Participant previously committed, either as self-funded or under any bonds; or

2. It is unanimously approved by all of the other (non-withdrawing) Activity Participants, who must find and determine in connection with such approval that there would be no adverse and material effect. For purposes of this Section 15.3, "adverse and material effect" means any effect that would result in a downgrade or suspension on the rating of the bonds or cause an expected shortfall in future project finance payments or cause delays or increased costs with respect to design and/or construction of the Project.

15.4. Rights Following Withdrawal: As of the withdrawal date, all rights of participation in this Activity Agreement shall cease for the withdrawing Activity Participant. However, if a withdrawn Activity Participant is obligated for any shortfall in payment pursuant to section 15, that withdrawn Activity Participant will be entitled to all corresponding rights of participation for the period of time during which it is responsible for such obligations.

15.5. Obligations Following Withdrawal: Withdrawal shall not excuse the withdrawing Activity Participant'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 Participants are subject and that arise from or are related to activities of the Activity Agreement conducted during the period when the withdrawing Activity Participant participated in this Activity Agreement. Furthermore, the indemnification obligations set forth in Section 13 of this Activity Agreement shall survive an Activity Participant's withdrawal from this Activity Agreement for activities under this Activity Agreement conducted during the period when the withdrawing Activity Participant participated in this Agreement.

15.6 Removal of Delinquent Activity Participant: When an Activity Participant fails or refuses to pay that Activity Participant's share of Activity Agreement Expenses for a period of time longer than three (3) months, after written notice from the Authority without entering into an agreement with the Authority to cure any financial default or to meet any other obligation required

for its active participation in the Activity Agreement, the remaining Activity Participants, voting as set forth in Section 6.1.b.6 above, will determine whether or not such Activity Participant shall be removed from the Activity Agreement and if so determined, shall request that the Board of Directors approve removal of that Activity Participant from the Activity Agreement.

a. Following removal of an Activity Participant, the remaining Activity Participants agree that each of them will be allocated a proportionate share of the removed Activity Participant's Activity Agreement Expenses and associated interests in the Project. Any Activity Participant may be relieved of its obligation to assume the additional proportionate share created by the removal of an Activity Participant if (1) the remaining Activity Participants agree to proportionately assume the removed Activity Participant's share of obligations and benefits, or (2) one or more Activity Participant(s) are willing to assume the additional proportionate share from another Activity Participant.

b. Such vote shall not preclude reinstatement of the removed agency by agreement of the Activity Participants and the Authority.

16. RIGHT TO PARTNER WITH NON-ACTIVITY PARTICIPANTS

16.1 Activity Participants shall have the right to partner with other Activity Participants or any non-Activity Participant party (person or entity) regarding the sale, transfer, assignment, or leasing of that Participant's share of capacity within the Authority-Managed Share of Expanded Reservoir as provided herein.

16.2 Lease of Storage Capacity: Each Activity Participant may negotiate in its discretion the commercial terms of a lease of its storage capacity interest ("Negotiated Terms") provided that:

a. The Negotiated Terms do not negatively impact other Activity Participants' rights to store or convey water in accordance with the Management and Cost Share Agreement and this Activity Agreement, or the rights of Activity Participants to store or convey water in accordance with their state or federal contracts (as applicable);

b. Such lease is consistent with the Reclamation's water rights, governmental approvals, and applicable law; and

c. No agreement for a lease of an Activity Participant's storage capacity shall be for a term of longer than fifteen (15) years, nor shall it provide for any renewal of a term in a manner that would result in a lease having an effective term in excess of fifteen (15) years; provided further that if an agreement for a lease of a Activity Participant's storage capacity is for First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement

a term of longer than fifteen (15) years, such agreement shall be subject to the same terms and conditions of this Section 16.3.d-e as are applicable to the sale, transfer, or assignment of storage capacity.

d. A lease of storage capacity shall not impact or limit the leasing Activity Participant's rights or obligations to the Authority under this Activity Agreement and each Participant shall remain fully responsible for all of its obligations to the Authority under this Agreement. Such lease does not require the non-Activity Participant to become a Non-Member Participating Party under this Activity Agreement.

16.3 Sale, Transfer, or Assignment of Storage Capacity: Each Activity Participant may negotiate in its discretion the commercial terms of a sale, transfer, or assignment of its storage capacity interest ("Negotiated Terms") provided that:

a. Such sale, transfer or assignment is consistent with the Reclamation's water rights, governmental approvals and applicable law;

b. No sale, transfer or assignment of a Participant's storage capacity can cause or be construed to cause a reduction in any Project Obligation bond credit rating or put the tax exempt borrowing status of the financing entity or entities in violation of the Internal Revenue Code of 1986, as amended, as reasonably determined by the Authority;

c. Prior to any proposed sale, transfer, or assignment of storage capacity, the Activity Participant must first provide written notice of such its intent to all other non-selling Activity Participants, including a term sheet with all material terms of any proposed sale, transfer or assignment (the "Offer Notice"). The Activity Participants shall have a right of match or first refusal with respect to the sale, transfer, or assignment of such storage capacity on the terms provided in the Offer Notice. If more than one Activity Participant desires to purchase the selling Participant's share on the terms offered, those interested purchasing Activity Participants shall each receive a pro rata share of the selling Participant's interest in proportion to their existing Participation Percentage. No Activity Participant may sell, transfer, or assign any portion of its storage capacity to anyone other than an Activity Participant without first providing all non-selling Activity Participants forty-five (45) days to agree to or match the material terms of the Offer Notice, including any subsequently proposed revised offer to sell, transfer or assign storage capacity to a Non-Participant;

d. The proposed sale, transfer or assignment of storage capacity to a non-Participant must be approved by Activity Participants and the Authority, such approval not to be unreasonably withheld or delayed by Activity Participants or the Authority;

e. A sale, transfer or assignment of storage capacity shall not impact or limit the selling Activity Participant's rights, duties, or obligations to the Authority under this Activity Agreement unless and until the Authority agrees to release all future obligations of the selling Activity Participant, which shall be documented in writing.

17. ASSIGNMENT OF AUTHORITY'S INTERESTS

The Authority agrees to, upon the approval of Activity Participants, pledge and assign any and all of its rights, interests, duties, or obligations in the Management and Cost Share Agreement and Activity Agreement to a new entity or entities comprised of the Activity Participants. It is intended that the governance of any such new entity or entities would retain the essential voting structure among Activity Participants as set forth in this Activity Agreement.

18. ADMISSION OF NEW MEMBERS

18.1. Authority Members. Admission of new Activity Agreement Members after the Effective Date of this First Amendment shall require amendment of the Activity Agreement and approval by the Board of Directors and the Activity Agreement Members. Such approval of new Members will include terms, if necessary, to ensure the Activity Participants do not bear undue financial obligations, e.g., payment of a proportionate share of the costs previously paid and opportunity costs by Activity Participants under the Activity Agreement.

18.2. Non-Authority Members. A local agency, city, county, or mutual water company that is not a member of the Authority may become a Non-Member Participating Party (and Activity Participant) at any time following the Effective Date, if the existing Activity Agreement Members unanimously approve the admission of the Non-Member Participating Party. Such admission will occur through execution of a MOU and action by the Board of Directors. Such MOU, as appropriate, will include terms, if necessary, to ensure that existing Activity Participants do not bear undue financial obligations, e.g., payment of an equal share of the costs previously paid and opportunity costs by Activity Participants under this Activity Agreement.

18.3. Documentation. The admission of any Activity Participant pursuant to this section shall be documented by that new Activity Agreement Member signing the Activity Agreement or

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that new Non-Member Participating Party entering into a MOU with the Authority, subject to the Activity Agreement. Upon admission of a new Activity Participant, the parties shall agree to the participation percentage of such new Activity Participant, to be documented in an updated Exhibit "B" to this Activity Agreement.

19. MISCELLANEOUS

19.1. California Environmental Quality Act. The physical, operational, and financial details of the Reservoir Expansion Project were analyzed by the Authority as lead agency pursuant to CEQA in the Final EIR/SEIS. The Authority and/or Activity Participants and other public agencies may be responsible agencies under CEQA for actions related to the Reservoir Expansion Project; however, the actions contemplated by this Activity Agreement have no potential for physical effects on the environment. Each potential improvement, project, and/or activity subject to this Activity Agreement or other related agreements, have 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 Participants, or any other public agency, as applicable, in connection with consideration of agreements relating to the Reservoir Expansion Project, including without limitation, all required environmental review, all required public notice and proceedings, consideration of comments received, and the Authority's and/or Activity Participants' or other public agencies' evaluation of mitigation measures and alternatives including the "no project" alternative.

19.2. Amendments. Subject to the terms of any debt obligations for the Project, this Agreement may be amended in writing by the Authority and the Activity Agreement Members, with required approval from the Non-Member Participating Parties, if any.

19.3. Assignment; Binding on Successors. Except as provided in this Activity Agreement, the rights and duties of Activity Participants may not be assigned without the written consent or approval of all Activity Participants. Any attempt by Activity Participants to assign or delegate such rights or duties in contravention of this Activity Agreement shall be null and void. Any approved assignment 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 Participants. The Activity Participants acknowledge that the Authority may assign all or First Amended and Restated B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement

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a portion of its rights and obligations under this Activity Agreement to a financing entity, as described in Section 7.3(b).

19.4. Existing Contracts. Nothing in this Activity Agreement, in any way, alters, changes, or amends existing water service/repayment contracts with the United States, or supersedes, negates, or changes or is intended to change any past course of dealings, past practices, or precedent.

