

AGENDA
PANOCHÉ WATER DISTRICT
REGULAR BOARD OF DIRECTORS MEETING
April 12, 2022 – 9:30 a.m.

**CONSISTENT WITH RESOLUTION NO. 805-22 PROCLAIMING A LOCAL EMERGENCY AND
AUTHORIZING REMOTE TELECONFERENCE BOARD MEETINGS THROUGH APRIL 28, 2022
PURSUANT TO AB 361, THE OPEN SESSION OF THIS MEETING MAY BE JOINED
FROM YOUR COMPUTER, TABLET OR SMARTPHONE THROUGH THE FOLLOWING MEANS:**

<https://meet.goto.com/205851981>

AND PLEASE DIAL

Conference call in number: (844) 783-6236 Passcode: 209 364 6136

PRESIDENT’S ANNOUNCEMENT: Pursuant to Government Code Section 54952.3, let it be known that Board Members receive no compensation or stipend for simultaneous or serial order meetings of the Panoche Water District, Panoche Drainage District, Panoche Financing Authority, and/or the Panoche Resource Conservation District.

- 1. CALL TO ORDER**
- 2. REVIEW OF AGENDA:** The Board will consider corrections and/or additions to the Agenda of items requiring immediate action that came to the attention of the Board after the Agenda was posted.
- 3. ROLL CALL:** A quorum will be confirmed and the Board will consider appointment of an acting Officer(s) in the event the President, Vice-President, and/or Secretary is absent from the meeting.
- 4. POTENTIAL CONFLICTS OF INTEREST:** Any Board member who has a potential conflict of interest may now identify the Agenda Item and recuse themselves from discussing and voting on the matter. [Government Code Section 87105]
- 5. PUBLIC COMMENT:** The Board of Directors welcomes participation in Board meetings. The public may address matters under the jurisdiction of the Board that have not been posted in the Agenda. The public will be given the opportunity to address the Board on any item in the Agenda at this time or before the Board’s consideration of that item. If members of the public desire to address the Board relative to a particular Agenda item at the time it is to be considered, they should so notify the President of the Board at this time. Please note, California Law prohibits the Board from taking action on any matter during a regular meeting that is not on the posted Agenda unless the Board determines that it is an emergency or one of the other situations specified in Government Code Section 54954.2. During a special meeting, the Board may not take action on any matter that is not on the posted Agenda. The President may limit the total amount of time allocated for public comment on particular issues to 3 minutes for each individual speaker.

6. DIVISION REPORTS:

- A. Water Operations & Maintenance – Juan Cadena
- B. Administration – Ara Azhderian
- C. Ethics, Compliance, & Human Resources – Lorena Chagoya

7. PANOCHÉ WATER & DRAINAGE DISTRICTS JOINT CLOSED SESSION: Conference with Legal Counsel.**A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):

Number of Cases: Ten

8. REPORT FROM JOINT CLOSED SESSION (GOVERNMENT CODE SECTION 54957.1)**9. CLOSED SESSION****A. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Significant Exposure to Litigation pursuant to Section 54956.9(d), paragraph (2) or (3):

Number of Cases: Four

B. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Pursuant to Section 54956.9(d)(1):

Names of Cases:

- i. Stephen W. Sloan vs. Panoche Water District
Fresno County Superior Court Case No. 18CECG00511
- ii. Imani Percoats & Chris Bettencourt vs. Panoche Water District
Fresno County Superior Court Case No. 18CECG01651
- iii. Greenhouse Ranch v. Panoche Water District, et al.
Merced County Superior Court Case No. 21CV-01348
- iv. Center for Biological Diversity, et al. v. United States, et al.
US District Court, E.D. Cal, Case No. 1:20-CV-00760 DAD-EPG
- v. North Coast Rivers Alliance, et al. v. Kenneth Salazar, et al.
US District Court, E.D. Cal., Case No. 1:16-cv-00307-DAD-SKO
- vi. Firebaugh Canal Water District & Central California Water District v. United States, et al.
US District Court, E.D. Cal., Case 1:88-cv-00634-LJO-SKO

C. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Section 54957.6:

Agency Designated Representative: Ara Azhderian, General Manager

Employee Organization: International Brotherhood of Electrical Workers Local 1245

10. REPORT FROM CLOSED SESSION

At approximately 10:30 a.m., it is anticipated President Bennett will adjourn the Closed Session.

11. CONSENT CALENDAR

All matters listed on the Consent Calendar are considered to be routine and non-controversial and will be acted upon by a single action of the Board of Directors, unless a Board Member requests separate consideration of the item. If such a request is made, the item may be heard as an Action Item at this meeting. The Board will review and consider (Tab 2):

- Approval of DRAFT minutes from the May 25, 2021, special meeting of the Board;
- Approval of DRAFT minutes from the June 2, 2021, special meeting of the Board;
- Approval of DRAFT minutes from the March 8, 2022, regular meeting of the Board;
- Approval of DRAFT minutes from the March 29, 2022, special meeting of the Board;
- Acceptance of the monthly financial statements for the period ending March 31, 2022;
- Acceptance of Director's Monthly Credit Card Usage Report.

ACTION ITEMS

- 12.** The Board to review and consider appointment of District Officers to serve during the fiscal year beginning March 1, 2022, through February 28, 2023 (Azhderian – Tab 3);
- 13.** The Board to review and consider approving a hardship request from Redfern Ranches to transfer 120 acre-feet to Westlands Water District (Azhderian – Tab 4);
- 14.** The Board to review and consider authorizing execution of an agreement with Ashly and Lindsay Sylvia Limited Partnerships to address account delinquency (Azhderian/Williams – Tab 5);
- 15.** The Board to review and consider amending the District's Groundwater Conveyance Policy (Azhderian/Cadena – Tab 6);
- 16.** The Board to review and consider amending the District's CVP Transfer Policy (Azhderian/Cadena – Tab 7);
- 17.** The Board to review and consider authorizing execution of a Letter of Agreement with the U.S. Bureau of Reclamation to review a District request to convey water from the East Side Canal & Irrigation Company (Azhderian/Cadena – Tab 8);
- 18.** The Board to review and consider authorizing negotiation of a Cooperative Agreement with Contra Costa Water District for a pilot project to exchange Central Valley Project water (Azhderian/Cadena – Tab 9);
- 19.** The Board to review and consider authorizing issuance of a Request for Proposals for financial auditing services (Azhderian – Tab 10);

20. The Board to review and consider authorizing issuance of an Invitation for Bids for the purchase of a backhoe (Azhderian – Tab 11);
21. The Board to review and consider adopting a Resolution revising the District’s authorized bank signees (Azhderian – Tab 12);
22. The Board to review and consider approving payment of bills (Azhderian – Tab 13).

REPORT ITEMS

23. **FINANCIAL REPORTS** (Tab 14)
 - A. FYE 2023 Budget-to-Actual Report;
 - B. Other financial matters affecting the District.
24. **REPORTS UNDER DISTRICT POLICIES**
 - A. Emergency COVID-19 Pandemic Response Policy;
 - B. Report(s) on Brown Act Meetings & Conferences Attended at District Expense (may be written or oral and may be joint for multiple attendees);
 - C. Board to Consider Update(s) or Approval(s) Required Under Any Other District Policies.
25. **GENERAL MANAGER’S REPORT** (Tab 15)
 - A. Water Supplies & Deliveries;
 - B. Water Quality Report;
 - C. Domestic Water Treatment Plant;
 - D. B.F. Sisk Dam Raise & Reservoir Expansion Project Activity Agreement;
 - E. Staffing Update;
 - F. Other Matters Affecting the District.
26. **REPORTS ON OTHER ITEMS PURSUANT TO GOVERNMENT CODE SECTION 54954.2(a)(3)**
27. **FUTURE MEETING DATES**
 - A. Board to Consider Action to Set Special Meeting Date(s): *April 26, 2022*.
 - B. Next Regular Meeting Date: May 10, 2022.
28. **ADJOURNMENT**
 - ❖ Items on the Agenda may be taken in any order.
 - ❖ Action may be taken on any item listed on the Agenda.
 - ❖ Writings relating to open session: Agenda items that are distributed to members of the Board of Directors will be available for inspection at the District office, excluding writings that are not public records or are exempt from disclosure under the California Public Records Acts.

Americans with Disabilities Act of 1990: Under this Act, a qualifying person may request that the District provide a disability-related modification or accommodation in order to participate in any public meeting of the District. Such assistance includes alternative formats for the agendas and agenda packets used for any public meetings of the District. Requests for assistance shall be made in person, in written form, or

via telephone by calling (209) 364-6136. Requests must be received at least 18 hours prior to a scheduled public meeting.

Investment Information Disclaimer: This agenda has been prepared as required by the applicable laws of the State of California, including but not limited to, Government Code Section 54950 et seq., and has not been prepared with a view to informing an investment decision in any of the District's bonds, notes, or other obligations. Any projections, plans, or other forward-looking statements included in the information in this agenda are subject to a variety of uncertainties that could cause any actual plans or results to differ materially from any such statement. The information herein is not intended to be used by investors or potential investors in considering the purchase or sale of the District's bonds, notes or other obligations and investors and potential investors should rely only on information filed by the District on the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System for municipal securities disclosures, maintained on the World Wide Web at <https://emma.msrb.org/>.

**PANOCHÉ WATER DISTRICT MEETING MINUTES
SPECIAL MEETING OF THE BOARD OF DIRECTORS
May 25, 2021, at 9:00 A.M.**

A special meeting of the Board of Directors was held in accordance with Governor Newsom's Executive Orders N-25-20 and N-29-20 issued in response to the COVID-19 Pandemic, which allows local and state legislative bodies to hold meetings by web and teleconference, and to make meetings accessible to the public electronically. Those present at the meeting were:

Directors Present: Sue Redfern-West, Vice-President
Mike Stearns, Secretary
Michael Linneman, Director

Directors Absent: John Bennett, President
Ross Koda, Director

District Staff Present: Ara Azhderian, General Manager

Others Present: Philip Williams, General Counsel
Diane Rathmann, Of Counsel
Aaron Barcellos, A-Bar Ag Enterprises
Palmer McCoy, Grassland Basin Authority

ANNOUNCEMENT PURSUANT TO GOVERNMENT CODE SECTION 54952.3

Pursuant to the Brown Act, Vice-President Redfern-West announced that Directors do not receive compensation or a stipend for simultaneous or serial order meetings of Panoche Water District, Panoche Drainage District, Panoche Financing Authority, and/or the Panoche Resource Conservation District.

CALL TO ORDER

Vice-President Redfern-West called the regular meeting to order at 9:01 a.m.

REVIEW OF AGENDA

There were no changes to the Agenda.

ROLL CALL

A quorum of the Board and presence of the District's Officers were confirmed.

POTENTIAL CONFLICTS OF INTEREST

No conflicts were reported.

PUBLIC COMMENT

There was no public comment.

THE BOARD TO REVIEW AND CONSIDER ADOPTING A RESOLUTION CALLING FOR A GENERAL ELECTION ON NOVEMBER 2, 2021, OF REPRESENTATIVES TO SERVE ON THE DISTRICT'S BOARD OF DIRECTORS

General Manager Azhderian presented the Board the draft Resolution. He explained that while the District would be shifting its election cycle from odd years to even years to comply with State law, an election is still required in 2021. Azhderian said there were three Directors up for election: Mike Stearns, Michael Linneman, and Ross Koda. General Counsel Williams reviewed the election process legal requirements and milestones. After consideration, on a motion by Director Stearns, seconded by Director Linneman, the Board unanimously adopted the Resolution as presented to call for a 2021 general election.

The vote on the matter was as follows:

Ayes:	Redfern-West, Stearns, Linneman
Nays:	None
Abstain:	None
Absent:	Bennett, Koda

THE BOARD TO REVIEW AND CONSIDER ADOPTING A RESOLUTION TO IMPLEMENT A DISTRICT ELECTION PLAN TO SHIFT ODD-YEAR ELECTIONS TO EVEN YEARS

General Manager Azhderian presented the Board the draft Resolution. He explained that enactment of Senate Bill 415 resulted in the need for special districts to align their elections with general state-wide elections. Since the District had historically held its elections on odd years, Azhderian recommended the Board shorten the normal 4-year term to 3 years for the next two election cycles to effectuate the even-year alignment. After consideration, on a motion by Director Linneman, seconded by Director Stearns, the Board unanimously adopted the Resolution as presented to implement the proposed election plan.

The vote on the matter was as follows:

Ayes:	Redfern-West, Stearns, Linneman
Nays:	None
Abstain:	None
Absent:	Bennett, Koda

FUTURE MEETING DATES

The next regular meeting of the Board was scheduled for June 8, 2021, at 9:00 a.m.

ADJOURNMENT

With no further business on the agenda, Vice-President Redfern-West adjourned the meeting at 9:20 a.m.