19.5. 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.

19.6. Choice of Law. This Activity Agreement shall be governed by the laws of the State of California.

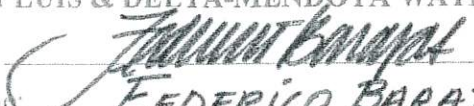
19.7. Severability. If one or more clauses, sentences, paragraphs or provisions of this Activity Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Activity Agreement Members and the Authority that the remainder of the Activity Agreement shall not be affected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

19.8. 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.

19.9. Reasonable Cooperation. Activity Participants 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: FEDERICO BARAJAS
Title: EXECUTIVE DIRECTOR
Date: 1/10/2025

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ACTIVITY AGREEMENT MEMBERS

Agency Name: _____

Agency Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agency Name: _____

Agency Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agency Name: _____

Agency Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Agency Name: _____

Agency Name: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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EXHIBIT A

B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT ACTIVITY
AGREEMENT MEMBERS AND NON-MEMBER PARTICIPATING PARTIES

Agency Name	Participation Status (AA Member or Non-Member Participating Party)
Byron Bethany Irrigation District	AA Member
City of Tracy	AA Member
Del Puerto Water District	AA Member
San Benito County Water District	AA Member
San Luis Water District	AA Member
Valley Water	AA Member
Westlands Water District	AA Member

EXHIBIT B
ALLOCATION OF EXPENSES AMONG ACTIVITY PARTICIPANTS

Activity Participants	Allocation (%)	Share of Investor Capacity (assuming 70% share of 130,000 af)
Byron Bethany Irrigation District	1.11%	1,007 AF
City of Tracy	5.53%	5,033 AF
Del Puerto Water District	4.04%	3,674 AF
San Benito County Water District	5.53%	5,033 AF
San Luis Water District	4.97%	4,527 AF
Valley Water	66.37%	60,398 AF
Westlands Water District	12.45%	11,328 AF
	100%	91,000 AF

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

**AGREEMENT BETWEEN
THE UNITED STATES AND
THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
FOR THE MANAGEMENT OF THE EXPANDED SAN LUIS RESERVOIR
AND COST SHARE OF CHARGES
ASSOCIATED WITH RAISING OF THE B.F. SISK DAM
AND INCREASED STORAGE CAPACITY
OF THE FEDERALLY ADMINISTERED SAN LUIS RESERVOIR**

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- Exhibit C: Coordination Agreement
- Exhibit D: OM&R Agreement
- Exhibit E: Final Storage Benefits
- Exhibit F: B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement

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

**AGREEMENT BETWEEN
THE UNITED STATES AND
THE SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
FOR THE MANAGEMENT OF THE EXPANDED SAN LUIS RESERVOIR
AND COST SHARE OF CHARGES
ASSOCIATED WITH RAISING OF THE B.F. SISK DAM
AND INCREASED STORAGE CAPACITY
OF THE FEDERALLY ADMINISTERED SAN LUIS RESERVOIR**

1 THIS AGREEMENT (SLRE Management and Cost Share Agreement), made this _____
2 day of _____, 20____, pursuant to the Reclamation Act of 1902, as
3 amended (32 Stat. 388; 43 U.S.C. Part 391); including the Act of February 21, 1911 (36 Stat.
4 925); the Reclamation Project Act of 1939, as amended (53 Stat. 1187; 43 U.S.C. Part 485); the
5 San Luis Act of 1960, as amended (Public Law 86-488, 74 Stat. 156); the Reclamation Safety of
6 Dams Act of 1978 (Public Law 95-578, 92 Stat. 2471); the Reclamation Reform Act of 1982, as
7 amended (Public Law 97-293, 96 Stat. 1261); and Section 305 of the Reclamation States
8 Emergency Drought Relief Act of 1991, enacted March 5, 1992 (106 Stat. 59); the Central
9 Valley Project Improvement Act of 1992, as amended (Public Law 102-575, 106 Stat. 4706); and
10 the Water Infrastructure Improvements for the Nation Act of 2016 (Public Law 114-322, 130
11 Stat. 1865); made between the UNITED STATES BUREAU OF RECLAMATION, hereinafter

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12 the United States or Reclamation, and represented by the officer executing this Agreement,
13 hereinafter referred to as the Contracting Officer, and the SAN LUIS & DELTA-MENDOTA
14 WATER AUTHORITY, hereinafter referred to as the Authority, individually referred to as
15 “Party” and collectively referred to as “Parties”.

16 **EXPLANATORY RECITALS**

17 [1st] WHEREAS, the United States has constructed and is operating the Central Valley
18 Project for diversion, storage, carriage, and distribution of waters of the Sacramento River, the
19 American River, the Trinity River, and the San Joaquin River and their tributaries for irrigation
20 and other beneficial uses to serve Central Valley Project purposes; and

21 [2nd] WHEREAS, the United States holds title, and plans to continue to hold title to the
22 B.F. Sisk Dam and San Luis Reservoir and authorized features of the San Luis Unit as provided
23 for in the San Luis Act of 1960; and

24 [3rd] WHEREAS, the San Luis Act of 1960 (Public Law 86-488, 74 Stat. 156)
25 authorized the Secretary of the Interior to construct, operate, and maintain an afterbay, forebay,
26 conveyance facilities, and dam and Reservoir for the joint use by the State of California and the
27 United States, and as provided in Section 2 of the Act, the Secretary was authorized to enter into
28 an agreement with the State of California to provide for the coordinated operation of the San
29 Luis Unit which resulted in a 1961 Joint Coordination Agreement and subsequent amendatory
30 and supplemental agreements of 1972 and 1997; and

31 [4th] WHEREAS, the United States was authorized to construct the San Luis Unit of
32 the CVP, a joint use project, shared with the State of California and administered through the
33 Department of Water Resources, hereinafter referred to as “DWR,” the operations of which are
34 coordinated between Reclamation and DWR consistent with the 1961 Agreement and all
35 supplements and amendments; and

36 [5th] WHEREAS, consistent with the San Luis Act of 1960, Reclamation and DWR
37 share responsibility for the costs of operation, maintenance, and replacement of B.F. Sisk Dam
38 and San Luis Reservoir, consistent with the 1961 Agreement Between the United States of
39 America and The Department of Water Resources of the State of California for the Operation of
40 the San Luis Unit and all supplements and amendments, Contract No. 14-06-200-9755 (1961
41 Agreement); and

42 [6th] WHEREAS, Reclamation and DWR share responsibility for coordinating
43 operations of the CVP and the State Water Project, hereinafter referred to as "SWP," and for
44 meeting Sacramento-San Joaquin Delta water quality objectives and other operational
45 requirements pursuant to the 1986 Coordinated Operations Agreement between Reclamation and
46 DWR, as amended; and

47 [7th] WHEREAS, Reclamation, in coordination with DWR, initiated extraordinary
48 maintenance work for the B.F. Sisk Safety of Dams Modification Project to improve the safety
49 of the continued operation and maintenance of the aforementioned dam; and

50 [8th] WHEREAS, in accordance with the Reclamation Safety of Dams Act of 1978, as
51 amended (Public Law 95-578, 92 Stat. 2471, 43 U.S.C. § 509 b), to develop additional project
52 benefits, through the B.F. Sisk Dam Safety of Dams Modification Report, in December 2020, the
53 Expansion Project was determined to be feasible; and

54 [9th] WHEREAS, consistent with Reclamation's Directives and Standards, *Water and*
55 *Related Resources Feasibility Studies* (CMP 09-02), and *Developing Additional Project Benefits*
56 *in Conjunction with a Safety of Dams Modification Project* (FAC 06-05), Reclamation is
57 authorized to assess the feasibility of increasing San Luis Reservoir storage capacity in

58 conjunction with the Safety of Dams modifications to determine if there are additional project
59 benefits which are in the best interest of the United States; and

60 [10th] WHEREAS, following the finding of feasibility, in accordance with §4007 of the
61 Water Infrastructure and Improvements for the Nation Act, hereinafter referred to as “WIIN Act”
62 (Public Law 114-322), on October 20, 2023, Congress authorized construction and associated
63 funding for the B.F. Sisk Dam Raise and Reservoir Expansion Project; and

64 [11th] WHEREAS, in accordance with §4007(e) of the WIIN Act, which provides
65 “*[s]ubject to compliance with State water rights laws, the right to use capacity of a federally*
66 *owned storage project... shall be allocated in such a manner as may be mutually agreed to by*
67 *the Secretary of the Interior and each party to the agreement,*” the Parties agree that this
68 Agreement, as may be amended, provides for the mutually agreeable use of the Expanded
69 Reservoir to the extent consistent with Federal law; and

70 [12th] WHEREAS, notwithstanding any potential disagreements among the Parties
71 regarding background law, this Agreement governs the cost share and management of storage as
72 provided herein; and

73 [13th] WHEREAS, the Authority certified, and Reclamation signed, a Record of
74 Decision on October 20, 2023, for the Environmental Impact Statement/Report entitled B.F. Sisk
75 Dam Raise and Reservoir Expansion Project, selecting the Dam Raise Alternative; and

76 [14th] WHEREAS, consistent with WIIN Act §4007(b)(2), Reclamation and the
77 Authority agree to enter into this Agreement for up to 50% Federal share of the costs of the
78 Expansion Project including, but not limited to, planning, design, and construction, and as further
79 defined in this Agreement; and

80 [15th] WHEREAS, consistent with WIIN Act §4007(e), Reclamation, representing the
81 United States, and the Authority, through the B.F. Sisk Dam Raise and Reservoir Expansion
82 Project Activity Agreement, as may be amended or supplemented, attached as Exhibit F,
83 representing Participating Agencies who will collectively share in the costs and benefits of the
84 Expansion Project, desire to use the Expansion Project in such a manner as may be mutually
85 agreeable to the Parties hereto; and

86 [16th] WHEREAS, other agreements and/or contracts necessary for commencing design,
87 construction, and/or operation of the Expanded Reservoir may be necessary and may be
88 incorporated into this Agreement, and which may include, but are not limited to, a Contributed
89 Funds Agreement providing for the contribution of funds from Federal cost share partners (WIIN
90 Act §4007(b)(3)(B) and §4011(e)(2)); an OM&R Agreement; a Repayment Contract providing
91 for repayment of reimbursable obligations (WIIN Act §4007(b)(3)(C) and §4011(e)(2)), as
92 appropriate; a Spend Plan; and a Coordination Agreement, any of which may require further
93 delegation of authority from the Commissioner of Reclamation to negotiate and make a part of
94 this Agreement.