Sue Redfern-West, Vice-President

Mike Stearns, Secretary

**PANOCHÉ WATER DISTRICT MEETING MINUTES
SPECIAL MEETING OF THE BOARD OF DIRECTORS
AND
PROPOSITION 218 ELECTION PUBLIC HEARING
June 2, 2021, at 9:00 A.M.**

A special meeting of the Board of Directors was held in accordance with Governor Newsom's Executive Orders N-25-20 and N-29-20 issued in response to the COVID-19 Pandemic, which allows local and state legislative bodies to hold meetings by web and teleconference, and to make meetings accessible to the public electronically. Those present at the meeting were:

Directors Present: John Bennett, President
Sue Redfern-West, Vice-President
Mike Stearns, Secretary
Michael Linneman, Director
Ross Koda, Director

Directors Absent: None

District Staff Present: Ara Azhderian, General Manager
John Paul Otollo, Treasurer & Controller

Others Present: Philip Williams, General Counsel
Diane Rathmann, Of Counsel
Doug Dove, Proposition 218 Engineer
Erik Helgeson, Proposition 218 Project Manager
Robert Porr, Municipal Financing Advisor
Beau Correia, KB Family Farm
Palmer McCoy, Grassland Basin Authority
Wayne Western, Hammonds Ranch
Will Gleason, West Hills Farms
Priscilla Del Bosque-Schouten

ANNOUNCEMENT PURSUANT TO GOVERNMENT CODE SECTION 54952.3

Pursuant to the Brown Act, President Bennett announced that Directors do not receive compensation or a stipend for simultaneous or serial order meetings of Panoche Water District, Panoche Drainage District, Panoche Financing Authority, and/or the Panoche Resource Conservation District.

CALL TO ORDER

President Bennett called the regular meeting to order at 9:02 a.m.

REVIEW OF AGENDA

There were no changes to the Agenda.

ROLL CALL

A quorum of the Board and presence of the District's Officers were confirmed.

POTENTIAL CONFLICTS OF INTEREST

No conflicts were reported.

PUBLIC COMMENT

There was no public comment.

REVIEW OF U.S. BUREAU OF RECLAMATION CENTRAL VALLEY PROJECT CONTRACT CONVERSION PROCESS AND PUBLIC HEARING RULES FOR PARTICIPATION

General Manager Azhderian presented a summary of the purpose and process of the Proposition 218 election. He reviewed the history of the Water Infrastructure Improvements for the Nation Act and the steps necessary to enable the conversion of the District's Central Valley Project contract, the key Proposition 218 milestones completed leading up to the public hearing, and the ground rules for presenting oral testimony.

THE PRESIDENT OF THE BOARD TO OPEN THE PROPOSITION 218 ELECTION PUBLIC HEARING

President Bennett called the public hearing to order at approximately 9:06 a.m.

THE PRESIDENT OF THE BOARD TO CLOSE THE PROPOSITION 218 ELECTION PUBLIC HEARING

After receiving all of the public testimony, President Bennett adjourned the public hearing at approximately 9:09 a.m.

THE DISTRICT'S INDEPENDENT PUBLIC FINANCE CONSULTANTS, BARTLE WELLS ASSOCIATES, TO COUNT THE BALLOTS

At approximately 9:10 a.m., President Bennett suspended the special meeting until 12:00 p.m. to allow for the counting of the ballots.

THE BOARD TO RECEIVE THE RESULTS OF THE PROPOSITION 218 ELECTION AND PROVIDE STAFF DIRECTION.

At approximately 12:00 p.m., President Bennett resumed the special meeting of the Board. The District's Proposition 218 Engineer, Doug Dove, presented the results of the election. He reported that the percentages of ballots cast for the Proposed Assessment Regarding Contractual Obligations were 87.86% in support and 12.14% in protest, and that the percentages of ballots cast for the Proposed Assessment Regarding Future Modernization Projects were 86.59% in support and 13.41% in protest. After the presentation, the Board directed staff to prepare a Resolution for consideration at the next regular Board meeting to certify the election results and levy the special assessment for the Contractual Obligations.

FUTURE MEETING DATES

The next regular meeting of the Board was scheduled for June 8, 2021, at 9:00 a.m.

ADJOURNMENT

With no further business on the agenda, President Bennett adjourned the meeting at 12:04 p.m.

John Bennett, President

Mike Stearns, Secretary

**PANOCHÉ WATER DISTRICT MEETING MINUTES
REGULAR MEETING OF THE BOARD OF DIRECTORS
AND
ENERGY SERVICE CONTRACT PUBLIC HEARING
March 08, 2022, at 9:30 A.M.**

A regular meeting of the Board of Directors was held in accordance with District Resolution 800-22 proclaiming a local emergency due to the COVID-19 pandemic and authorizing the District's legislative body to hold meetings by web and teleconference, and to make meetings accessible to the public electronically, pursuant to Assembly Bill 361. Those present at the meeting were:

Directors Present: John Bennett, President
Aaron Barcellos, Vice-President
Mike Stearns, Secretary
Steve Fausone, Director
Beau Correia, Director

Directors Absent: None

District Staff Present: Ara Azhderian, General Manager
Juan Cadena, Water Resources Manager
Lorena Chagoya, Ethics & Compliance Officer

Others Present: Philip Williams, General Counsel
Palmer McCoy, Grassland Basin Authority

ANNOUNCEMENT PURSUANT TO GOVERNMENT CODE SECTION 54952.3

Pursuant to the Brown Act, President Bennett announced that Directors do not receive compensation or a stipend for simultaneous or serial order meetings of Panoche Water District, Panoche Drainage District, Panoche Financing Authority, and/or the Panoche Resource Conservation District.

CALL TO ORDER

President Bennett called the regular meeting to order at 10:10 a.m.

REVIEW OF AGENDA

There were no changes to the Agenda.

ROLL CALL

A quorum of the Board and presence of the District's Officers were confirmed.

POTENTIAL CONFLICTS OF INTEREST

No conflicts were reported.

PUBLIC COMMENT

There was no public comment.

DIVISION REPORTS

- A. Water Resources Manager, Juan Cadena reported on water deliveries and maintenance activities. He said February's deliveries totaled 1,700 acre-feet and that last week, daily average deliveries were running approximately 10 cubic-feet per second. He said the maintenance crew had repaired 3 air vents on the Main Canal Station 7W pipeline extension, replaced trash racks at the Contour Canal Station 6E, pulled the recirculation pumps for preventative maintenance, cleaned the T-Canal and Westside drains, sprayed weeds along the San Luis Drain, and were installing stairs at the Grassland Bypass Inlet.
- B. General Manager Azhderian reported the financial accounting staff were beginning work on the fiscal-year end close out and that the water accounting staff were reviewing annual forms submittals to ensure growers wanting to reschedule 2021 water or apply for 2022 water were fully accounted for.
- C. Ethics & Compliance Officer, Lorena Chagoya reported on risk management activities for the month of February. There had been no liabilities or worker's compensation claims nor any reports to the SpeakUp Hotline, she said, however, there was one COVID-19 case, which was not workplace related, and nine internal reports had been resolved. She also said that an internal audit of the SpeakUp Hotline had determined issues with wait time and reporting and that the District was working with the service provider to resolve the issues. On employee trainings, she summarized the trainings completed during the past month, including the updated COVID-19 Prevention Program (CPP), and the job specific safety trainings scheduled for March, including pesticide hazards communications and Lock Out, Tag Out. Lastly, Chagoya reminded Board members that FPPC Form 700's are due April 1st and requested those needing to update their State mandated sexual harassment and AB1234 Ethics trainings to provide their certificates to the District as soon as possible.

PUBLIC HEARING: THE BOARD WILL HOLD A PUBLIC HEARING ON WHETHER TO ENTER INTO AN ENERGY SERVICE CONTRACT WITH FOREFRONT POWER, LLC.

At approximately 10:30 a.m., President Bennett called the public hearing to order. General Manager Azhderian provided an overview of the revisions to the feasibility analysis performed in response to Directors' questions during the previous presentation, including the solar offset and system sizing alternatives. The sizing alternatives, he explained, analyzed three systems ranging from 1.7 to 2.1 megawatts, resulting in solar offsets ranging from 61 to 97 percent across the District's previous five years energy consumption and 20-year financial savings ranging from \$7.948 to \$9.136 million. Azhderian noted the 97% offset occurred during the 2021 irrigation season, which was the District's lowest energy consumption year in the five-year analysis by about 25%. Azhderian reintroduced Brian Taylor with ForeFront Power and Jeremiah Seng with the School Project for Utility Rate Reduction (SPURR) joint powers authority. Taylor and Seng responded to specific questions from the Directors about appropriate sizing and offset levels, system reporting, potential downsides of oversizing, managing upside costs, and the early purchase option. Palmer McCoy, with the Grassland Basin Authority, requested the District consult with the GBA prior to settling on the Solar Site 2 location. After consideration, the Board directed staff to work with the GBA on the Site 2 location and with ForeFront to finalize the feasibility analysis based on the 1.9 megawatt system to target a 90% solar offset. With public comment exhausted, President Bennett adjourned the public hearing at approximately 11:45 a.m.

THE BOARD TO REVIEW AND CONSIDER A RESOLUTION AUTHORIZING EXECUTION OF AN ENERGY SERVICE CONTRACT WITH FOREFRONT POWER, LLC., AND MAKING CERTAIN FINDINGS OF EXEMPTION UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT

General Manager Azhderian presented the Board the draft Resolution. He explained adoption of the Resolution would allow for execution of the Energy Services Agreements with ForeFront Power so as to transition from the feasibility analysis to construction design and permitting in support of submitting the inter-connection applications to Pacific Gas & Electric under the current Public Utility Commission's Net Energy Metering 2 rules. Azhderian noted another important advantage of entering into a power purchase agreement is that the District would receive significant "year-1" savings while not tying up capital that could then be otherwise committed to water supply and/or infrastructure modernization projects. General Counsel Williams reviewed the California Environmental Quality Act findings and key sections of the Agreements. After consideration, on a motion by Director Correia, seconded by Director Fausone, the Board unanimously agreed with the CEQA findings and authorized execution of the Energy Services Agreement, subject to the General Manager's final negotiations.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Stearns, Fausone, Correia
Nays:	None
Abstain:	None
Absent:	None

PANOCHÉ WATER & DRAINAGE DISTRICTS' JOINT CLOSED SESSION

General Counsel Williams announced that the Panoche Water and Drainage Districts Boards would meet jointly in closed session for a conference with legal counsel on anticipated litigation pursuant to Government Code Section 54956.9, Subdivision (d), Paragraphs (1), (2), or (3).

At approximately 12:10 p.m., President Bennett called the joint closed session to order.

At approximately 2:28 p.m., President Bennett adjourned the joint closed session.

JOINT CLOSED SESSION REPORT

General Counsel Williams reported the Boards met jointly with legal counsel in closed session and took no reportable action.

PANOCHÉ WATER DISTRICT ONLY CLOSED SESSION

General Counsel Williams reported there was no need for a Water District only closed session.

THE BOARD TO REVIEW AND CONSIDER A RESOLUTION ADOPTING AN AMENDED AND RESTATED PANOCHÉ WATER DISTRICT RETIREMENT PLAN AND TRUST

General Manager Azhderian presented the Board the draft Resolution. He explained the reason for this amendment and restatement was to comply with the Internal Revenue Service regulations that require periodic review to address clerical and conforming changes that may have occurred since the last review of the Plan and that the substance of the Plan, a 3% contribution and 4% match, were unchanged. After consideration, on a motion by Director Stearns, seconded by Director Fausone, the Board unanimously accepted the recommendation.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Stearns, Fausone, Correia
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Nays:	None
Abstain:	None
Absent:	None

THE BOARD TO REVIEW AND CONSIDER A RESOLUTION DETERMINING THAT DURING THE GOVERNOR'S PROCLAIMED STATE OF EMERGENCY DUE TO THE COVID-19 PANDEMIC, MEETING IN PERSON WOULD PRESENT IMMINENT RISK TO THE HEALTH OR SAFETY OF ATTENDEES

General Manager Azhderian explained this Resolution was identical to previous versions adopted over the past few months pursuant to Assembly Bill 361, except that it further extended the timeframe in which the Board and public may meet virtually to April 7, 2022. After consideration, on a motion by Director Barcellos, seconded by Director Correia, the Board unanimously adopted the Resolution as presented.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Stearns, Fausone, Correia
Nays:	None
Abstain:	None
Absent:	None

THE BOARD TO REVIEW AND CONSIDER APPROVING A HARDSHIP REQUEST FROM TURLOCK FRUIT TO TRANSFER 200 ACRE-FEET TO WESTLANDS WATER DISTRICT

General Manager Azhderian presented the Board with the request and explained that Turlock Fruit was working to implement supplemental water acquisitions and would, again, likely be a net importer of water into the District during the 2022 irrigation season but timing differences between when these supplemental sources would be available and their immediate needs in Westlands Water District was driving the request. Azhderian noted Turlock Fruit has sufficient water on their account to cover the transfer and that the District's Operations & Maintenance Rate would be collected thereby mitigating redirected financial impacts to other District growers. After consideration, on a motion by Director Correia, seconded by Director Stearns, the Board unanimously approved the transfer request.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Stearns, Fausone, Correia
Nays:	None
Abstain:	None
Absent:	None

THE BOARD TO REVIEW AND CONSIDER AUTHORIZING EXECUTION OF A SERVICES AGREEMENT WITH PANOCHÉ DRAINAGE DISTRICT

General Manager Azhderian explained that the Services Agreement now being presented to the Water District Board was identical to the one presented, discussed, and authorized by the Drainage District Board earlier in the day. After consideration, on a motion by Director Barcellos, seconded by Director Stearns, the Board unanimously authorized execution of the Services Agreement as presented.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Stearns, Fausone, Correia
Nays:	None
Abstain:	None
Absent:	None

THE BOARD TO REVIEW AND CONSIDER ACCEPTING THE GENERAL MANAGER'S ANNUAL REVIEW OF THE DISTRICT'S INVESTMENT POLICY

General Manager Azhderian explained that the Policy requires annual review by the Board and that, in the current absence of the Controller, he had reviewed the Policy with the District's staff and financial consultants and that no changes were being recommended at this time. After consideration, on a motion by Director Correia, seconded by Director Barcellos, the Board unanimously accepted the General Manager's recommendation.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Stearns, Fausone, Correia
Nays:	None
Abstain:	None
Absent:	None

THE BOARD TO REVIEW AND CONSIDER APPROVING PAYMENT OF BILLS

General Manager Azhderian presented the Board with the District's accounts payable. After consideration, on a motion by Director Barcellos, seconded by Director Correia, the Board unanimously approved payment of the bills.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Stearns, Fausone, Correia
Nays:	None
Abstain:	None
Absent:	None

FUTURE MEETING DATES

A special meeting of the Board was scheduled for March 29, 2022 at 9:30 a.m. The next regular meeting of the Board was scheduled for March 8, 2022, at 9:30 a.m.

ADJOURNMENT

With no further business on the agenda, President Bennett adjourned the meeting at 2:50 p.m.

John Bennett, President

Mike Stearns, Secretary

**PANOCHÉ WATER DISTRICT MEETING MINUTES
SPECIAL MEETING OF THE BOARD OF DIRECTORS
March 29, 2022, at 9:30 A.M.**

A special meeting of the Board of Directors was held in accordance with District Resolution 806-22 proclaiming a local emergency due to the COVID-19 pandemic and authorizing the District's legislative body to hold meetings by web and teleconference, and to make meetings accessible to the public electronically, pursuant to Assembly Bill 361. Those present at the meeting were:

Directors Present:	John Bennett, President Aaron Barcellos, Vice-President Mike Stearns, Secretary Steve Fausone, Director Beau Correia, Director
Directors Absent:	None
District Staff Present:	Ara Azhderian, General Manager Juan Cadena, Water Resources Manager Lorena Chagoya, Ethics & Compliance Officer
Others Present:	Philip Williams, General Counsel Palmer McCoy, Grassland Basin Authority Will Gleason, West Hills Farm Services

ANNOUNCEMENT PURSUANT TO GOVERNMENT CODE SECTION 54952.3

Pursuant to the Brown Act, President Bennett announced that Directors do not receive compensation or a stipend for simultaneous or serial order meetings of Panoche Water District, Panoche Drainage District, Panoche Financing Authority, and/or the Panoche Resource Conservation District.

CALL TO ORDER

President Bennett called the regular meeting to order at 9:32 a.m.

REVIEW OF AGENDA

There were no changes to the Agenda.

ROLL CALL

A quorum of the Board and presence of the District's Officers were confirmed.

POTENTIAL CONFLICTS OF INTEREST

No conflicts were reported.

PUBLIC COMMENT

There was no public comment.

THE BOARD TO REVIEW AND CONSIDER A RESOLUTION DETERMINING THAT DURING THE GOVERNOR'S PROCLAIMED STATE OF EMERGENCY DUE TO THE COVID-19 PANDEMIC, MEETING IN PERSON WOULD PRESENT IMMINENT RISK TO THE HEALTH OR SAFETY OF ATTENDEES

General Manager Azhderian explained this Resolution was identical to previous versions adopted over the past few months pursuant to Assembly Bill 361, except that it further extended the timeframe in which the Board and public may meet virtually to April 28, 2022. After consideration, on a motion by Director Correia, seconded by Director Barcellos, the Board unanimously adopted the Resolution as presented.

The vote on the matter was as follows:

Ayes:	Bennett, Barcellos, Stearns, Fausone, Correia
Nays:	None
Abstain:	None
Absent:	None

JOINT PANOCHE DRAINAGE & WATER DISTRICTS WORKSHOP

General Manager Azhderian presented the Board a memorandum summarizing the activities and priorities of the Drainage District, the services of which are primarily performed by the Water District. He explained that the entirety of the Drainage District's services and resultant fees generally occur at four levels, on-farm, within the Drainage District, at the San Joaquin River Improvement Project, and at the Grassland Bypass Project, with the total cost ratios of the various levels generally being 20% from the Drainage District, 35% from the Grassland Bypass Project, and 45% from the San Joaquin River Improvement Project. Azhderian said that, in addition to its routine services, the immediate priorities for the Drainage District are to establish a budget and drainage service fee for the current fiscal-year so that the District can timely pay its membership dues to the San Luis & Delta-Mendota Water Authority and Grassland Basin Authority, and to issue a Request for Proposal soliciting financial auditing services. Over the next few years, he said the priorities would be to complete the annexation of new lands and the Proposition 84 funded Westside Regional Drainage Management Plan implementation projects. The Board requested staff prepare a list of key priorities for the Drainage and Water districts and an assessment of the resources necessary to achieve them, including staffing. In addition, the Board requested preparation of a maintenance plan and evaluation of a cost accounting system.

FUTURE MEETING DATES

The next regular meeting of the Board was scheduled for April 12, 2022, at 9:30 a.m.

ADJOURNMENT

With no further business on the agenda, President Bennett adjourned the meeting at 11:39 a.m.

John Bennett, President

Mike Stearns, Secretary

PANOCHE WATER DISTRICT TREASURER'S MONTHLY FINANCIAL REPORT BALANCE SHEET-CURRENT ASSETS & LIABILITIES		
	<u>March 31, 2022</u>	<u>February 28, 2022</u>
<u>CURRENT LIABILITIES</u>		
ACCOUNTS PAYABLE	\$273,368	\$59,819
PREPAYMENTS/CREDIT ACCOUNTS	-	\$403
TOTAL CURRENT LIABILITIES	\$273,368	\$60,222
<u>CASH AND INVESTMENT ACCOUNTS</u>		
O&M CHECKING	\$386,866	\$155,175
PAYROLL CHECKING	\$100,003	\$28,911
CONTRACTUAL OBLIGATION FUND MONEY MARKET	\$346,621	\$346,609
LAIF	\$3,373,257	\$3,973,257
2021A REVENUE BONDS - LAIF RESTRICTED	\$1,167,888	\$1,167,888
TOTAL CASH AND INVESTMENTS	\$5,374,635	\$5,671,841
<u>ACCOUNTS RECEIVABLES</u>		
WATER	\$1,706,549	\$342,665
GROUNDWATER MANAGEMENT FEE		\$2,656
DELINQUENT ACCOUNT CHARGES	\$116,564	\$475
OTHER	\$116,461	\$116,240
GBA NOTE RECEIVABLE	\$189,943	-
PDD NOTE RECEIVABLE	\$135,061	-
CASH ADVANCE - PROP 84	\$460,000	\$460,000
TOTAL ACCOUNTS RECEIVABLES	\$2,724,578	\$922,035
TOTAL CURRENT ASSETS	\$8,099,213	\$6,593,877
NET CURRENT ASSETS (NET CASH POSITION)	\$7,825,845	\$6,533,654

General Ledger Detail Report
Summary Report for Period 01 Ending 3/31/2022

Account Number/Description	PANOCHE WATER DISTRICT (PWD)				
	Beginning Balance	Debit	Credit	Net Change	Ending Balance
13112-000					
MECHANIC CKNG #*****8566	142,411.21	1,191,972.72	947,517.92	244,454.80	386,866.01
13412-000					
MECHANIC PR#*****7895	28,911.18	210,000.00	138,908.51	71,091.49	100,002.67
13465-000					
2021A REVENUE BONDS - LAIF	1,167,888.30	0.00	0.00	0.00	1,167,888.30
13470-000					
CONTRACTUAL OBLIGATION FUND #9745	346,609.19	11.78	0.00	11.78	346,620.97
13520-000					
LOCAL AGENCY INVESTMENT FD	3,973,256.98	0.00	600,000.00	600,000.00-	3,373,256.98
Report Total:	5,659,076.86	1,401,984.50	1,686,426.43	284,441.93-	5,374,634.93

RETURN SERVICE REQUESTED

PANOCHÉ WATER DISTRICT
 O & M ACCOUNT
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 FIREBAUGH CA 93622-9401

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1) Offer is effective as of 10/1/2021 and is subject to change or cancellation without notice. See banker for details. 2) First year interest rate will have a promo of 2.99%. Years 2 – 5 will have an interest rate at Prime + 1% fixed at signing. As of 10/8/21, the Prime Rate is 3.25%. Pricing subject to change. Prepayment penalty in the first 2 years. Prime Rate is defined as "the Prime Rate as published daily in the Money Rates section of the Wall Street Journal." Offer is for new 5-year term loan up to \$250,000 on new equipment only and does not apply to the refinance of existing loans.

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXXX8566	\$390,043.39

PUBLIC CHECKING-XXXXXXXXX8566

Account Summary

Date	Description	Amount
03/01/2022	Beginning Balance	\$320,922.53
	24 Credit(s) This Period	\$1,191,972.72
	118 Debit(s) This Period	\$1,122,851.86
03/31/2022	Ending Balance	\$390,043.39




Electronic Credits

Date	Description	Amount
03/02/2022	Remote Deposit	\$1,478.48
03/02/2022	Remote Deposit	\$5,788.18
03/04/2022	GOV DEALS 3907 GDUSFSSACH 32241	\$6,400.00
03/04/2022	Remote Deposit	\$128.39
03/04/2022	Remote Deposit	\$895.00
03/04/2022	Remote Deposit	\$114,519.76
03/08/2022	Remote Deposit	\$7,909.81
03/09/2022	Wire/In/121102036///PANOCHÉ DRAINAGE DISTRICT	\$51,090.34
03/09/2022	JE-1 MARCH 2022 LOAN INSTALLMENT PAYMENT	\$12,810.00
03/11/2022	GRASSLAND BASIN ACH Pmt 5322081893	\$17,419.00
03/11/2022	Wire/In/121140218/WESTAMERICA BANK//STATE OF CALIFORNIA	\$600,000.00
03/11/2022	Remote Deposit	\$83,008.80

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Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC CHECKING	XXXXXXXXX7895	\$100,002.67

PUBLIC CHECKING-XXXXXXXXX7895

Account Summary

Date	Description	Amount
03/01/2022	Beginning Balance	\$31,317.49
	3 Credit(s) This Period	\$210,000.00
	17 Debit(s) This Period	\$141,314.82
03/31/2022	Ending Balance	\$100,002.67

Electronic Credits

Date	Description	Amount
03/02/2022	JE-334 TRANSFER FUNDS FOR PAYROLL	\$70,000.00
03/16/2022	JE-9 TRANSFER FUNDS FOR PAYROLL	\$70,000.00
03/31/2022	JE-21 TRANSFER FUNDS FOR PAYROLL	\$70,000.00

Electronic Debits

Date	Description	Amount
03/04/2022	IRS USATAXPYMT 270246310351187	\$15,103.19
03/04/2022	PANOCHWATERDIST PE02/28/22 XXXXX2036	\$36,750.24
03/07/2022	EMPLOYMENT DEVEL EDD EFTPMT 143032096	\$2,695.78
03/07/2022	JOHN HANCOCK ACH DEBIT 0046568	\$8,135.40
03/18/2022	IRS USATAXPYMT 270247703441055	\$16,415.90
03/18/2022	PANOCHWATERDIST PE03/15/22 XXXXX2036	\$37,653.30



P.O. Box 6010
Santa Maria, CA 93456-6010
800.797.6324
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PANOCHÉ WATER DISTRICT
CONTRACTUAL OBLIGATION FUND
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The "Per Check Charge" defined on your statement represents a \$15 charge for each check that exceeds the six check limitation on your account. Refer to Mechanics Bank's Account Agreement for additional information.