95 NOW, THEREFORE, the Parties desire to manage the additional capacity associated
96 with the expansion of San Luis Reservoir and share in the costs pertaining to the Expanded
97 Reservoir consistent with, and in consideration of, the mutual and dependent covenants herein,
98 the Parties hereto agree as follows:

99 **DEFINITIONS**

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

102 (a) “Acquired Water” shall mean (1) any water acquired from CVP water
103 service/repayment contractors, CVP Settlement Contractors, San Joaquin River Exchange
104 Contractors, any other CVP contractor, or from Reclamation, in addition to any transfer or
105 exchange that requires an in lieu operational exchange by Reclamation, subject to Contracting
106 Officer acknowledgement or approval consistent with transfer policies and guidelines and any
107 required environmental review, and (2) any Non-CVP Water.

108 (b) “Authority-Managed Share of Expanded Reservoir” shall mean the storage
109 volume of the Expanded Reservoir commensurate with the non-Federal level of investment in
110 the Expansion Project.

111 (c) “Calendar Year” shall mean the period January 1 through December 31,
112 both dates inclusive.

113 (d) “Central Valley Project” or “CVP” shall mean the Central Valley Project
114 owned by the United States and managed by the Department of the Interior, Bureau of
115 Reclamation

116 (e) “Central Valley Project Municipal and Industrial Water Shortage Policy
117 Guidelines and Procedures” or “M&I Water Shortage Policy” shall mean the policy intended to
118 provide clear and objective guidelines on the water supplies available from the CVP during a
119 Condition of Shortage, as that term is defined in the relevant CVP water service/repayment
120 contracts.

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

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123 (g) "Contributed Funds Agreement" shall mean the agreement by which the
124 Authority contributes to the cost of the Expansion Project, entered into pursuant to the Sundry
125 Civil Appropriations Act of March 4, 1921 (Pub. L. 66-389; 41 Stat. 1404; 43 U.S.C. 395); and
126 attached as Exhibit A.

127 (h) "Coordination Agreement" shall mean the agreement provided for in
128 subarticle 4(i) of this Agreement; and attached as Exhibit C.

129 (i) "CVP Water" shall mean any water, excepting Acquired Water defined in
130 Article 1(a), that is developed, diverted, stored, or delivered by the Secretary in accordance with
131 the statutes authorizing the CVP and in accordance with the terms and conditions of water rights
132 acquired pursuant to California law.

133 (j) "Expanded Reservoir" shall mean the combined volume of storage in the
134 Federal Share and the Authority-Managed Share of the expanded San Luis Reservoir resulting
135 from the Expansion Project.

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

140 (l) "Federal Share of Expanded Reservoir" shall mean the storage volume of
141 the Expanded Reservoir commensurate with the Federal level of investment in the Expansion
142 Project.

143 (m) "Federal Share of Historic Reservoir" shall mean the storage volume of
144 966 TAF in the Historic Reservoir.

145 (n) "Historic Reservoir" shall mean the total storage volume of 2.028 Million
146 Acre-Feet (MAF) in San Luis Reservoir.

147 (o) "Non-CVP Water" shall mean any water acquired that has not been
148 appropriated or acquired by the United States and as further described herein.

149 (p) "Operation, Maintenance and Replacement Agreement" or "OM&R
150 Agreement" shall mean the agreement between the United States and the Authority providing for
151 the operation, maintenance, and replacement of the Expansion Project; and attached as Exhibit
152 D.

153 (q) "Participating Agency(ies)" shall mean those entity(ies) and/or
154 organization(s) that are represented by the Authority pursuant to the B.F. Sisk Dam Raise and
155 Reservoir Expansion Project Activity Agreement and all supplements and amendments.

156 (r) "San Luis Reservoir" shall mean the Historic Reservoir and the Expanded
157 Reservoir.

158 (s) "San Luis Rescheduling Guidelines" shall mean the Rescheduling
159 Guidelines for the Federal Share of Storage in San Luis Reservoir, Central Valley Project,
160 California, dated January 31, 2022, as may be amended or superseded, which apply only to the
161 Historic Reservoir.

162 (t) "Spend Plan" shall mean the plan provided for in subarticle 3(e) of this
163 Agreement; and attached as Exhibit B.

164 (u) "Substantial Completion" shall have the same meaning as defined in
165 *Completion of a Construction Activity: Transferring Reclamation Capital Assets Under*

166 *Construction (AUC) to Operation and Maintenance (O&M) Status (FAC 01-05), as amended or*
167 *supplemented.*

168 (v) "Water Coordinator" shall mean the individual provided for in subarticle
169 4(i)(4) of this Agreement.

170 (w) "Year" shall mean the period from and including March 1 of each Calendar
171 Year through the last day of February of the following Calendar Year.

172 **TERM OF AGREEMENT**

173 2. (a) This Agreement is effective on the date hereinabove written and will
174 remain in full force until terminated, unless the condition in subarticle 2(e) is not met.

175 (b) If the Contracting Officer determines that the Authority is in material
176 breach of the Agreement, the Contracting Officer shall first notify the Authority in writing of the
177 specific purported deficiencies of the Authority in carrying out the terms and conditions of this
178 Agreement. It is the intent of the Parties that disputes be resolved pursuant to this subarticle 2(b)
179 as expeditiously as is reasonably possible without the necessity of other relief at law or in equity.
180 If after the designated representative of the Authority has met with the Contracting Officer or
181 their designated representative and attempted in good faith and with the use of best efforts to
182 resolve any dispute arising from the purported deficiency an agreement is not reached, the
183 Contracting Officer may issue a written notice of proposed termination which shall include the
184 specific deficiencies of the Authority's performance under this Agreement. The Authority shall
185 have at least one hundred and twenty (120) days from receipt of the notice of proposed
186 termination to submit a plan that demonstrates a reasonable timeframe to correct all deficiencies
187 referred to in said notice. Upon the Contracting Officer's approval of the plan to correct all

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188 deficiencies, the Parties will in good faith coordinate on implementation of the plan to correct all
189 deficiencies, including potential updates to the timeframe in the plan to correct all deficiencies.
190 Any termination pursuant to this Article shall be subject to the rights and obligations of the
191 Parties as more specifically set forth in this Agreement. Failure to remedy these deficiencies
192 shall result in termination of this Agreement, noticed in writing, consistent with the provisions
193 herein.

194 (1) Remedies Upon Termination Prior to a Determination of
195 Substantial Completion of Construction of the Expansion Project.

196 (i) The Authority may terminate this Agreement by sending
197 notice of termination to Reclamation, prior to Reclamation's issuance of solicitation of the
198 Expansion Project construction contract.

199 (ii) Reclamation may terminate this Agreement if the Authority
200 is in material breach of the Agreement and the Authority does not remedy the breach consistent
201 with the procedures described in subarticle 2(b) above.

202 (iii) If termination occurs pursuant to subarticles 2(b)(1)(i) or
203 2(b)(1)(ii) above, the Parties will meet and confer to review the appropriate recognition of the
204 Parties' contributed funds, as documented in applicable exhibits to this Agreement, including any
205 outstanding financial obligations.

206 (2) Remedies Upon Termination Following a Determination of
207 Substantial Completion of Construction of the Expansion Project.

208 (i) Mutual Agreement. The Parties may mutually agree to
209 terminate this Agreement; in such event, any recognition or reimbursement of the Parties'
210 contributed funds will be in an amount mutually agreeable to the Parties.

211 (ii) Reclamation may terminate this Agreement if the Authority
212 is in material breach of this Agreement and the Authority does not remedy the breach consistent
213 with the procedures described in subarticle 2(b) above. Notwithstanding the foregoing, if
214 termination occurs, Reclamation will, in a timely manner, seek to reimburse the Authority's
215 contributed funds, as documented in applicable exhibits to this Agreement, including any
216 remaining financial obligations, in varied amounts based on the number of years following the
217 determination of Substantial Completion of construction of the Expansion Project. Under WIIN
218 Act §4007(b)(2), Reclamation may fund up to 50% of the Expansion Project costs so long as the
219 benefits from the Expansion Project are commensurate with the Federal investment. Reclamation
220 therefore commits to working with the Authority to seek additional authorization and
221 appropriations to compensate the Authority for its contributed funds in the following amounts:

- 222 (a) 0 – 25 years: 100%
- 223 (b) 26 – 35 years: 50%
- 224 (c) 36 – 50 years: 25%
- 225 (d) After 51 years: 0%

226 (iii) If this Agreement is terminated pursuant to subarticles
227 2(b)(2)(i)-(ii) above, Reclamation will, consistent with applicable law, negotiate interim
228 agreement(s) with the Authority or other party(ies), including but not limited to members
229 represented by the Authority, under mutually agreeable terms and conditions to manage the
230 Authority-Managed Share of Expanded Reservoir based on provisions of this Agreement until

231 the agreed-upon compensation in subarticle 2(b)(2)(ii) is provided or a new agreement for the
232 management of the expanded San Luis Reservoir and cost share of charges associated with the
233 raising of the B.F. Sisk Dam and increased storage capacity of the federally administered San
234 Luis Reservoir is executed.