Summary of Accounts

Account Type	Account Number	Ending Balance
PUBLIC MONEY MARKET	XXXXXXXXX9745	\$346,620.97

PUBLIC MONEY MARKET-XXXXXXXXX9745

Account Summary

Date	Description	Amount
03/01/2022	Beginning Balance	\$346,609.19
	1 Credit(s) This Period	\$11.78
	0 Debit(s) This Period	\$0.00
03/31/2022	Ending Balance	\$346,620.97

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.04%
Interest Days	31
Interest Earned	\$11.78
Interest Paid This Period	\$11.78
Interest Paid Year-to-Date	\$27.02

Other Credits

Date	Description	Amount
03/31/2022	INTEREST	\$11.78

Daily Balances

Date	Amount
03/31/2022	\$346,620.97

PANOCHÉ WATER DISTRICT
Account Receivable Report
Fiscal Year 03/01/2022 - 02/28/2023

Report Period 3/31/22 - 4/5/22

Report Date: 4/05/22

	Total	Water	Others
Receivable Balance as of March 31, 2022	<u>\$ 1,823,009</u>	<u>\$ 1,706,549</u>	<u>\$ 116,461</u>
Billings:	\$ -	\$ -	\$ -
Total Billings:	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
Payments Received:			
Payments Received:	\$ 454,505	\$ 451,641	\$ 2,864
Total Payments Received:	<u>\$ 454,505</u>	<u>\$ 451,641</u>	<u>\$ 2,864</u>
Receivable Balance as of April 5, 2022	<u>\$ 1,368,505</u>	<u>\$ 1,254,908</u>	<u>\$ 113,597</u>
Outstanding Accounts:			
Total Current Accounts Receivables	\$ 1,251,941	\$ 1,251,941	\$ -
Delinquent Accounts Receivables	\$ 116,564	\$ 2,967	\$ 113,597
	<u>\$ 1,368,505</u>	<u>\$ 1,254,908</u>	<u>\$ 113,597</u>
Non Current Receivables - Prior Years	\$ 4,884,841	\$ 985,646	\$ 3,899,195

PANOCHÉ WATER DISTRICT
AGED ACCOUNTS RECEIVABLE - Delinquent
As Of 3/31/2022

Name	31-60 Days	61-90 Days	Over 90 Days	Total A/R
Abbate, James	3.31	-	-	3.31
Cardella, Michelle	7.53	-	167.48	175.01
Cecilia Echeveste Survivor's Trust	25.54	-	-	25.54
De La Torre, Carlos and Jose	-	-	55.92	55.92
Hanna M&M Family Trust	32.20	-	-	32.20
Harvest Point	27.36	-	-	27.36
Imperial Merchants USA, LLC	10.59	-	235.15	245.74
J&M Enterprises	29.92	-	665.52	695.44
J&M Enterprises, Et Al	24.54	-	545.19	569.73
John S. Diedrich Farms,	221.34	-	-	221.34
Maverick Pistachios	103.41	-	-	103.41
McGrath Trust, Mary K.	9.18	-	204.33	213.51
Olam West Coast, Inc. (OSVI)	22.98	-	548.72	571.70
Terra Bella Farm Co & I Matson	26.87	-	-	26.87
	544.77	-	2,422.31	2,967.08
<u>Other</u>				
Camp 13 Drainage District	-	-	57,050.97	57,050.97
Central California Irrigation District	-	28,329.93	13,545.80	41,875.73
Grassland Basin Authority	-	-	14,669.93	14,669.93
	-	28,329.93	85,266.70	113,596.63
Total Accounts - Delinquent	544.77	28,329.93	87,689.01	116,563.71

Steve Fausone

April 6, 2022

Review Period: 2/5/2022 – 3/8/2022

Statement and documentation made available: 3/23/2022

I have reviewed the credit card documentation for the Westamerica Bank VISA account ending in 8512.

Included in the packet were credit card statement detail and supporting documentation. Activity for this time period include charges from the following cardholders:

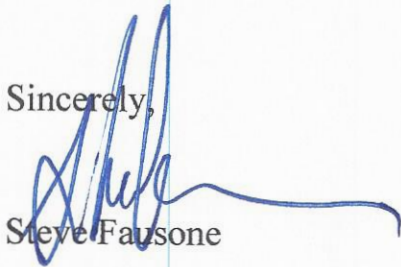
Mr. Ara Azhderian – General Manager

Mr. Juan Cadena – Director of Operations

Mr. John P. Otollo – Ex-Director of Finance and Administration. These charges are for UPS shipments and filing cabinet keys. I recommend that this account be closed and future charges be made on Mr. Azhderian's credit card.

All charges reviewed appear to be valid district related expenses complete with supporting documents.

Sincerely,



Steve Fausone

BACK

PANOCHÉ WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622
TELEPHONE (209) 364-6136 • FAX (209) 364-6122



APRIL 12, 2022, REGULAR BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 12
SELECTION OF DISTRICT OFFICERS

DATE: APRIL 7, 2022

CC: LORENA CHAGOYA, ETHICS & COMPLIANCE OFFICER

Recommendation: At the beginning of each new fiscal-year, the Board review and consider selection of District Officers.

Current District Officers:

President:	John Bennett
Vice-President:	Aaron Barcellos
Secretary:	Mike Stearns
Acting Treasurer:	Marlene Brazil

BACK

From: [Steve Fausone](#)
To: [Ara Azhderian](#)
Subject: Redfern Water Transfer Request
Date: Wednesday, April 6, 2022 5:26:44 PM

Dear Ara and the Panoche Water District Board of Directors:

I ask for your approval to transfer 120 acre feet of water to the Redfern Ranches' account in Westlands Water District in April. Redfern has an approved 2022 fallow lands water transfer from CCID to Panoche WD of 785 acre feet that will be delivered to Panoche WD over the coming months. This request is due purely to a timing issue as we have current needs in Westlands. I understand the District will apply its O&M rate to the transfer amount, if approved.

Thank you for your consideration of this request.

Best Regards,

Steve Fausone
Redfern Ranches, Inc.

BACK

**AN AGREEMENT BETWEEN PANOCHÉ WATER DISTRICT AND
THE SYLVIA, ASHLY AND LINDSAY I LIMITED PARTNERSHIP AND
THE SYLVIA, ASHLY AND LINDSAY II LIMITED PARTNERSHIP**

This Agreement to Waive the District's Delinquency Delivery Hold (the "Delinquency Delivery Hold") on water (this "Agreement") between Panoche Water District (the "District") and the Sylvia, Ashly and Lindsay I Limited Partnership (the "Sylvia I LP") and the Sylvia, Ashly and Lindsay II Limited Partnership (the "Sylvia II LP") (collectively, the "Landowners") is entered into as of the effective date below.

WHEREAS, the District is a California Water District duly organized and existing under and pursuant to the Constitution and laws of the State of California; and

WHEREAS, the Sylvia I LP owns certain lands within the District, identified as APNs: 010-030-06, 010-030-23, 010-030-24, 010-030-27, 010-030-28, 010-030-55, 010-030-56, 010-030-57, 010-030-58, 011-020-16, and 010-020-18; and

WHEREAS, the Sylvia II LP owns certain lands within the District, identified as APNs: 006-210-09, 006-210-11, 006-210-12, 011-020-17, and 011-020-19; and

WHEREAS, for purposes of this Agreement, all the above APNs are collectively referred to as the "Lands"; and

WHEREAS, the Landowners' former tenant, Dresick Farms ("Dresick Farms"), has account number 66716 (the "Delinquent Account") with the District and has an outstanding balance with the District as of April 05, 2022, of \$376,715.64, which is continuing to accrue interest and penalties (the "Outstanding Balance"); and

WHEREAS, the Outstanding Balance is for costs associated with water made available to Dresick Farms for which the District has not been paid; and

WHEREAS, Dresick Farms departed the Lands on or around the end of December, 2020; and

WHEREAS, the Lands have since been leased to a new tenant; and

WHEREAS, the District's Rules and Regulations provide that when either a landowner or a tenant of lands within the District has an account with the District that is delinquent, all delivery of water, which includes transfer, shall be withheld until such delinquent obligations have been paid in full; and

WHEREAS, for purposes of this Agreement, "Water from the Lands" is defined to include Central Valley Project water, including rescheduled water, supplemental water, and developed water, including groundwater, from or assigned to the Lands; and

WHEREAS, the District is in the process of mediating its dispute as to the Outstanding Balance with Dresick Farms; and

WHEREAS, the District's imposition of the Delinquency Delivery Hold on the Lands is creating economic hardship for the Landowners; and

WHEREAS, Water from the Lands may be put to good use within the District.

NOW, THEREFORE, the District and the Landowners (collectively, the “Parties”), agree as follows:

1. The above Recitals are true and correct and are hereby incorporated herein.
2. The Landowners agree the Outstanding Balance is due to the District and that, as the landowners of the lands associated with the Delinquent Account, under the District’s Rules and Regulations, they as the Landowners may ultimately be responsible for the Outstanding Balance.
3. At the District’s request, the Landowners shall assist the District in its efforts to recover the Outstanding Balance from Dresick Farms, which assistance may take the form of not leasing the Lands to Dresick Farms until the Outstanding Balance has been settled.
4. The District shall waive the Delinquency Delivery Hold until February 28, 2023.
5. So long as this Agreement is in effect, the Landowners shall not be responsible for any interest or penalties that accrue to the Delinquent Account.
6. Each of the respective signatories below warrant that they have the authority to bind their respective entity.
7. This Agreement shall become effective as the date last signed below.

BACK

FOR Panoche Water District:

Date: _____
Ara Azhderian, General Manager

FOR the Sylvia, Ashly and Lindsay I Limited Partnership:

Date: _____
Printed Name: _____

FOR the Sylvia, Ashly and Lindsay II Limited Partnership:

Date: _____
Printed Name: _____

Groundwater Conveyance Policy

Board Adopted – April 14, 2020

Revised January 12, 2021

District's Objectives

The District's Central Valley Project contract supply is chronically deficient and supplemental surface water supplies can be prohibitively costly and unreliable. This Groundwater Conveyance Policy (Policy) seeks to address these challenges by balancing the benefits of producing groundwater and utilizing District facilities to convey that groundwater, with the need to ensure water quality is protected, and that the costs associated with the implementation of this Policy are appropriately allocated and recovered.

Scope

This Policy applies to all landowners or water users wishing to use the District's facilities to convey groundwater. All wells affected by this Policy are subject to the Sustainable Groundwater Management Act. Landowners or water users (Requester) wishing to use the District's facilities must request to do so beforehand and agree to abide by this Policy and applicable law. Prior to use of the District's facilities, a Requester and the District will meet to inspect the Requester's well and appurtenances, review the District's policy, and to schedule a water quality test and meter calibration. The District may require modification of a Requester's facilities to address metering, safety and/or maintenance concerns prior to testing for water quality.

If a Requester qualifies to use the District's facilities to convey groundwater, the Requester will be required to sign a Groundwater Conveyance License Agreement authorizing the terms and conditions for the District's control and regulation of the use of its and the Requester's facilities.

Policy

It is the Policy of the District to allow use of District facilities to convey groundwater developed by the District and Requesters for use within the District, provided:

- 1) WATER QUALITY: The District will sample water quality once at each well-head to determine pump-in eligibility and priority, and will further test, generally daily for salinity and as appropriate for boron, at multiple sites throughout the District's to monitor blended water quality on an ongoing basis. The District assumes no responsibility for the bacterial quality of water delivered or any other constituent. This water is not intended for human consumption. The District will strive to operate in a manner that enhances the opportunity to produce groundwater by balancing water users demands, water quality, and well production by blending with surface water supplies, if available.

All Requesters must be able to meet the following water quality standards:

a) Well Head:

- i. Salinity: $\leq 1,500$ total dissolved solids (tds).

b) When the District's Central Valley Project contract allocation is $>25\%$, blended water quality in the District's facilities shall not exceed:

- i. Salinity: ≤ 800 tds at the first turnout downstream of a well discharge location;
 - ii. Boron: ≤ 5 ppm at the first turnout downstream of a well discharge location.
- c) When the District's Central Valley Project contract allocation is $\leq 25\%$, blended water quality in the District's facilities shall not exceed:
 - i. Salinity: $\leq 1,000$ tds at the first turnout downstream of a well discharge location;
 - ii. Boron: ≤ 1.0 ppm at the first turnout downstream of a well discharge location.
- d) When the District's Central Valley Project contract allocation is $\leq 10\%$, blended water quality in the District's facilities shall not exceed:
 - i. Salinity: $\leq 1,200$ tds at the first turnout downstream of a well discharge location;
 - ii. Boron: ≤ 1.2 ppm at the first turnout downstream of a well discharge location.

If these water quality standards are not met, then the District may require a Requester to terminate use of the District's facilities based upon the water quality priority established below in Section 3(b).

Upon request, the District will work with individual growers to attempt to address particularly sensitive crops and/or stages of development, for example germination.