235 (3) Repayment. Pursuant to Reclamation law, Reclamation intends to
236 recover any costs it incurs resulting from the termination of this Agreement.

237 (c) As an alternative to termination of this Agreement, Reclamation and a
238 successor-in-interest to the Authority, including but not limited to Participating Agencies, may
239 mutually agree to negotiate a new agreement for the management of the expanded San Luis
240 Reservoir and cost share of charges associated with the raising of the B.F. Sisk Dam and
241 increased storage capacity of the federally administered San Luis Reservoir. The Parties intend
242 that such new agreement(s) would recognize the final storage benefits documented in exhibits to
243 this Agreement.

244 (d) The United States and the Authority jointly shall review this Agreement,
245 which review shall be performed at least every five (5) years. A more frequent review will occur
246 if determined to be appropriate by the Contracting Officer or if requested by the Authority. The
247 review shall compare the relative success which each Party has had in meeting its objectives,
248 including, but not limited to, the Contributed Funds Agreement, an OM&R Agreement, a Spend
249 Plan, and a Coordination Agreement, which agreements will be exhibits to this Agreement.
250 Exhibits A through D to this Agreement, will be mutually agreed to and signed by the Parties and
251 will be incorporated into this Agreement. In addition to Exhibits E and F to this agreement are
252 hereby incorporated into this Agreement.

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253 (e) As a condition of this agreement, by no later than October 1, 2025, the
254 Parties must execute a Spend Plan and Contributed Funds Agreement and the Authority must
255 deposit all funds identified as necessary and due by that date in the Spend Plan. If there is a
256 failure to meet this condition, then this Agreement expires without further action from either
257 Party. This timeframe for depositing funds may be extended, through the Spend Plan, at the
258 discretion of the Contracting Officer. Exhibits to this Agreement may require modification which
259 may be accomplished without amendment to this Agreement.

260 (f) This Agreement may be modified, amended, or terminated upon mutual
261 agreement of the Parties in writing. All duties and obligations of the Parties under this
262 Agreement will cease upon termination except as to any provisions that expressly survive the
263 termination of the Agreement.

264 (g) Use of the meet and confer or dispute resolution process described in
265 Article 7 is not a precondition to initiating termination under Article 2(b) of this Agreement.

266 **COST SHARE**

267 3. As provided for in WIIN Act §4007(b)(2), Reclamation may fund up to 50% of
268 the Expansion Project costs so long as the benefits from the Expansion Project are commensurate
269 with the Federal investment.

270 (a) Reclamation has the authority to share up to 50% of the costs of the
271 Expansion Project; however, Reclamation and the Authority have agreed to an initial 70%
272 Authority-Managed Share of Expanded Reservoir and a 30% Federal Share of Expanded
273 Reservoir.

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274 (1) Upon the determination of Substantial Completion of construction
275 of the Expansion Project, Reclamation and the Authority will meet and confer within a
276 reasonable time frame to complete a final accounting of the Expansion Project benefits to
277 determine and mutually agree upon final storage benefits of the Expansion Project and the
278 allocation to Reclamation and the Authority. The final storage benefits attributable to the Parties
279 will be documented in Exhibit E to this Agreement.

280 (b) Eligible Expansion Project costs are as follows and will be shared in
281 accordance with subarticle 3(a)(1) of this Agreement:

282 (1) The Parties have reviewed the Expansion Project costs incurred by
283 the Authority and Reclamation prior to the effective date of this Agreement. The Parties
284 acknowledge and agree that the Authority and Reclamation have incurred costs which, if
285 allowable, will be credited to each Party's cost share obligation under applicable exhibits to this
286 Agreement.

287 (2) Planning Costs: In an effort to reach a finding that the Expansion
288 Project is feasible, certain planning level investigations were necessary and may continue to be
289 necessary prior to commencement of construction. Such planning investigations will be
290 consistent with Reclamation's Directives and Standards, *Water and Related Resources*
291 *Feasibility Studies* (CMP 09-02).

292 (3) Environmental Mitigation and Compliance Costs: Either Party may
293 fund environmental mitigation and compliance activities associated with this Agreement. These
294 activities may include, but are not limited to, contracts for technical assistance in environmental
295 mitigation, funding of environmental mitigation commitments, and any actions to ensure

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296 consistency with the California Environmental Quality Act (CEQA) or Federal National
297 Environmental Policy Act (NEPA) laws and regulations.

298 (4) Cultural Resource Management Costs: Either Party may fund
299 cultural studies, investigations, and mitigation needs consistent with this Agreement.

300 Reclamation will be responsible for all necessary consultations with state offices, Indian tribes,
301 and interested parties pursuant to Section 106 of the National Historic Preservation Act of 1966,
302 as amended. Reclamation will be responsible for compliance and coordination with the Native
303 American Graves Protection and Repatriation Act of 1990.

304 (5) Permitting Costs: Additional permitting actions prior to
305 construction of the Expansion Project and prior to declaring the Expansion Project Substantially
306 Complete may be required. The Parties will jointly determine, as appropriate, the appropriate
307 Party to obtain any necessary permit(s) and the appropriate cost share for the permitting actions.

308 (6) Administrative Costs: Reclamation will reserve sufficient funding
309 from Federal appropriations to cover its administrative and management costs associated with
310 the Expansion Project. This amount will be considered part of the overall Federal contribution.
311 Reclamation will provide an estimate of the administrative costs for the Expansion Project which
312 will be reviewed with the Authority. The Authority will reserve sufficient funding to pay for its
313 administrative costs for the non-Federal share of the Expansion Project. These costs will be
314 considered contributions to the non-Federal share of the Expansion Project and reported pursuant
315 to subarticle 3(f) of this Agreement. Administrative costs include, unless otherwise defined by
316 contracts: project management, construction management, accounting and administrative
317 management, legal support and review, travel, general meetings related to the Expansion Project,
318 contract/agreement technical meetings and negotiations, and other supportive services and

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319 activities necessary for the construction and operation of the Expansion Project prior to the
320 determination of Substantial Completion.

321 (7) Design Costs: Either Party may pay for part or all of various design
322 costs for the Expansion Project. Reclamation will be responsible for design of the embankment
323 of the San Luis Reservoir, but the Authority may contribute funds that will count towards the
324 cost share. There may be the need for modifications during construction that may require further
325 design work. These costs will be shared in accordance with subarticle 3(a)(1) of this Agreement.

326 (8) Construction Costs: Reclamation will serve as the procurement
327 agency for, and will manage, the primary construction contract with respect to the embankment
328 raise. All costs for this contract will be funded directly by Reclamation or with funds
329 contributed to Reclamation by the Authority.

330 (9) Other Design and Construction Costs: Either Party may pay for
331 part, or all of the remaining non-embankment design and construction costs of associated
332 facilities affected or involved with the Expansion Project including, but not limited to, recreation
333 facilities, power improvements to existing facilities, improvements to pumps, transportation, and
334 other various components of the Expansion Project.

335 (c) Reclamation and the Authority have proposed using their collective funds
336 to fund parts of the Expansion Project. A Contributed Funds Agreement may be necessary to
337 help facilitate the transfer of funds to Reclamation from the Authority. Such an agreement, if
338 needed, will be an exhibit to this Agreement. Any funds contributed to Reclamation for the
339 Expansion Project will be considered part of the cost of this Expansion Project and shared in
340 accordance with subarticle 3(a)(1) of this Agreement.

341 (d) There may be times when Reclamation provides funds to the Authority.
342 These funds will be provided through a financial assistance agreement. Any funds provided to
343 the Authority for the Expansion Project will be considered part of the cost of this Expansion
344 Project and shared in accordance with subarticle 3(a)(1) of this Agreement.

345 (e) Reclamation and the Authority will develop and execute a Spend Plan
346 containing mutually agreeable terms for the Authority to commit funding required under
347 §4007(b)(3)(B) and §4011(e)(2) of the WIIN Act and to track costs and account for funds
348 expended. The Spend Plan will be an exhibit to this Agreement.

349 (f) Prior to Substantial Completion, Reclamation and the Authority will
350 establish, at a minimum, quarterly check-ins to monitor actual expenditures related to the
351 Expansion Project relative to the Parties' respective funding shares, and to discuss other items,
352 including but not limited to, funding and any additional financial agreements. If there is a
353 deficiency in expenditures under the Spend Plan, the Parties will meet and confer to agree upon a
354 schedule to remedy the deficiency. If the Authority fails to resolve a deficiency within the
355 agreed-upon schedule, then Reclamation may seek an alternative cost share partner or pursue
356 other remedies prescribed in this Agreement.

357 (g) The duties and obligations of the Parties under subarticles 3(a)(1), 3(b)(1),
358 and 3(d) of this Agreement, would expressly survive termination of this Agreement.