2) GROUNDWATER SUPPLY:

- a) District's Wells: The District may elect to develop groundwater from its wells to supplement water supply to meet in-District demands. Groundwater developed by the District will be allocated to all District water users on a pro-rata acreage basis.
 - b) Requester's well(s): Those that qualify may use the District's conveyance facilities to convey groundwater to meet their crop demands in the then current water contract year (March through February). A Requester may develop groundwater at a rate greater than its instantaneous demand, providing pre-approval by the District, but may not develop more groundwater than a Requester can use in any given water contract year. Those using the District's conveyance facilities will be subject to a 10% loss factor. Groundwater cannot be pumped for transfer out of the District, groundwater substitution, or to reschedule. Requesters may develop groundwater for sale to the District and/or other District water users to help meet in-District crop demands in the then current water contract year. Groundwater purchased by the District will be at terms and a price approved by the Board of Directors.
- 3) PRIORITY: Groundwater can only be pumped when authorized by the District. The District will consider if it has sufficient demand and capacity to assimilate the groundwater and meet blended well water quality standards, location specific conveyance capacity and/or water quality constraints, and any other factors that may adversely impact District operations. The District will prioritize usage of its surface water supplies.
- a) Beneficiary:
 - i. Groundwater developed by the District for all water users, allocated on a pro-rata acreage basis;

- ii. Groundwater developed by a Requester from well(s) within the District for sale to the District for delivery to all water users, allocated on a pro-rata acreage basis;
 - iii. Groundwater developed by a Requester from well(s) within the District for delivery to the Requester's land within the District;
 - iv. Groundwater developed by a Requester from well(s) within the District for delivery to another District water user;
 - v. Requester's well(s) outside the District for delivery to the Requester's land within the District.
- b) Quality: If blended water quality standards are exceeded, the District shall require wells of the poorest water quality to terminate discharge into the District facilities, and the District will progress in order from worst to best until blended water quality standards are met. If water quality is the same among operating wells, then the priorities established under Section 3(a) will apply. The District retains the right to make a final determination as to what wells may operate.
- 4) LICENSE: If a Requester qualifies to use the District's facilities to convey groundwater, the Requester will be required to sign a Groundwater Conveyance License Agreement authorizing the manner, method, limitations, terms, and provisions for the District's control and regulation of the use of its and the Requester's facilities. The License Agreement will, among other things, grant permission to District personnel to access and operate the Requester's well, and indemnify the District.
- 5) COSTS:
- a) District Wells: All costs associated with the operation, maintenance, and capital replacement of the District's wells will be paid by the District and recovered from all water users at a per acre-foot rate. District developed groundwater will be allocated and billed on a monthly basis.
 - b) District Operations & Maintenance (O&M): All metered water deliveries through a water user's turnout, regardless of water source, will pay the District's annual O&M fee; except for groundwater utilizing a nominal portion of the District's facilities with no District pumping for which the District will only apply an administration fee;
 - c) Requester's Operations & Maintenance: All costs associated with the operation, maintenance, and/or replacement of the Requester's well will be paid by the Requester.
 - d) Monitoring: Well-head water quality testing and meter calibration costs will be paid by the Requester. Daily water quality monitoring will be paid by the Requester if delivery of the groundwater is to the Requester or another water user within the District. All other Daily water quality monitoring costs will be paid by the District and recovered as part of the District's annual O&M rate.

Review

The District's Board of Directors will review and consider this Policy at least annually, and more frequently if circumstances warrant. District staff will provide the Board a report on groundwater development and water quality on a monthly basis.

BACK

CVP Water Transfer Policy

Board Adopted – April 14, 2020

District's Objectives

The District holds a contract with the United States Bureau of Reclamation for a Central Valley Project agricultural water supply (CVP Water). The District allocates the CVP Water to eligible landowners or water users on a pro-rata acreage basis. The quantity of CVP Water made available to the District from this contract is chronically deficient and supplemental surface water supplies can be prohibitively costly and unreliable. Notwithstanding, the District also often seeks to secure supplemental sources of water supply to meet in-District water supply demands. This Water Transfer Policy (Policy) seeks to address the challenge of chronic shortages by balancing the potential benefits of transferring water with the District's need to ensure the District's water supply is protected and that the costs associated with the implementation of this Policy are appropriately allocated and recovered.

Scope

This Policy shall apply to the transfer of CVP Water. Supplemental surface water supplies, and groundwater supplies, whether developed by the District, individual landowners, or water users, are not eligible for transfer. All transfers out of the District shall require approval by the Board of Directors.

Policy

It is the Policy of the District to generally allow for the transfer of CVP Water, provided:

- 1) If the District's water supply, including CVP Water, is insufficient to meet historic in-District water supply demands, as defined by the District, water transfers out of the District will be generally prohibited. However, landowners and water users may request consideration by the Board of Directors in case of hardship. A written request for consideration explaining the hardship must be submitted to the General Manager and will be considered by the Board at its next regularly scheduled meeting.
- 2) If the District's water supply, including CVP Water, is sufficient to meet historic in-District water supply demands, as defined by the District, the transfer of CVP Water out of the District may be allowed.
 - a. All transfers must take place during the water year (March through February) in which the water was allocated. The transfer of water rescheduled into a subsequent water year is subject to the terms of the Bureau of Reclamations then current Rescheduling Guidelines.
 - b. Prior to transfer, the transferee shall pay for each acre-foot of CVP Water requested for transfer: 1) the then current CVP Water supply rate and, 2) the District's Operations & Maintenance rate, each as determined by the District and approved by the Board of Directors.

Any rate components that the District is not required to pay on transferred supplies, or any incremental chargers assessed by the Bureau of Reclamation for use of facilities to effectuate the transfer, shall be calculated and credited or paid prior to the District's request for transfer.

Review

The District's Board of Directors will review and consider this Policy at least annually, and more frequently if circumstances warrant. District staff will provide the Board a report on CVP Water transfers out of the District on a monthly basis.

BACK

SCC-440
2.2.4.22

Letter of Agreement
Contract No. 22-WC-20-5962

VIA ELECTRONIC MAIL AND U.S. MAIL

Mr. Ara Azhderian
Panoche Water District
52027 West Althea Avenue
Firebaugh, CA, 93622

Subject: Letter of Agreement Contract No. 22-WC-20-5962 for Payment of Cost Associated with the Environmental Analysis and Administrative Cost Incurred for Preparation of 1-Year Transfer for Panoche Water District (District) – Central Valley Project (Project)

Dear Mr. Azhderian:

This Letter of Agreement Contract No. 22-WC-20-5962 (Agreement) between the Bureau of Reclamation (Reclamation) and the District provides for reimbursement of Reclamation costs related to the preparation of a 1-Year Transfer of Stevenson Water District – Eastside Canal and Irrigation Company non-project water conveyance through Patterson Irrigation District for additional conveyance in Project facilities.

Appropriate Reclamation staff from various Mid-Pacific (MP) Region division offices and area offices shall participate in meetings, consultation and coordination as necessary to environmentally analyze, research, and prepare the appropriate contractual documents pursuant to this Agreement. Reclamation's team may consist of, but is not limited to, staff from the following disciplines: Contracts, Environmental, Lands, Water Rights, and Operations. The District shall be responsible for financing all actual costs incurred pursuant to this Agreement and understands that while executing this Agreement, it does not imply approval of any of the proposed actions requested.

Based upon the foregoing, the PARTIES HEREBY AGREE:

1. DISTRICT PAYMENT OBLIGATION: The District shall be responsible for advancing to Reclamation the estimated costs and ultimately paying in full, the actual costs incurred preparing and administering the District's subject activities. Reclamation's MP-Region Finance Office will provide the District with reports of the costs incurred upon request.

2. DEPOSIT AND MINIMUM BALANCE: The District will deposit with Reclamation an advance in the amount of Seven Thousand Dollars (\$7,000) which will be used to finance the total costs incurred to pursue the activities described above. The District agrees to maintain a balance in the account of Two Thousand Dollars (\$2,000) to cover anticipated costs. Whenever the account balance is less than \$2,000, an additional deposit of \$3,000 will be required and the

District shall pay such additional deposit to Reclamation within ten (10) working days of notification by Reclamation.

3. REFUND: Any unexpended funds advanced by the District pursuant to this Agreement remaining on deposit with Reclamation at the termination of this Agreement will be refunded.

4. TERM: This Agreement is effective April 20, 2022 through March 31, 2024. Agreement may be terminated prior to the end date, if either party provides the other party with thirty (30) days advance written notice. The District shall be responsible for all expenses incurred prior to the termination of this Agreement.

If the District agrees with the above, please sign the two originals of this Agreement on the signature pages and retain one signed original for your records. Please provide documentation which authorizes the individual to sign on behalf of the District. Return one signed original agreement and documentation to:

Bureau of Reclamation
Attention: Erma Leal (SCC-440)
1243 N. Street
Fresno, California 93721-1813

A down payment (DP) invoice will be forwarded to you via email. You have the option of sending the check via USPS mail or via overnight mail. Remittance of the DP Invoice and the check is directly sent to the appropriate Bank lockbox address that is imprinted on the DP Invoice. As needed, Reclamation will forward DP Invoices for subsequent funding requests. Please retain the copies for your records.

If you have any questions, please contact me at (559) 262-0350 or by electronic mail at eleal@usbr.gov or for the hearing impaired at TTY (800-877-8339).

Sincerely,

Erma Leal
Chief, Contracts Administration Branch

BACK

In Duplicate

On behalf of Panoche Water District, I concur with the foregoing:

Authorizing Official's Signature

Date

Authorizing Official's Name (Print)

Authorizing Official's Title (Print)

**Cooperative Agreement for Central Valley Project Water Exchange Pilot Project
Between Panoche Water District and Contra Costa Water District**

This is an Agreement made as of _____, 202_ between Panoche Water District, hereinafter referred to as “PWD” and Contra Costa Water District, hereinafter referred to as “CCWD”. PWD is a California Water District duly organized and existing under the California Water District Law (codified at Division 13 of the California Water Code). CCWD is a County Water District organized and existing under the California County Water District law (codified at Division 12 of the California Water Code). Throughout this Agreement CCWD and PWD may be referred to together as the “Parties”, or individually as a “Party”.

RECITALS

WHEREAS, CCWD and PWD are both Central Valley Project (CVP) contractors that receive water from the United States, through the Bureau of Reclamation (Reclamation), and PWD has the ability to schedule delivery of a portion of their CVP allocation at CCWD’s intakes for delivery to CCWD’s service area and/or storage in Los Vaqueros Reservoir, and CCWD has the ability to schedule delivery of a portion of its CVP allocation at Reclamation’s C.W. “Bill” Jones Pumping Plant (Jones Pumping Plant) for delivery to the service area of PWD; and

WHEREAS, PWD periodically has CVP allocation remaining at the end of the irrigation season that is surplus to its needs in a particular contract year; and

WHEREAS, CCWD completed expansion of Los Vaqueros Reservoir to 160,000 acre-feet in 2012 and has determined that a portion of the water stored in the expanded Los Vaqueros Reservoir could be made available over the near term to local agencies, while remaining consistent with the principles for participation in the expansion of Los Vaqueros Reservoir adopted by CCWD’s Board of Directors (Resolution No. 03-24); and

WHEREAS, CCWD and PWD recognize that use of available storage in Los Vaqueros Reservoir, along with existing CCWD facilities, to help manage available water supplies and meet the water supply objectives of PWD has potential benefits to all Parties; and

WHEREAS, PWD is a participating member of an activity agreement with the San Luis & Delta-Mendota Water Authority to participate as Local Agency Partners in development of the Phase 2 Los Vaqueros Reservoir Expansion Project (LVE Project); and

WHEREAS, transfers of CVP water between the Parties completed in the near-term will enable CCWD and PWD to demonstrate the feasibility of certain operations, including receipt of Reclamation approvals, that will be useful for the LVE Project; and

WHEREAS, transfers of CVP water between the Parties may also further Governor Newsom’s October 19, 2021 Proclamation of a State of Emergency by improving management of available water supplies by moving water to areas of need at the time water is needed, to mitigate effects of the drought.

NOW, THEREFORE, CCWD and PWD agree that the above recitals are hereby incorporated into and made a part of this Agreement, and further agree as follows:

1. DELIVERIES

This Agreement provides for an exchange pilot project of CVP water between CCWD and PWD (Exchange Project). The Exchange Project will be completed in one year and will occur in two stages. CCWD and PWD will work cooperatively to assess if conditions are favorable for implementing the Exchange Project in a given year.

Stage 1 of the Exchange Project will take place before February 28 of a given year, and will consist of the transfer from PWD of up to 3,000 acre-feet of CVP water to CCWD. CCWD will divert this CVP water at CCWD's intakes either (a) to storage in Los Vaqueros Reservoir or (b) if CCWD has a low CVP contract allocation in that year such that water stored in Los Vaqueros Reservoir is needed for water supply, for delivery to CCWD's service area in lieu of using water stored in Los Vaqueros Reservoir to meet CCWD customer demands, thus creating a storage credit for PWD in Los Vaqueros Reservoir ("PWD Stored Water"). PWD may transfer the water in Stage 1 over one or more months in accordance with schedules agreed to by CCWD and PWD, and approved by Reclamation.

Stage 2 of the Exchange Project will take place within one year of the Stage 1 transfer, and will consist of the return from CCWD to PWD of the PWD Stored Water. CCWD will use the PWD Stored Water in lieu of diverting a portion of CCWD's CVP allocation directly out of the Delta, and CCWD will transfer the CVP water not diverted to PWD. The transfer water will be diverted at the Jones Pumping Plant for delivery to PWD in the same month that PWD Stored Water is used to decrease CCWD's direct diversions of CVP water from the Delta. CCWD may transfer the water in Stage 2 over one or more months in accordance with schedules agreed to by CCWD and PWD, and approved by Reclamation

2. APPROVALS

The Parties will work cooperatively to obtain the regulatory approvals necessary to implement this Exchange Project. The Exchange Project consists of two one-year temporary transfers, which are exempt from the requirements of the California Environmental Quality Act or approval from the State Water Resources Control Board. There is a need for Reclamation to file an Environmental Assessment under the National Environmental Policy Act for the Exchange Project. The Parties shall work cooperatively to secure concurrence by Reclamation on the schedules for diversion of PWD CVP water at CCWD's intakes for delivery to CCWD and the schedules for diversion of CCWD CVP water at Jones Pumping Plant for delivery to PWD.

Each Party shall be responsible for its own staff time and related costs for obtaining approvals as described in this Section 2. The Parties may contract for outside assistance to secure these approvals, which shall be paid for through a separate cost sharing arrangement as may be agreed to by the Parties in writing. PWD shall be responsible for the full amount of Reclamation fees, if any.

The Parties agree that no Party will hold any other Party responsible for the inability to obtain regulatory agency approvals necessary for the implementation of any provisions of this Agreement, so long as each Party has acted with reasonable diligence to obtain the approvals.

3. PRICE AND PAYMENT

The cost calculation methodology for this Exchange Project is described in Exhibit A, which is attached hereto and incorporated herein by this reference as if fully set forth. CCWD will update the costs in Exhibit A annually. CCWD shall provide a separate invoice for the conveyance costs, as calculated per Exhibit A,

to PWD within 30 days of the completion of Stage 1 of the Exchange Project. CCWD shall provide a separate invoice for the storage costs, as calculated per Exhibit A, to PWD within 30 days of the completion of Stage 2 of the Exchange Project. PWD agrees to pay CCWD the amount of the invoices within 60 days of receipt of each invoice.

4. REFUND

If the Parties are unable to secure the approvals needed or are otherwise unable to complete Stage 2 of the Exchange Project prior to February 28, 2025 or such later agreed date if the period for performance is extended pursuant to Section 13 of this Agreement, CCWD agrees to reimburse PWD, within 30 days following the receipt of an invoice from PWD, for the PWD water costs associated with Stage 1, as calculated pursuant to Exhibit A.

5. REMEDIES NOT EXCLUSIVE

The use by any Party of any remedy for the enforcement of this Agreement is not exclusive and shall not deprive the Party using such remedy of, or limit the application of, any other remedy provided by law.

6. WAIVER OF RIGHTS

Any waiver at any time by any Party of its rights with respect to a breach or default, or any other matter arising in connection with this Agreement, shall not be deemed to be a waiver with respect to any other breach, default or matter.

7. NOTICES

Any notices required by this Agreement shall be deemed given upon receipt and shall be delivered or mailed, United States first-class postage prepaid, addressed as follows:

CCWD: Lucinda Shih
Water Resources Manager
Contra Costa Water District
1331 Concord Avenue
P.O. Box H2O
Concord, CA 94524

PWD: Ara Azhderian
General Manager
Panoche Water District
52027 W. Althea Avenue
Firebaugh CA 93622

Any Party may amend its address for notice by sending notice to the other Parties.

8. INTEGRATION

This Agreement constitutes the entire agreement between the Parties with respect to the matters covered by its terms. This Agreement supersedes all prior proposals, representations, negotiations, letters, or other communications between the Parties pertaining to the matters discussed herein, whether written or oral. Sections 1 through 4 of this Agreement excepted, should any provision of this Agreement be found to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall be enforced to the full extent permitted by law. Except as may be specifically provided, nothing

herein is intended to waive or abridge any rights or obligations that a Party may have pursuant to any other agreements with the United States or the State of California.

9. DISPUTE RESOLUTION

Should any dispute arise concerning any provisions of this Agreement, or the Parties' rights and obligations thereunder, the Parties shall meet and confer in an attempt to resolve the dispute. Prior to commencing legal action, the Party asserting a breach or dispute shall provide to the other Party or Parties 30 days' written notice of the intent to take such action and the basis of the dispute or alleged breach. Within 20 days of delivery of the notice, the Parties shall meet and confer in an attempt to resolve the contested issues. Each Party will designate a member of the Party's executive management to conduct the negotiation in good faith.

The Parties shall make good faith efforts to resolve all disputes related to this Agreement at the lowest possible cost, subject to the approval of the Parties' respective governing bodies. Each Party shall bear its own attorneys' fees and costs in all aspects of dispute resolution. Unless the Parties agree upon an alternative forum of dispute resolution, any litigation concerning claims and disputes related to this Agreement shall be filed in and timely prosecuted to conclusion in the Superior Court in and for Contra Costa County, and each party hereby waives its right to move to change venue.

10. INDEMNITY

In performance of this Agreement, each Party, its agents, employees, and contractors, shall act in an independent capacity and not as officers, employees, or agents of any other Party. No Party assumes any liability for the activities of any other Party in performance of this Agreement. Each Party is responsible in proportion to its fault for all liability, including but not limited to personal injury or property damage that may arise out of this Agreement, except to the extent such injury, damage, or loss was caused by the negligence or willful misconduct of any other Party, or its officers, agents, or employees. Each Party expressly agrees to defend, indemnify, and hold harmless the other Parties and their Directors, officers, agents and employees from and against any and all loss, liability, expense, claims, suits, and damages, including attorneys' fees, arising out of or resulting from the first Party's, its associates, employees', sub-consultants', or other agents' negligent acts, errors or omissions, or willful misconduct, in its performance under this Agreement.

Each Party shall be responsible for any adverse impacts to its own customers that may result from the operation or performance of this Agreement, except as arising out of or resulting from the negligent acts, errors or omissions, or willful misconduct of the other Parties, their associates, employees, sub-consultants, or other agents.

Each Party shall exercise reasonable care in the performance of its obligations and rights under this Agreement to ensure that each Party's facilities and operations, including water rights, entitlements and contracts, are not impaired or damaged.

11. MODIFICATIONS

All modifications or amendments to this Agreement shall be in writing and signed by all Parties.

12. ASSIGNMENT: SUCCESSORS AND ASSIGNS OBLIGATED

No assignment or transfer of this Agreement or any part hereof, rights hereunder, or interest herein shall be valid unless and until the assignment or transfer is approved in writing by all Parties. Thereupon, this Agreement and all of its provisions shall apply to and bind the successors and assigns of the Parties hereto.

13. EFFECTIVE DATE AND TERMINATION

This Agreement shall become effective upon execution by both Parties as indicated by the date first written above. This Agreement may be terminated by either Party, as to the terminating Party, upon thirty (30) days written notice to the other Party. If Stage 2 of the Exchange Project is not complete prior to February 28, 2025, the Parties may agree to amend this Agreement to extend the time period. Following completion of the refund procedure described in Section 4, if conditions requiring refund exist, this Agreement shall terminate unless the period for performance is extended pursuant to this Section 13.

14. SIGNATURES

This Agreement may be executed in multiple counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. The Parties agree to the use of electronic (in portable document format) or digital signatures for this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives on the date first written above.

PANOCHÉ WATER DISTRICT

By: _____
Ara Azhderian, General Manager

Approved as to legal form:

CONTRA COSTA WATER DISTRICT

By: _____
General Counsel

By: _____
Stephen J. Welch, General Manager

EXHIBIT A – Cost Calculation Methodology for PWD-CCWD CVP-CVP Transfer Pilot Project

The costs are calculated on the principle that Panoche Water District (PWD) will reimburse Contra Costa Water District (CCWD) for the actual costs for conveyance through CCWD's facilities and storage in Los Vaqueros Reservoir of the water used in the exchange. These tables show the estimated 2021 costs and are shown in dollars per acre-foot (\$/AF).

COMPONENT	COST	DESCRIPTION
<u>Water</u>		
PWD CVP Water	\$68.99/AF	2021 PWD CVP rate; actual cost will be 2021 PWD-to-CCWD CVP Transfer Rate – to be paid by PWD to Reclamation upon completion of Stage 1
CCWD CVP Water	\$51.91/AF	2021 CCWD CVP Transfer rate; actual cost will be 2022 CCWD-to-PWD CVP Transfer Rate – to be paid by CCWD to Reclamation upon completion of Stage 2
<u>Conveyance</u>		
Power	\$78.96/AF	Power cost for pumping CVP water at CCWD's Old River Pump Station (\$16.10/AF) and CCWD's Transfer Pump Station (\$62.86/AF).
Conveyance Facilities Fees	\$25.40/AF	Conveyance includes capital rental and wear and tear of facilities. Conveyance rates determined for CCWD's 2013 Pilot Storage project have been escalated by the San Francisco Engineering News Record Construction Cost Index.
SUB-TOTAL	\$104.36/AF	
<u>Storage</u>		
Los Vaqueros Facilities Fees	\$76.20/AF per year	Costs include capital rental and wear and tear of facilities. Storage rates determined for CCWD's 2013 Pilot Storage project have been escalated by the San Francisco Engineering News Record Construction Cost Index.
Reservoir O&M Costs	\$12.70/AF per year	Fixed costs include Los Vaqueros watershed O&M and property taxes and fees, escalated from 2013 values by the San Francisco Engineering News Record Construction Cost Index.
SUB-TOTAL	\$88.90/AF per year	To be prorated by month for storage less than a year; \$44.45/AF for 6 months storage
TOTAL	\$148.81/AF	Conveyance and Storage Costs paid by PWD to CCWD (assumes 6 months storage)

BACK

REQUEST FOR PROPOSAL FOR FINANCIAL AUDITING SERVICES

PREFACE AND INVITATION

Panoche Water District (the “District”) is a California water district established in 1953 with statutory authority pursuant to California Water District Law (Water Code sections 34000-38500) to provide water service to users spanning over 38,000 acres in the Central Valley of California. The District also has the power to perform all acts necessary or proper to carry out the purposes of the District (Water Code section 35400). The District is a multi-county district located on the west side of the San Joaquin Valley, spanning portions of Merced and Fresno Counties. The District’s administrative office is located at 52027 West Althea Ave., Firebaugh, CA 93622.

Through this Request for Proposal (RFP), the District invites experienced and qualified independent certified public accounting firms, licensed in the State of California, to submit proposals to perform specified financial auditing functions in accordance with the following.

NATURE OF SERVICES REQUIRED

The Auditing services desired by the District are as follows:

- 1) Period of Audit: The initial audit will cover the fiscal-year March 1, 2021 through February 28, 2022. The second audit will cover the fiscal-year March 1, 2022 through February 28, 2023. The third audit will cover the fiscal-year March 1, 2023 through February 29, 2024. The engagement will be for three (3) years, with the understanding that the term may be extended to successive fiscal years upon mutual agreement. For continuity, the District prefers to maintain satisfactory services from a qualified firm for a minimum period of three to five years.
- 2) Audit: The scope of the audit includes an examination of all books, records, and accounts of the District in sufficient detail to express an opinion on the financial statements as a whole. The audit shall be performed in accordance with Generally Accepted Auditing Standards (GAAS) in the United States, issued by the Comptroller General of the United States, and Governmental Accounting Standards Board (GASB) Statement requirements.
- 3) Express an opinion on the financial statements as to whether they present fairly, in all material respects, the financial position of the District and the changes in financial position in conformity with generally accepted accounting principles (GAAP), and issue an independent auditor’s report stating this opinion.
- 4) The audit may also include issuance of possible necessary special reports to comply with applicable laws and regulations. Included within these laws and regulations are the Single Audit Act of 1984 (P.L. 98-502) and the Single Audit Act Amendments of 1996 (P.L. 104-156).
- 5) Up-to 1.5 hours of attendance at one meeting with the District’s ad-hoc finance committee to present the draft audited financial statements and approximately .5 hours of attendance to present the final draft financial statements to the Board of Directors at a regularly scheduled meeting.

REPORTS REQUIRED

The following reports shall be provided to the District at the completion of the audit in accordance with the District's audit instructions cited above:

- 1) Financial Statements: A report on the examination of the financial statements of the District, including all accounts and funds. The financial statements and the notes to the financial statements will be prepared, in draft, by the District.
- 2) Management Letter: A Management Letter prepared by the auditor which shall include, as appropriate: findings, observations, opinions, comments or recommendations with regard to systems of internal control, accounting systems, compliance with laws, rules and regulations, or any other material matter that may come to the attention of the auditor during the course of the examination. Such findings, observations, opinions, comments or recommendations shall not be construed as special or additional studies, but shall be limited to those usually associated with such an examination.

REPORTING DEADLINES

Financial Statements and Management Letter: The auditor shall submit 6 copies of the audited Financial Statements and 6 copies of the Management Letter by October 30 in each calendar year of the engagement. In addition, an PDF version of both reports will be provided by the auditing firm at the same time.

QUALIFICATIONS

Proposals will be accepted from firms with demonstrated experience and competency in governmental or nonprofit organization auditing. The minimum qualifications for submitting proposals are:

- 1) The firm must have as existing clients at least three public agencies or nonprofit organizations in California; and during the past five years the firm must have audited at least three such public agencies or nonprofit organizations.
- 2) Members of the audit team shall be experienced in governmental accounting and accounting information systems. This shall include the senior member "in charge", who shall have at least five years recent experience in auditing such agencies or organizations.