359 **MANAGEMENT OF EXPANDED RESERVOIR**

360 4. Responsibility for the costs of operation, maintenance, and replacement of B.F.
361 Sisk Dam and San Luis Reservoir will continue to be governed by agreements between the
362 United States and the State of California; the Authority shall neither execute nor be a Party to

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363 any agreement with the State of California for the operation and maintenance of the B.F. Sisk
364 Dam and the Historic Reservoir or the Expanded Reservoir.

365 (a) The Parties will draft and finalize an OM&R Agreement for the Expansion
366 Project prior to the first entry of any water subject to this Agreement into any CVP facilities. All
367 future OM&R costs associated with the Expansion Project will be commensurate to each Party's
368 final investment, unless otherwise agreed to in writing by the Parties pursuant to this Agreement.

369 (b) Nothing in this Agreement shall imply or convey any rights or process to
370 the Authority or their assignees for rights or privileges to water or operations in the Federal
371 Share of Expanded Reservoir or the Historic Reservoir and the Authority agrees that it shall not
372 seek these rights outside of this Agreement.

373 (c) The Parties agree that Reclamation and DWR retain the sole discretion
374 over the operations of the Historic Reservoir. Operations of the Expanded Reservoir will be
375 consistent with existing laws, agreements, and obligations and pursuant to the terms of this
376 Agreement and in consultation with the Authority through the Water Coordinator.

377 (d) Federal Share of Expanded Reservoir: The management of any water in
378 the Federal Share of Expanded Reservoir is at the sole discretion of Reclamation and will be
379 managed in such a way to be consistent with State and Federal law and existing and future
380 agreements, guidelines, and programs for Federal benefits.

381 (e) Authority-Managed Share of Expanded Reservoir: The Water Coordinator
382 will manage and account for any water in the Authority-Managed Share of Expanded Reservoir
383 consistent with the provisions below. All water stored in the Authority-Managed Share of

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384 Expanded Reservoir will be for the exclusive benefit of the Authority pursuant to this
385 Agreement.

386 (1) The Parties agree that the Participating Agencies, through the
387 Authority, possess the ability to partner with non-Participating Agency parties regarding the use,
388 marketing, and/or lease of capacity within the Authority-Managed Share of Expanded Reservoir
389 and/or the storage of water in the Authority-Managed Share of Expanded Reservoir. The
390 Authority shall indemnify the United States and its officers, employees, and agents for all
391 damages resulting from suits, actions, or claims of any nature from these third-party agreements.

392 (2) The Authority agrees to use the Authority-Managed Share of
393 Expanded Reservoir to store Acquired Water and/or CVP Water consistent with the terms of this
394 Agreement. If a Participating Agency has any water type available to store in the Authority-
395 Managed Share of Expanded Reservoir at the same time that Reclamation has CVP Water
396 available to it to fill the Expanded Reservoir, and conveyance capacity is deemed available, the
397 Participating Agency, through the Authority, may determine which water type will be (or is)
398 stored on its behalf in the Authority-Managed Share of Expanded Reservoir. Water stored in the
399 Authority-Managed Share of Expanded Reservoir will not be subject to the San Luis
400 Rescheduling Guidelines and will not be displaced, or “spill,” upon the filling of the Federal
401 Share of Historic Reservoir.

402 (3) Acquired Water

403 (i) With the exception of Non-CVP Water that may already
404 exist in the Historic Reservoir and/or SWP water conveyed through the SWP or under agreement
405 with Reclamation, Non-CVP Water is subject to a contract for the use of excess conveyance

406 capacity in Federal facilities, in order to convey Non-CVP Water to or from the Historic
407 Reservoir.

408 (ii) Storage of Acquired Water in the Authority-Managed Share
409 of Expanded Reservoir will not require a contract for Non-CVP Water use of excess capacity.
410 However, any Non-CVP Water that is stored in the Authority-Managed Share of Expanded
411 Reservoir that may be moved into and accounted for in the Historic Reservoir will require such a
412 contract for storage in the Historic Reservoir.

413 (iii) For the purpose of this Agreement, San Joaquin River
414 Restoration water recaptured consistent with permits issued by the State Water Resources
415 Control Board, if acquired through agreement and/or stored under agreement, acknowledged by
416 Reclamation, will be treated as Acquired Water and may be stored in the Authority-Managed
417 Share of Expanded Reservoir.

418 (iv) Reclamation will not use Acquired Water for any purpose
419 unless and until the Parties first mutually agree in writing to water or monetary compensation, or
420 a combination thereof, prior to its use.¹ Reclamation's action to compensate the Authority, as
421 mutually agreed, is final and conclusive.

422 (v) Consistent with Section B.2.i of the M&I Water Shortage
423 Policy, as may be amended or superseded, the Contracting Officer will consider Acquired Water
424 in the Authority-Managed Share of Expanded Reservoir as having been acquired by Participating

¹ Subject to Article 11, monetary compensation will be of either the total acquisition cost of the water when it was acquired by the contractor or the current year market rate (replacement cost), whichever is greater.

425 Agencies to meet individual public health and safety responsibilities and not subject to nor
426 counted against a Participating Agency's available water.

427 (4) CVP Water

428 (i) Article 3(a) Water: Following the CVP contract allocation
429 of Water Made Available under Article 3(a) of a Participating Agency's water service/repayment
430 contract, the Water Coordinator may inform Reclamation as to the amount of water to be
431 accounted for under this subarticle, up to the maximum storage capacity of the Authority-
432 Managed Share of Expanded Reservoir.

433 (ii) Article 3(f) Water: Each Participating Agency holds a
434 repayment contract that provides a mechanism for Reclamation to make water available to each
435 Participating Agency in addition to the Participating Agency's CVP contract allocation in a
436 given Year. This mechanism is most often described in Article 3(f) of the Participating
437 Agencies' repayment contracts, and so such water is referred to as "Article 3(f) water." For the
438 purpose of this Agreement, the Contracting Officer will make Article 3(f) water available to each
439 Participating Agency to store in the Authority-Managed Share of Expanded Reservoir in addition
440 to the Participating Agency's CVP contract allocation in every Year that Article 3(f) water is
441 available, as described below:

442 (a) Following the filling of the Federal Share of
443 Historic Reservoir, Reclamation will make a determination whether Article 3(f) water is
444 available to all south-of-Delta CVP water service/repayment contractors with available storage
445 or conveyance capacity to take Article 3(f) water pursuant to their respective water
446 service/repayment contracts.

447 (b) Upon making Article 3(f) water available,
448 Reclamation will fill the Authority-Managed Share of Expanded Reservoir and the Federal Share
449 of Expanded Reservoir on a proportionate basis in accordance with this Agreement.

450 (1) Reclamation will fill the Expanded
451 Reservoir until such a time that the Authority-Managed Share of Expanded Reservoir is full or
452 the Authority-Managed Share and the Federal Share of Expanded Reservoir are full.

453 (2) Any Article 3(f) water used to fill a portion
454 of the Authority-Managed Share of Expanded Reservoir will be managed and accounted for by
455 the Water Coordinator within the Authority-Managed Share of Expanded Reservoir.

456 (3) Water made available under this subarticle
457 4(e)(4)(ii) and stored in the Authority-Managed Share of Expanded Reservoir can be scheduled
458 for delivery at a later date in coordination with the Water Coordinator.

459 (iii) Reclamation, at its discretion and in coordination with the
460 Water Coordinator, will only use CVP Water in the Authority-Managed Share of Expanded
461 Reservoir to meet the unmet required deliveries for south-of-Delta San Joaquin River Exchange
462 Contractors and CVP Settlement Contractors, the unmet required CVPIA allocation for south-of-
463 Delta Level 2 refuges, and the unmet required public health and safety needs as defined by the
464 M&I Water Shortage Policy as may be amended or superseded, consistent with the following
465 provisions:

466 (a) Upon the initial CVP contract allocation on or about
467 February 20, if Reclamation announces a 0% contract allocation for south-of-Delta agricultural
468 contractors and determines a forecasted need (based on the 90% exceedance forecast) for CVP

469 Water stored in the Authority-Managed Share of Expanded Reservoir for the purposes
470 enumerated in subarticle 4(e)(4)(iii) above, Reclamation will promptly notify the Authority of
471 this forecasted need. Reclamation, in coordination with the Water Coordinator, will update its
472 forecast and re-evaluate the forecasted need for use of CVP Water stored in the Authority-
473 Managed Share of Expanded Reservoir throughout the Year or upon request by the Water
474 Coordinator supported by evidence justifying the request, including information regarding any
475 changes in forecasted need, the timing of such need, and the quantity of such need.

476 (b) In any Year when such a potential need has been
477 identified, the Authority's March 1 monthly delivery schedule (see subarticle 4(i)(6) below) shall
478 demonstrate delivery of CVP Water out of the Authority-Managed Share of Expanded Reservoir
479 on or before April 1. After April 1, Reclamation may use CVP Water stored in the Authority-
480 Managed Share of Expanded Reservoir, together with other available CVP water supplies, for
481 the purposes identified in subarticle 4(e)(4)(iii) above.

482 (c) On or around May 20, aligned with an updated May
483 forecast, Reclamation will notify the Authority of any CVP Water in the Authority-Managed
484 Share of Expanded Reservoir that was not delivered for the purposes identified in subarticle
485 4(e)(4)(iii) above. Upon such notification, the Authority may resume deliveries out of the
486 Authority-Managed Share of Expanded Reservoir per updated schedules. Alternatively, if at any
487 time the contract allocation for south-of-Delta agricultural contractors increases above 0%, the
488 Authority may resume deliveries out of the Authority-Managed Share of Expanded Reservoir per
489 updated schedules.

490 (d) Reclamation intends to use all available CVP Water
491 supplies stored in the Federal Share of Historic Reservoir and Federal Share of Expanded

492 Reservoir, and any other supply available to Reclamation intended to mitigate conditions of
493 drought consistent with the terms of the corresponding programs, to meet the purposes identified
494 in subarticle 4(e)(4)(iii) above prior to using any CVP Water stored in the Authority-Managed
495 Share of Expanded Reservoir. Prior to the end of any Year in which Reclamation has used CVP
496 Water stored in the Authority-Managed Share of Expanded Reservoir, Reclamation will, in
497 coordination with the Water Coordinator, perform an analysis to determine consistency with this
498 intent, and will true up reservoir accounting if needed.

499 (5) If Reclamation uses Acquired Water or CVP Water stored in the
500 Authority-Managed Share of Expanded Reservoir to meet the purposes identified in subarticle
501 4(e)(4)(iii) above, Reclamation shall reimburse or credit the Authority for the applicable OM&R
502 costs. Therefore, the quantity of CVP Water or Acquired Water used by Reclamation will be
503 included in the calculation of that Year's Federal OM&R cost obligation allocated by DWR for
504 the Expanded Reservoir and will be deducted from the Authority's share of OM&R cost
505 obligation for the Year in which Acquired Water or CVP Water was used by Reclamation.

506 (f) Displacement of CVP Water: In order to store Acquired Water in the
507 Authority-Managed Share of Expanded Reservoir, the Water Coordinator, in coordination with
508 Reclamation, will if needed, move CVP Water out of the Authority-Managed Share of Expanded
509 Reservoir. CVP Water can be transferred, exchanged, or delivered subject to applicable statutes,
510 regulations, guidelines, and policies. If the CVP Water cannot be timely transferred, exchanged,
511 or delivered, it will move in the following way and in the following order of priority:

512 (1) CVP Water moves from the Authority-Managed Share of
513 Expanded Reservoir to the Historic Reservoir unless the Historic Reservoir is full.

514 (2) If the Historic Reservoir is full, then the CVP Water moves to the
515 Federal Share of Expanded Reservoir; and

516 (3) If the CVP Water cannot be moved as described above, then
517 Reclamation can make the CVP Water available to CVP contractors per existing CVP water
518 service/repayment contracts, and subject to applicable regulations, guidelines, and policies.
519 Reclamation will retain full discretion as to the disposition of the CVP Water.

520 (g) Losses: All water in the Authority-Managed Share of Expanded Reservoir
521 will be subject to water loss criteria that is applied based on reservoir losses caused by
522 evaporation and seepage and charged to Reclamation as part of its joint operations with DWR,
523 with the Authority and Reclamation sharing losses proportionate to the water then-stored in the
524 Expanded Reservoir.

525 (h) Operation and Maintenance Costs of the San Luis Reservoir: As a result of
526 the Expanded Reservoir, Reclamation may have an increased share of the cost of the operation
527 and maintenance of the B.F. Sisk Dam and San Luis Reservoir. The Parties agree that costs will
528 be paid consistent with existing laws, agreements, and policy, as may be amended or superseded.
529 Further, the Authority agrees it will specifically pay for OM&R costs associated with the
530 Authority-Managed Share of Expanded Reservoir; the details regarding such payment and costs
531 will be defined in an OM&R Agreement, which will be an exhibit to this Agreement.

532 (i) Coordination Agreement: Prior to the operation of the Expanded
533 Reservoir, Reclamation and the Authority will develop a Coordination Agreement to coordinate
534 and communicate and define roles and responsibilities prior to the storage of water in the
535 Expanded Reservoir which will be an exhibit to this Agreement. The Coordination Agreement
536 will, among other things:

537 (1) Define the frequency of coordination between the Parties.

538 (2) Establish a Reclamation approved accounting methodology and
539 system of accounting for water in the Authority-Managed Share of Expanded Reservoir.

540 (3) Provide for a dispute resolution process.

541 (4) Provide for a Water Coordinator. The Parties agree that a Water
542 Coordinator will be provided and paid for by the Authority who will coordinate with
543 Reclamation regarding the management of any water moving into, stored in, or moving out of
544 the Authority-Managed Share of Expanded Reservoir, who will account for the water in the
545 Authority-Managed Share of Expanded Reservoir, including losses, and who will be responsible
546 for the provisional data and coordinating with Reclamation on reconciliation at the end of the
547 contract year and prior to initial allocations of the following Year.

548 (5) Describe the coordination process referenced in subarticle
549 4(e)(4)(iii) above, including but not limited to the frequency and methods through which
550 Reclamation will share forecasting and allocation information with the Water Coordinator on
551 behalf of the Authority.

552 (6) Describe the monthly schedules that the Authority, through the
553 Water Coordinator, will submit to Reclamation to show the volumes of water to be delivered out
554 of the Authority-Managed Share of Expanded Reservoir, and Reclamation's duty to use all
555 reasonable means to deliver the water in accordance with the initial schedule submitted by the
556 contractor, or any written revision(s) deemed satisfactory to the Contracting Officer, thereto
557 submitted within a reasonable time prior to the date(s) on which the requested change(s) is/are to
558 be implemented.

77

559 (7) Describe the methods through which the Parties will acquire access
560 to conveyance capacity.

561 (j) Following a determination of Substantial Completion of construction of
562 the Expansion Project, the duties and obligations of the Parties under subarticles 4(e)-(h) may
563 survive termination of this Agreement if the Parties mutually agree.

564 **COORDINATION AND COOPERATION**

565 5. (a) In order to further the goals and objectives of this Agreement,
566 Reclamation and the Authority shall communicate, coordinate, and cooperate with each other.
567 The communication, coordination, and cooperation provided for hereunder shall extend to all
568 provisions of this Agreement. Each Party shall retain exclusive decision-making authority for all
569 actions, opinions, and determinations to be made by the respective Party.

570 (b) Nothing in this Article shall be construed to limit or constrain
571 Reclamation's ability to communicate, coordinate, and cooperate with the Authority or to make
572 decisions in a timely fashion as needed to protect health, safety, or the physical integrity of
573 structures or facilities.

574 **EXISTING CONTRACTS**

575 6. (a) Nothing in this Agreement, in any way, alters, changes, or amends
576 existing water service/repayment contracts with the United States, or supersedes, negates, or
577 changes or is intended to change any past course of dealings, past practices or precedent.

578 (b) If any conflict arises between this Agreement and the water
579 service/repayment contract of any Participating Agency or any non-Participating Agency partner,
580 then the respective water service/repayment contract takes precedence.

581

DISPUTE RESOLUTION

582 7. (a) Should any dispute arise concerning any provision(s) of this Agreement,
583 or the Parties' rights and obligations thereunder, the United States and the Authority shall meet
584 and confer in an attempt to resolve the dispute. Prior to the Authority commencing any legal
585 action, or the Contracting Officer referring any matter to the Department of Justice, the Party
586 shall provide to the other Party thirty (30) days' written notice of the intent to take such action;
587 *Provided, That* such notice shall not be required where a delay in commencing an action would
588 prejudice the interests of the Party that intends to file suit. During the thirty (30)-day notice
589 period, the Parties shall meet and confer in an attempt to resolve the dispute. Except as
590 specifically provided, nothing herein is intended to waive or abridge any right or remedy that the
591 Authority or the United States may have.

592 (b) Reclamation shall have no responsibility to participate in or resolve
593 disputes between the Authority and the Participating Agencies regarding this Agreement.

594 **WAIVER OF NON-COMPLIANCE WITH ANY PROVISION OF THIS AGREEMENT**

595 8. (a) The waiver by either Party to this Agreement as to any non-compliance
596 with any provision of this Agreement shall not be construed as a waiver of any other non-
597 compliance with any provision of this Agreement or as authority of the other Party to continue
598 such non-compliance with any provision of this Agreement or to make, do, or perform, or not
599 make, do, or perform, as the case may be, any act or thing which would constitute non-
600 compliance with any provision of this Agreement.

601 (b) Nothing contained in this Agreement shall be construed as in any manner
602 abridging, limiting, or depriving the United States, represented by the Contracting Officer, or the

603 Authority, of any means of enforcing any remedy, either at law or in equity, for the breach of any
604 of the provisions hereof which it would otherwise have.

605 **OPINIONS AND DETERMINATIONS**

606 9. (a) Where the terms of this Agreement provide for actions to be based upon
607 the opinion or determination of either Party to this Agreement, said terms shall not be construed
608 as permitting such action to be predicated upon arbitrary, capricious, or unreasonable opinions or
609 determinations. Both Parties, notwithstanding any other provisions of this Agreement, expressly
610 reserve the right to seek relief from and appropriate adjustment for any such arbitrary, capricious,
611 or unreasonable opinion or determination. Each opinion or determination by either Party shall be
612 provided in a timely manner. Nothing in this subdivision (a) of this Article is intended to or shall
613 affect or alter the standard of judicial review applicable under Federal law to any opinion or
614 determination implementing a specific provision of Federal law embodied in statute or
615 regulation.

616 (b) The Contracting Officer shall have the right to make determinations
617 necessary to administer this Agreement that are consistent with the provisions of this Agreement,
618 the laws of the United States, and the rules and regulations promulgated by the Secretary. Such
619 determinations shall be made in consultation with the Authority to the extent reasonably
620 practicable.