MEETINGS AND TIMING

A pre-audit conference will be held with designated District staff to review and discuss the schedule of the audit and the responsibility and method of preparation for the audit working papers. The auditor will commence the pre-audit examination at a date mutually agreeable with the District.

METHOD AND BASIS OF COMPENSATION

Proposals shall set forth an estimate of the total required hours, an estimate of out-of-pocket expenses, and the resulting all-inclusive total maximum fee for which the requested work will be done. Required attendance, as stated above, shall be considered in calculating the fee proposed. Any requested attendance beyond the required two meetings will be compensated for on an hourly rate basis. Progress

payments may be made on work completed during the course of the engagement but interim billings shall cover a period of not less than a calendar month.

ADDITIONAL SERVICES

Proposals shall contain provisions to the effect that in the event disclosures in the audit indicate extraordinary circumstances that warrants more intensive and detailed services, the Proposer shall provide all pertinent facts relative to the extraordinary circumstances, together with the Proposer's fee for such additional services to the District for consideration.

The District may issue bonded indebtedness in future years that may require the preparation of standard disclosure documentation. The District's financial statements may be included as part of these documents. Please describe the auditors required participation in this process, if any, and include an estimate of any applicable costs.

ASSISTANCE AVAILABLE TO PROPOSER

A copy of the most recent audit report can be found on the District's web site.

FORMAT OF THE PROPOSAL

Your proposal should be organized in the manner specified below.

- 1) Title Page: Show the proposal subject, the name of your firm, local address, telephone number, name of the contact person, email address, and the date of submission. If the firm has more than one office, state which office will be responsible for providing services.
- 2) Table of Contents: Include a clear identification of the materials by section and by page number.
- 3) Letter of Transmittal: Limit of two pages.
 - a. Briefly state your understanding of the work to be done and discuss how you will ensure the work is completed within the required time period.
 - b. State the all-inclusive fee for which the work will be done showing the hourly rate and estimated hours for each staff classification.
 - c. Give the names of the person or persons authorized to make representations for you, their title, address, telephone number, and email address.
 - d. State that the person signing the letter will be authorized to bind the proposal.
 - e. Signature
- 4) Profile of the Proposer:
 - a. State whether your firm is local, national, or international.
 - b. Give the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors, and other professional staff employed at that office. Indicate the percentage of professional staff who are CPA's.

- c. Describe the range of activities performed by the local office.
 - d. State why your firm is qualified to perform the engagement.
- 5) Qualifications:
- a. Identify the partner who will work on the audit, including staff from other than the local office, if any. Resumes for each person assigned to the audit should be included. Include a statement that any personnel substitutions by the audit firm will be of equally qualified personnel.
 - b. Describe recent local office auditing experience for government or non- profit agencies. Also, describe any recent audits which your local office has performed similar to the type of audit requested.
 - c. Describe your personnel rotation policy or other policies to enhance independence and provide new insight into the audit process.
 - d. Affirm that the proposer meets the independence standards as defined by the U.S. General Accounting Office's Government Auditing Standards (2011 revision).

PROPOSAL DEADLINE

- 1) A minimum of two (2) copies of the proposal should be forwarded to:

Ara Azhderian
Panoche Water District
52027 West Althea Ave.
Firebaugh, CA 93622

OR in PDF format to aazhderian@panochewd.org

- 2) Proposals must be received at the above location no later than 5:00 p.m., May 3, 2022.

EVALUATION OF PROPOSALS

The District's selection of an auditor will be dependent upon both the fees and technical expertise. The following factors will be considered in determining which, if any, of those submitting proposals shall be selected.

- 1) Responsiveness of the proposal in clearly stating an understanding of the work to be performed.
- 2) Technical experience of the firm.
- 3) Qualifications of the staff who will actually perform significant audit services under this proposal.
- 4) Cost of the work to be performed.

Proposals submitted will be reviewed by District staff and ad-hoc finance committee. A summary report will be presented to the Board of Directors for final determination. The evaluation process will be directed primarily at those capabilities and advantages which are clearly shown in the written proposal; however, the District may request any or all firms to make oral presentations during the evaluation process. It is anticipated that a firm will be selected by May 10, 2022.

The District shall be the sole judge of the proposal, and particularly, which proposal best meets the needs of the District. The District reserves the right to accept the lowest priced proposal which is responsive to and which substantially meets the District's requirements, and to negotiate with the Proposer if it is in the best interest to do so. The District reserves the right to reject any and all proposals submitted and to request additional information from the proposer.

Thank you in advance for your interest in the District and your attention to this request.

Respectfully,

Ara Azhderian
General Manager

PANOCHE WATER DISTRICT

52027 WEST ALTHEA AVE, FIREBAUGH, CA 93622
TELEPHONE (209) 364-6136 • FAX (209) 364-6122



APRIL 12, 2022, REGULAR BOARD MEETING MEMORANDUM

TO: BOARD OF DIRECTORS

FROM: ARA AZHDERIAN, GENERAL MANAGER

SUBJECT: AGENDA ITEM 20
INVITATION FOR BIDS - BACKHOE

DATE: APRIL 7, 2022

CC: CHRIS CARLUCCI, MAINTENANCE MANAGER

Recommendation: Authorize issuance of an Invitation for Bids to purchase a new backhoe.

Background: The backhoe is one of the most frequently used pieces of equipment by the maintenance crew. The District currently has 3 backhoes in mediocre to poor condition. Repair costs have been about \$25,000 per year. In addition to reliability issues, the machines are configured differently, which presents operational and safety issues.

Proposal: The District is in the process of identifying and liquidating surplus equipment. Receipts from these sales could be applied to the purchase of a new backhoe, potentially offsetting half of the purchase price. A new backhoe is estimated to cost up-to \$250,000. The lead time for deliveries is currently about 9 months. By issuing the IFB now, the District will have approximately a year to liquidate surplus equipment to help fund the new backhoe. The balance of the purchase could be funded from idle cash so there would be no impact upon the 2022 Operations & Maintenance rate previously set by the Board, if the machine was delivered in the current fiscal-year. The backhoe could be purchase over time; however, interest rates to finance the purchase currently range between 3 to 7% and the District's idle cash is currently earning approximately .25%, so it would be more cost effective to purchase the machine out right. If purchased today, the reduction in idle cash would be approximately 4%.

Backhoe Specs for the IFB:

BOOMS, STICKS, AND LINKAGES: 17 foot boom, center pivot excavator style backhoe with electrohydraulic operated joystick, hydraulic controls with pattern changer valve, electrohydraulic operated stabilizer controls, boom transport lock, and swing transport lock, street pads stabilizer shoes, anti-drift hydraulics (Boom, Stick and E-Stick), and bucket level

indicator, lift cylinder brace, “return-to-dig” auto bucket positioner, self-leveling loader with single lever control, transmission neutralizer switch, and single tilt loader.

POWERTRAIN: At least, net 130 horsepower, direct injection turbo charged engine, US EPA Tier4 Final Emissions Compliant, with Selective Catalytic Reduction (SCR), water separator with service indicator, thermal starting aid system, dry-type axial seal air cleaner with integral pre-cleaner, automatic dust -ejection system and filter condition indicator, hydraulically boosted multi-plate wet disk brake with dual pedals and interlock differential lock, spring applied hydraulic release (SAHR) parking brake, high ambient cooling package, torque converter, autoshift transmission with 6 forward -and 3 reverse gears and neutral safety switch, spin-on fuel, engine oil, transmission, and oil filters, outboard planetary rear axles, open circuit breather.

HYDRAULICS: Load sensing, variable flow system with 55 gallon per minute axial piston pump, 6 micron hydraulic filter, O-ring face seal hydraulic fittings, hydraulic oil cooler, pilot control shutoff switch, open center with flow summation, hydraulic suction strainer.

ELECTRICAL: 12 volt electrical start, 150 ampere alternator, horn and backup alarm. hazard flashers and turn signals, halogen head lights (4), halogen rear flood lights (4), stop and tail lights, audible system fault alarm, key start/stop system, 1.000 CCA maintenance free battery, battery disconnect switch, external/internal power receptacles(12v), diagnostic ports for engine and machine, electronic control modules, remote jump start connector.

OPERATOR ENVIRONMENT -Lighted gauge group -Interior rearview mirror -ROPS canopy, Rear Fenders -2-inch retractable seat belt, tilt steering column, steering knob, hand and foot throttle, automatic engine speed control, one touch low idle, floor mat and coat strap, lockable storage area, air suspension seat.

OTHER STANDARD EQUIPMENT: hydrostatic power steering, standard storage box, transport tie-downs, ground line fill fuel tank with 44 -gallon capacity, ground line fill diesel exhaust fluid -tank with 5-gallon capacity, rubber impact strips on radiator guards, bumper, CD-ROM Parts Manual, backhoe safety manual, operations and maintenance manual, lockable hood, tire valve stem protection, long life coolant -30C (-20F), counterweight - 974kg / 2147lbs.

BACK

INVITATION FOR BIDS

Attachments

Attachment A – Specifications

Attachment B – Bid Schedule

Attachment C – Agreement

Section 1.01. General:

Notice is hereby given that the Panoche Water District (“District”) will receive sealed bids (“Bids”) for the purchase of one backhoe loader, in accordance with the attached specifications.

BID DUE DATE / TIME:	_____
	4:00 p.m. (Local Time)
SUBMIT PROPOSALS TO:	Panoche Water District 52027 West Althea Avenue Firebaugh, CA 93622
DISTRICT CONTACT	Elisa Cardoza, Contracts Administrator Phone: 209-364-6136 Ext. 21 E-Mail: ecardoza@panochewd.org

All equipment bid shall be new, not refurbished, and a model in current production (not a discontinued model or prototype).

The Bid price shall include the cost of the equipment as specified in **Attachment A**, Specifications, including all applicable taxes and delivery charges for delivery to the District address identified above no later than _____.

This purchase will be funded with public funds, so compliance with state laws and regulations is required, including as referenced in the attached Agreement. Bidders listed as suspended or debarred in the government wide exclusions in the federal System for Award Management (SAM) are not eligible to bid or be awarded a contract hereunder.

Section 1.02. Questions and Addenda:

Any questions from potential Bidders regarding this IFB may be directed in writing to Elisa Cardoza by e-mail at ecardoza@panochewd.org no later than five (5) working days before the time specified for submittal of Bids. The District is not obligated to respond to any question unless it is timely submitted in writing as required. Bidders are requested not to contact other District staff or Board members in connection with this selection process. Bidders who violate this request may be disqualified from further consideration.

The District will reply regarding substantive issues by addenda which will be distributed to Bidders who have requested this IFB from the District. Questions received after the deadline may not be answered. Only questions answered by formal written addenda will be binding. Oral responses, or email responses, shall not be binding on the District.

Bidders are encouraged to submit questions regarding any ambiguity, uncertainty, or other perceived flaw in this IFB as soon as the issue is identified. Any such issue which is not raised

prior to the deadline to submit Bids shall be waived, and the District will not consider any challenge based on the contents, structure, or terms of this IFB after the bidding deadline.

The District reserves the right to cancel or revise this IFB in part or in its entirety. If the District cancels or revises this IFB, then it will do so by addenda. The District also reserves the right to extend the date responses are due.

Section 1.03. Bidding Requirements:

Submit Bids in a sealed envelope, marked “**BID FOR PWD BACKHOE LOADER — DO NOT OPEN**” and include the Bidder’s company name and address on the envelope. Bids must be submitted on or before the deadline specified above. Late Bids will not be accepted.

The Bid shall consist of **Attachment B** (Bid Form) and any literature necessary to demonstrate that the proposed equipment meets the specifications. The Bid Form shall be signed by an individual who is authorized to bind Bidder contractually. The signature block must indicate the title or position that the individual holds in the firm. **An unsigned bid, or a bid that is not submitted on the attached Bid Form, shall be rejected.**

Bids shall be valid and may not be withdrawn for a period of sixty (60) days after the Bid due date.

Bidders shall develop and submit their Bid at their own expense. The District will not reimburse any costs associated with the development and submittal of any Bid.

Section 1.04. Contract Award:

The District does not discriminate on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, military and veteran status, or other protected class in consideration for an award of a contract.

The District reserves the right to award the Agreement, to reject any or all Bids, to waive immaterial irregularities in a Bid, and to reject nonresponsive or conditional Bids or non-responsible Bidders.

If the District awards the Agreement under this IFB, then the award shall be to the lowest responsible Bidder meeting the specifications of the IFB.

The District shall identify the selected Bidder either in a Notice of Intent to Award the Agreement provided to Bidders that submitted Bids on the IFB or in the Board agenda for the meeting at which the Agreement is to be awarded.

If the lowest responsible Bidder fails or refuses to execute the Agreement, then the District may, in its discretion, award the Agreement to the second-lowest responsible Bidder. If the second-lowest responsible Bidder fails or refuses to execute the Agreement, then the District may, in its discretion, award the Agreement to the third-lowest responsible Bidder.