621 (c) Nothing in this Agreement, or performance hereunder, constitutes a
622 waiver of the Parties' respective positions, opinions, or interpretations of California water rights
623 law, whatever they may be, in circumstances where there is no mutual agreement, as applicable
624 herein, for the use of the Expanded Reservoir.

625 (d) The Parties recognize certain third-party benefits and obligations as
626 provided for in Article 4(e)(1), 4(e)(2), 4(e)(3)(iii), 4(e)(3)(iv), 4(e)(3)(v), 4(e)(4)(i), and
627 4(e)(4)(ii), coordinated through the Authority consistent with Exhibit F.

628 **NOTICES**

629 10. Any notice, demand, or request authorized or required by this Agreement shall be
630 deemed to have been given, on behalf of the Authority, when mailed, postage prepaid, or
631 delivered to the Regional Director, California Great Basin Region, Bureau of Reclamation, 2800
632 Cottage Way, Sacramento, CA, 95825, and on behalf of the United States, when mailed, postage
633 prepaid, or delivered to the San Luis & Delta-Mendota Water Authority, 842 6th Street, Los
634 Banos, CA 93635.

635 **CONTINGENT ON APPROPRIATION OR ALLOTMENT OF FUNDS**

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

641 **OFFICIALS NOT TO BENEFIT**

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

645 **ASSIGNMENT LIMITED – SUCCESSORS AND ASSIGNS OBLIGATED**

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

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

651 **BOOKS, RECORDS, AND REPORTS**

652 14. The Authority shall establish and maintain accounts and other books and records
653 pertaining to administration of the terms and conditions of this Agreement, including the
654 Authority's financial transactions; water supply data; project operation, maintenance, and
655 replacement logs; project land and rights-of-way use agreements; the water users' land-use (crop
656 census), land-ownership, land-leasing, and water-use data; and other matters that the Contracting

657 Officer may require. Reports shall be furnished to the Contracting Officer in such form and on
658 such date or dates as the Contracting Officer may require. Subject to applicable Federal laws and
659 regulations, each Party to this Agreement shall have the right during office hours to examine and
660 make copies of the other Party's books and records relating to matters covered by this
661 Agreement.

662 **COMPLIANCE WITH LAWS**

663 15. (a) The Parties agree that the delivery of irrigation water or use of Federal
664 facilities pursuant to this Agreement is subject to Federal reclamation law, including but not
665 limited to the Reclamation Reform Act of 1982 (43 U.S.C. 390aa, et seq.), as amended and
666 supplemented, and the rules and regulations promulgated by the Secretary of the Interior under
667 Federal reclamation law.

668 (b) The Contracting Officer shall have the right to make determinations
669 necessary to administer this Agreement that are consistent with its expressed and implied
670 provisions, the laws of the United States and the rules and regulations promulgated by the
671 Secretary of the Interior. Such determinations shall be made in consultation with the Authority.

672 (c) In protecting the interests of the United States, Reclamation's contracts
673 and its contracting process must comply with all applicable Federal, state, tribal, and local laws.
674 These laws may include environmental, civil rights, and cultural resources protection laws,
675 among others, as well as laws that may be later enacted. Reclamation's water-related contracts
676 will be drafted in a manner that allows Reclamation to take actions necessary to comply with all
677 applicable laws.

678 **EQUAL EMPLOYMENT OPPORTUNITY**

679 16. The following language is required by Executive Order No. 11246 of September
680 24, 1965, in all government contracts unless and until it is superseded or amended.

681 During the performance of this Agreement, the Authority agrees as follows:

682 (a) The Authority will not discriminate against any employee or applicant for
683 employment because of race, color, religion, sex, sexual orientation, gender identity, or national
684 origin. The Authority will take affirmative action to ensure that applicants are employed, and that
685 employees are treated during employment, without regard to their race, color, religion, sex,
686 sexual orientation, gender identity, or national origin. Such action shall include, but not be
687 limited to the following: employment, upgrading, demotion, or transfer; recruitment or
688 recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and
689 selection for training, including apprenticeship. The Authority agrees to post in conspicuous

690 places, available to employees and applicants for employment, notices to be provided by the
691 Contracting Officer setting forth the provisions of this nondiscrimination clause.

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

696 (c) The Authority will not discharge or in any other manner discriminate
697 against any employee or applicant for employment because such employee or applicant has
698 inquired about, discussed, or disclosed the compensation of the employee or applicant or another
699 employee or applicant. This provision shall not apply to instances in which an employee who has
700 access to the compensation information of other employees or applicants as a part of such
701 employee's essential job functions discloses the compensation of such other employees or
702 applicants to individuals who do not otherwise have access to such information, unless such
703 disclosure is in response to a formal complaint or charge, in furtherance of an investigation,
704 proceeding, hearing, or action, including an investigation conducted by the employer, or is
705 consistent with the Authority's legal duty to furnish information.

706 (d) The Authority will send to each labor union or representative of workers
707 with which he has a collective bargaining agreement or other contract or understanding, a notice,
708 to be provided by the agency Contracting Officer, advising the labor union or workers'
709 representative of the Authority's commitments under section 202 of Executive Order No. 11246
710 of September 24, 1965, and shall post copies of the notice in conspicuous places available to
711 employees and applicants for employment.

712 (e) The Authority will comply with all provisions of Executive Order No.
713 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of
714 Labor.

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

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

727 (h) The Authority will include the provisions of paragraphs (a) through (h) in
728 every subcontract or purchase order unless exempted by the rules, regulations, or orders of the

729 Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September
730 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The
731 Authority will take such action with respect to any subcontract or purchase order as may be
732 directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions
733 for noncompliance: Provided, however, that in the event the Authority becomes involved in, or is
734 threatened with, litigation with a subcontractor or vendor as a result of such direction, the
735 Authority may request the United States to enter into such litigation to protect the interests of the
736 United States.

737 **COMPLIANCE WITH CIVIL RIGHTS**

738 17. (a) The Authority shall comply with Title VI of the Civil Rights Act of 1964
739 (Pub. L. 88-352; 42 U.S.C. § 2000d), the Rehabilitation Act of 1973 (Pub. L. 93-112, Title V, as
740 amended; 29 U.S.C. § 791, et seq.), the Age Discrimination Act of 1975 (Pub. L. 94-135, Title
741 III; 42 U.S.C. § 6101, et seq.), Title II of the Americans with Disabilities Act of 1990 (Pub. L.
742 101-336; 42 U.S.C. § 12131, et seq.), and any other applicable civil rights laws, and with the
743 applicable implementing regulations and any guidelines imposed by the U.S. Department of the
744 Interior and/or Bureau of Reclamation.

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

752 (c) The Authority makes this agreement in consideration of and for the
753 purpose of obtaining any and all Federal grants, loans, contracts, property discounts, or other
754 Federal financial assistance extended after the date hereof to the Authority by the Bureau of
755 Reclamation, including installment payments after such date on account of arrangements for
756 Federal financial assistance which were approved before such date. The Authority recognizes
757 and agrees that such Federal assistance will be extended in reliance on the representations and
758 agreements made in this article and that the United States reserves the right to seek judicial
759 enforcement thereof.

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

762 **CERTIFICATION OF NONSEGREGATED FACILITIES**

763 18. The Authority hereby certifies that it does not maintain or provide for its
764 employees any segregated facilities at any of its establishments and that it does not permit its
765 employees to perform their services at any location under its control where segregated facilities
766 are maintained. It certifies further that it will not maintain or provide for its employees any
767 segregated facilities at any of its establishments and that it will not permit its employees to
768 perform their services at any location under its control where segregated facilities are

769 maintained. The Authority agrees that a breach of this certification is a violation of the Equal
770 Employment Opportunity clause in this Agreement. As used in this certification, the term
771 "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms,
772 restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas,
773 parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing
774 facilities provided for employees which are segregated by explicit directive or are in fact
775 segregated on the basis of race, creed, color, or national origin, because of habit, local custom,
776 disability, or otherwise. The Authority further agrees that (except where it has obtained identical
777 certifications from proposed subcontractors for specific time periods) it will obtain identical
778 certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000
779 which are not exempt from the provisions of the Equal Employment Opportunity clause; that it
780 will retain such certifications in its files; and that it will forward the following notice to such
781 proposed subcontractors (except where the proposed subcontractors have submitted identical
782 certifications for specific time periods):

783 NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
784 CERTIFICATIONS OF NONSEGREGATED FACILITIES

785 A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract
786 exceeding \$10,000 which is not exempt from the provisions of the Equal Employment
787 Opportunity clause. The certification may be submitted either for each subcontract or for all
788 subcontracts during a period (i.e., quarterly, semiannually, or annually). Note: The penalty for
789 making false statements in offers is prescribed in 18 U.S.C. § 1001.

790 MEDIUM FOR TRANSMITTING PAYMENTS

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

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

799 AGREEMENT DRAFTING CONSIDERATIONS

800 20. This Agreement has been negotiated and reviewed by the parties hereto, each of
801 whom is sophisticated in the matters to which this Agreement pertains. The double-spaced
802 Articles of this Agreement have been drafted, negotiated, and reviewed by the parties, and no
803 one party shall be considered to have drafted the stated articles. Single-spaced articles are
804 standard articles pursuant to Reclamation policy.

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

807 THE UNITED STATES OF AMERICA

808 By: _____
809 Regional Director
810 Interior Region 10: California-Great Basin
811 Bureau of Reclamation

812 San Luis & Delta-Mendota Water Authority
813 (SEAL)

814 By: _____
815 Chair, Board of Directors

816 Attest:

817 _____
818 Secretary

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V. E.

**WATER TRANSFER AGREEMENT BETWEEN
DEL PUERTO WATER DISTRICT AND
WESTLANDS WATER DISTRICT**

This Agreement is made effective this 15th day of January 2025, by and between Del Puerto Water District, hereinafter referred to as "DPWD", and Westlands Water District, hereinafter referred to as "WWD."

RECITALS:

- A. Both parties to the Agreement are public agencies of the State of California, duly formed and operating under the laws of the state, and are empowered to enter into contracts to manage the water supply available to it for the benefit of its constituents, and
- B. DPWD is a contractor with the Bureau of Reclamation (Bureau) and is entitled to receive Central Valley Project (CVP) water there from pursuant to Contract No. 14-06-200-922-LTR 1-P between the Bureau and DPWD providing for water service, and WWD is a contractor with the Bureau and is entitled to receive CVP water there from pursuant to Contract No. 14-06-200-495A-IR1-P.
- C. DPWD is willing to transfer **up to 1,000** acre-feet (AF) of 2024-25 CVP water to WWD. Water will be delivered to WWD **during January through February 2025**.
- D. WWD anticipates a water supply insufficient to meet its 2024-25 crop water demands and desires to obtain additional water supplies from DPWD.
- E. The parties have determined that the transfer under this Agreement will have no significant environmental impact and shall not increase the cost, nor reduce the supply, of water to other CVP contractors.

AGREEMENT

- 1. This Agreement shall terminate on February 28, 2025.

DELIVERY AND COST OF CVP WATER TO WWD

- 2. Pursuant to the terms and conditions of the Bureau's approval, DPWD will make available to WWD **up to 1,000 AF** of its 2024-25 CVP contract water for delivery during **January through February 2025**, pursuant to a schedule approved by the Bureau in coordination with DPWD and WWD.
- 3. The point of delivery of water to WWD shall be from WWD turnouts in Reaches 4, 5, 6 and 7 of the San Luis Canal to lands within WWD. Deliveries of water from DPWD to WWD shall be measured by DWR.
- 4. DPWD agrees to pay its Bureau rates for CVP services required to effectuate the transfer. WWD is responsible for paying the San Luis Delta Mendota Water Authority O&M charge. Other internal fees of the DPWD are not part of this purchase and transfer and therefore such fees, if any, are not included in this or any other agreement.

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5. DPWD shall be responsible for the cost of obtaining any and all approvals legally required for the delivery of CVP water to WWD. Such approvals shall be identified and agreed to by the parties within fifteen (15) days from the execution of the Agreement. Should the DPWD determine that any approvals so identified are unreasonable, in DPWD's sole and absolute discretion, DPWD shall have the right to terminate this Agreement by providing WWD with written notice within thirty (30) days of execution of this Agreement. Should the DPWD terminate this agreement, the DPWD's sole remaining obligation or liability will be to refund all payments made by the WWD.

APPROVALS

6. The performance by both parties to this Agreement is contingent upon approval of the Bureau.

MISCELLANEOUS

7. Approvals: Both parties shall cooperate in securing Bureau approvals.
8. Notice: Any notice, request, tender, demand, delivery, approval, or other communication providing for, required, or arising under this Agreement shall be in writing and shall be deemed delivered three business days after deposit in the United States mail or by email, addressed to the party as follows:

DEL PUERTO WATER DISTRICT
P.O. Box 1596
Patterson, CA 95363
Attention: Anthea G. Hansen
ahansen@delpuertowd.org

WESTLANDS WATER DISTRICT
P. O. Box 5199
Fresno, CA 93755
Attention: Steve Farmer
sfarmer@www.ca.gov

9. General Indemnity: Each party agrees to protect, defend, indemnify, and hold harmless the other party, its officers, agents, servants, employees, and consultants from and against any and all losses, claims, liens, demands, and causes of action of every kind and character on account of personal injuries or death or damages to property and, without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, connected with, or arising directly or indirectly out of the performance or non-performance by the indemnifying party hereunder.
10. Successors and Assigns: The terms and provisions of this Agreement shall bind and


- shall inure to the benefit of the successors and assigns of the respective parties thereto.
11. Amendments: Amendments to this Agreement shall be effective only if in writing, and then only when signed by the authorized representatives of the respective parties.
 12. Force Majeure: Except as otherwise provided herein, all obligations of the parties hereto shall be suspended so long as, and to the extent that, the performance thereof shall be prevented by earthquakes, fires, tornadoes, facility failures, floods, drownings, strikes, other casualties or acts of God, orders of court or governmental agencies having jurisdiction over the subject matter thereof or other events or causes beyond the control of the parties hereto.
 13. Specific Performance: It is agreed by the parties hereto that in this arid region the water delivered herein is of unique value and that, in the event of breach of this Agreement, specific performance of the Agreement in accordance with its terms and conditions shall be proper injunctive relief.
 14. Consistent with the provisions of Water Code Sections 475 and 1244, the parties agree that neither this transfer nor this Agreement is evidence of the availability of surplus water beyond the terms of this Agreement or lack of beneficial use of the water involved in this Agreement, and they shall not contend otherwise.

IN WITNESS WHEREOF, the parties execute this Agreement on this day and year first above mentioned.

WESTLANDS WATER DISTRICT

By 
Steve Farmer, Chief Administrative Officer

DEL PUERTO WATER DISTRICT

By 
Anthea G. Hansen, General Manager

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V.E.

MEMORANDUM OF AGREEMENT FOR WATER TRANSFER OF CVP WATER BETWEEN DEL PUERTO WATER DISTRICT AND KERN-TULARE WATER DISTRICT

This Memorandum of Agreement for Water Transfer of CVP Water Between Del Puerto Water District and Kern-Tulare Water District (“**Memorandum**”) is made effective 12/26/2024, by and between Del Puerto Water District, hereinafter referred to as “**DPWD**”, and Kern-Tulare Water District, hereinafter referred to as “**KTWD**.”

RECITALS:

- A. Both parties to the Agreement are public agencies, duly organized and operating under the laws of the State of California, and are empowered to enter into contracts to manage the water supply available to them for the benefit of their constituents, and
- B. DPWD is a contractor with the Bureau of Reclamation (“**Bureau**”) and is entitled to receive Central Valley Project (“**CVP**”) water pursuant to Contract No. 14-06-200-922-LTR1-P (“**DPWD Contract**”) between the Bureau and DPWD providing for water service.
- C. KTWD is a contractor with the Bureau and is entitled to receive CVP water pursuant to USBR Contract No. 14-06-200-8601A-IR5-P and 14-06-200-8367A-IR5-P between USBR and KTWD and has agreements to bank water in Kern County with several entities.
- D. On 12/26/2024 DPWD and KTWD entered into that Agreement for Water Transfer of CVP Water Between Del Puerto Water District and Kern-Tulare Water District (“**CVP Agreement**”) pursuant to which DPWD agreed to transfer up to 1,000 acre-feet (“**AF**”) of 2024-25 water from its CVP contract to KTWD (“**Water**”). Water will be delivered to KTWD during January 2025 through February 28, 2025.

AGREEMENT

- 1. **Term.** The CVP Agreement terminates on February 28, 2025.
- 2. **Provisions.** The CVP Agreement Provides:
 - A. Pursuant to the terms and conditions of the Bureau’s approval, DPWD will make available to KTWD up to 1,000 AF of Water for delivery during the Term pursuant to a schedule approved by the Bureau in coordination with DPWD.
 - B. The point of delivery of Water to KTWD shall be O’Neill Forebay

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("Delivery Point"). Deliveries of Water from DPWD to O'Neill Forebay shall be measured by the California Department of Water Resources ("DWR").

C. DPWD agrees to pay its Bureau rates for CVP services required to effectuate the transfer. KTWD is responsible for paying DWR the appropriate charges for the Contract water conveyed through State facilities and San Luis Delta Mendota Water Authority the O&M and conveyance charges to move the water from Jones Pumping Plant to O'Neill Forebay. Other internal fees of the DPWD are not part of this purchase and transfer and therefore such fees, if any, are not included in this or any other agreement.

D. DPWD shall be responsible for the cost of obtaining any and all approvals legally required for the delivery of Water to KTWD. Such approvals shall be identified and agreed to by the parties within fifteen (15) days from the execution of the Agreement. Should the DPWD determine that any approvals so identified are unreasonable, in DPWD's sole and absolute discretion, DPWD shall have the right to terminate this Agreement by providing KTWD with written notice within thirty (30) days of execution of this Agreement. Should DPWD terminate this agreement, DPWD's sole remaining obligation or liability will be to refund all payments made by KTWD.

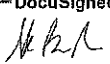
E. This transfer fits within the Bureau of Reclamation Article Five Exchange Guidelines and shall constitute an authorization of said Bureau of Reclamation to deliver the amount of water herein above agreed upon.

F. The performance by both parties to this Agreement is contingent upon approval of the Bureau.

IN WITNESS WHEREOF, the parties execute this Memorandum on this day and year first above mentioned.

KERN-TULARE WATER DISTRICT

DEL PUERTO WATER DISTRICT

By DocuSigned by:

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By Anthea G. Hansen

Skye Grass, General Manager

Anthea G. Hansen, General Manager