**ATTACHMENT A
SPECIFICATIONS**

DRAFT

ATTACHMENT B BID SCHEDULE

SUBMITTED BY: _____

Name of Bidder

Address

Phone #/Email

The undersigned represents that Bidder has carefully examined the IFB, including the proposed Agreement, and all Addenda, and represents that this Bid is submitted in strict conformity with all requirements of the IFB. Bidder has notified the District of any discrepancies, ambiguities, or errors or omissions in the IFB or Agreement. Bidder hereby proposes and agrees to furnish and provide all equipment, shipping, and other labor necessary and required for the expeditious delivery of the equipment in strict conformity with the requirements of the Agreement.

Bidder acknowledges receipt of the following Addenda (Include All Addenda Received):

NO. _____ DATE _____

NO. _____ DATE _____

Item No.	Material	Quantity	Unit	Unit Cost	Amount
1					
Total Amount:					
Delivery Date:					

Bid amounts shall include all loading, freight, taxes, and other fees as required to deliver the Backhoe Loader to:

**Panoche Water District
52027 West Althea Ave.
Firebaugh, CA 93622**

The undersigned has the authority to bind, and does bind, Bidder to this Bid. By submitting this Bid, the Bidder represents that it is not listed as suspended or debarred in the government wide exclusions in the federal System for Award Management (SAM).

Signature of Individual authorized to bind Bidder_____
Title_____
Print Name_____
Date

Specifications

ATTACHMENT C AGREEMENT

This agreement ("Agreement") is made and entered into this ____TH day of _____, by and between the Panoche Water District, acting by and through its Governing Board ("District") and _____, ("Supplier"). District and Supplier may be referenced herein individually as "Party" or collectively as the "Parties."

The following Exhibits are incorporated fully into and made a part of this Agreement:

- Exhibit A – Specifications
- Exhibit B – Supplier's Bid
- Exhibit C – Federal Requirements

WITNESSETH, that for and in consideration of the mutual promises, covenants, agreements, and conditions herein contained, the Parties agree as follows:

1. **THE EQUIPMENT:** Supplier agrees to furnish all equipment agreed to be furnished to the District hereunder in strict conformity with the Agreement, including **Exhibit A** (Specifications), the descriptive literature included in **Exhibit B** (Supplier's Bid), and **Exhibit C** (Federal Requirements).
2. **DELIVERY:** The Equipment is to be delivered to the following location: LOCATION (TBD exact location)
3. **TIME FOR DELIVERY:** The Parties hereby agree that the Equipment shall be delivered no later than _____.
4. **CONTRACT PRICE AND PAYMENT:** As compensation for the Equipment, the District shall pay or cause to be paid to Supplier, and Supplier shall accept, the sum of one hundred fifty thousand, thirty six dollars (_____). Payment will not be made until all Equipment is delivered and accepted by the District.
5. **TERMINATION:** This Agreement may be terminated for default by the District if Supplier fails in any material particular to comply with the terms of this Agreement. This Agreement may be terminated for convenience at the District's discretion, with or without cause, at any time prior to delivery of all equipment purchased hereunder. In the event of termination for convenience, Supplier shall be paid for all compliant equipment which has been delivered and accepted by the District and Supplier's reasonable costs of preparing to perform for all other equipment, including shipping or inspection costs paid for equipment which is not accepted, but excluding any restocking or other return or cancellation fee charged by Supplier.
6. **EXECUTION OF CONTRACT:** IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named Parties, on the day and year first above written.

SUPPLIER:

By: _____
[NAME, POSITION]

PANOCHÉ WATER DISTRICT

52027 West Althea Avenue
Firebaugh, CA 93622

By: _____
Ara Azhderian, General Manager

EXHIBIT B
SUPPLIER'S BID (WITH DESCRIPTIVE LITERATURE)

DRAFT

EXHIBIT C FEDERAL REQUIREMENTS

SECTION 1.01. GENERAL.

By entering into this Agreement, Supplier hereby agrees to comply with all applicable state, Federal, and local laws and regulations. Failure of the Supplier to comply with any applicable law or regulation may be the basis for withholding payments and/or termination of this Agreement.

SECTION 1.02. EQUAL EMPLOYMENT OPPORTUNITY/ANTI-DISCRIMINATION.

- A. Supplier shall comply with all anti-discrimination and equal opportunity statutes, regulations, and Executive Orders that apply to the expenditure of funds under Federal contracts, grants, and cooperative Agreements, loans, and other forms of Federal assistance. Supplier shall comply with Title VI or the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and any program-specific statutes with anti-discrimination requirements. Supplier shall comply with civil rights laws including, but not limited to, the Fair Housing Act, the Fair Credit Reporting Act, the Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, the Equal Educational Opportunities Act, the Age Discrimination in Employment Act, and the Uniform Relocation Act.
- B. Supplier shall comply with 41 CFR 60-1.4(b). During the performance of this Agreement, Supplier agrees as follows:
- (1) Supplier will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Supplier agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - (2) Supplier will, in all solicitations or advertisements for employees placed by or on behalf of Supplier, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 - (3) Supplier will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired

about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Supplier's legal duty to furnish information.

(4) Supplier will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) Supplier will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) Supplier will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of Supplier's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Supplier may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) Supplier will include the above provisions in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. Supplier will take such action with respect to any subcontract or purchase order as the District or the United States Bureau of Reclamation may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event Supplier becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, Supplier may request the Authority or United States to enter into such litigation to protect the interests of the United States.

SECTION 1.03. ANTI-KICKBACK.

Contractor shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3)

SECTION 1.04. FEDERAL ACCESS TO RECORDS.

Supplier shall allow access by representative(s) from the Bureau of Reclamation and/or the Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Supplier which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Supplier shall maintain all books, documents, papers, and records directly pertinent to the Agreement for three (3) years after the District makes the final payment to Supplier.

SECTION 1.05. CLEAN AIR AND CLEAN WATER ACTS.

Supplier shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. sections 7401-7671q), the Clean Water Act (33 U.S.C. sections 1251-1387), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 35, subpart E, Appendix C-2), which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included in the United States Environmental Protection Agency List of Violating Facilities.

SECTION 1.06. RESTRICTIONS ON LOBBYING (43 CFR §18).

Contractor agrees to comply with 43 CFR 18, New Restrictions on Lobbying. If the contract is amount is over \$100,000, then Contractor certifies, to the best of its knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than the Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying” in accordance with its instructions.

3. Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

DRAFT

PANOCHÉ WATER DISTRICT RESOLUTION NO. 806-22

A RESOLUTION DESIGNATING AUTHORIZED SIGNATORIES TO THE DISTRICT'S MECHANICS BANK ACCOUNTS TO EXECUTE BANKING TRANSACTIONS SIGN CHECKS, MAKE ACCOUNTS TRANSFERS, AND WIRE TRANSFERS AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

RECITALS

WHEREAS, the Board desires to update the names and positions authorized to execute checks drawn on the District's Mechanics Bank accounts, as well as those authorized to engage in wire transfers and other banking transactions, including but not limited to online banking, and to provide for execution of any additional agreements required to update the District's accounts.

WHEREAS, the Board declares that the following are no longer authorized to execute checks, engage in wire transfers, and/or undertake any other banking transactions, effective immediately, and shall be removed from the District's accounts:

John Paul Otollo, Former Treasurer & Controller
Michael Linneman, Former Board member
Ross Koda, Former Board member
Suzanne Redfern-West, Former Board member

WHEREAS, the Board declares that the following are hereby authorized to execute checks, engage in wire transfers, and/or undertake any other banking transactions, effective immediately, and shall be confirmed or added to the District's accounts:

John Bennett, Director
Aaron Barcellos, Director
Mike Stearns, Director
Steve Fausone, Director
Beau Correia, Director
Marlene Brazil, Acting Treasurer & Accounting Supervisor
Ara Azhderian, General Manager

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The Board of Directors of the Panoche Water District hereby finds and determines the above Recitals are true and correct and are incorporated herein by this reference.
2. The General Manager, or his designee, is hereby authorized to execute and deliver such agreements, documents and other instruments, and to perform such other acts as may be required by Mechanics Bank to recognize persons authorized to execute checks, engage in wire transfers, and/or undertake any other banking transactions on behalf of the District.

3. Insofar as Mechanics Bank requires a specific form of resolution in order to carry out the actions of this Resolution, such resolution as may be required is deemed to be hereby incorporated by this reference into this Resolution, as though fully set forth herein.

PASSED AND ADOPTED this 12th day of April 2022, in a duly noticed and open meeting of the Board of Directors by the following vote, to wit:

Ayes:

Nays:

Abstain:

Absent:

BACK

John Bennett, President

Attest: _____
Mike Stearns, Secretary

PANOCHÉ WATER DISTRICT				
ACCOUNTS PAYABLE LIST				
PAYMENTS RUN FROM 3/9/2022 TO 4/12/2022				
		MECHANICS O & M CHECKING # 8566		
DATE	CHECK NUMBER	NAME	CHECK AMOUNT	MEMO
3/9/2022	40179	APPL, INC.	\$ 199.00	DMC & GBP WATER SAMPLES
3/9/2022	40180	BAKER SUPPLIES	\$ 206.74	REPAIRS FOR RIDING MOWER
3/9/2022	40181	BAKER MANOCK & JENSEN	\$ 472.24	LEGAL SERVICES FOR FEB 2022
3/9/2022	40182	BEST BEST & KRIEGER	\$ 3,017.50	LEGAL SERVICES FOR JAN 2022
3/9/2022	40183	BOB'S TIRE	\$ 35.00	USED TIRE # 12B
3/9/2022	40184	JUAN CADENA	\$ 20.00	REIMBURSEMENT FOR MEDICAL TEST
3/9/2022	40185	CENTRAL DELTA-MENDOTA GSA	\$ 3,700.00	MEMBERSHIP CONTRIBUTION 2022/2023
3/9/2022	40186	DEL PUERTO WATER DISTRICT	\$ 1,670.09	CCWD TRANSFER COST 2021 - COST SHARE
3/9/2022	40187	LIGHTHOUSE DOCUMENT TECHNOLOGIES, INC.	\$ 498.00	LEGAL CONSULTANT JAN & FEB 2022
3/9/2022	40188	FENNEMORE DOWLING AARON	\$ 49.00	LEGAL SERVICES JAN 2022
3/9/2022	40189	FEDERAL EXPRESS	\$ 207.41	GBP SHIPPING
3/9/2022	40190	FENTON & KELLER	\$ 5,100.50	LEGAL SERVICES JAN 2022
3/9/2022	40191	GILTON SOLID WASTE MANAGEMENT	\$ 405.22	WASTE DISPOSAL SERVICE JAN 2022
3/9/2022	40192	INTRADO ENTERPRISE COLLABORATION, INC.	\$ 187.96	TELEPHONE CONFERENCE LINE FEB 2022
3/9/2022	40193	KCOE ISOM	\$ 14,485.00	ACCOUNTING SERVICES JAN 2022
3/9/2022	40194	LAW OFFICE OF WILLIAM C. HAHESY	\$ 1,400.00	LEGAL SERVICES JAN 2022
3/9/2022	40195	MARFAB	\$ 51.06	WELDING SUPPLIES
3/9/2022	40196	MCGUIRE BOTTLED WATER	\$ 105.95	DRINKING WATER
3/9/2022	40197	MIXMED PHARMACY	\$ 199.00	ONSITE VACCINATIONS
3/9/2022	40198	MOORE TWINING	\$ 80.00	DOMESTIC WATER PLANT SAMPLES
3/9/2022	40199	NAPA AUTO PARTS	\$ 228.74	PARTS FOR # 75A & # 70
3/9/2022	40200	PURCHASE POWER	\$ 389.56	POSTAGE REFILL
3/9/2022	40201	TEE DEE US	\$ 740.75	REPAIR # 4B
3/9/2022	40202	THOMAS LAW GROUP	\$ 1,575.00	LEGAL SERVICES JAN & FEB 2022
3/9/2022	40203	VERIZON WIRELESS	\$ 1,505.23	CELL PHONE & GPS SERVICE
3/9/2022	40204	WATER RECLAMATION	\$ 287.82	REPAIR # 10W
3/9/2022	40205	WELLS FARGO VENDOR FINANCIAL SERVICE	\$ 348.76	COPIER LEASE MAR 2022
3/9/2022	40206	ZOOM IMAGING SOLUTIONS	\$ 10.14	COPIER LEASE LESS: CHARGE COLLECTION
3/9/2022	40207	YOUNG'S AIR CONDITIONING	\$ 1,576.00	SEMI ANNUAL SERVICE OFFICE & DISTRICT HOUSE AIR CONDITIONING SERVICE & REPAIR AC HOUSE # 2
3/9/2022	40208	LIEBERT CASSIDY	\$ 3,159.00	LEGAL SERVICES JAN 2022
3/23/2022	40209	AMAZON/SYNCH	\$ 1,496.12	DISTRICT SUPPLIES
3/23/2022	40210	APPL, INC.	\$ 60.00	GBP WATER SAMPLES
3/23/2022	40211	BOB'S TIRE	\$ 1,097.60	TIRES FOR # 67T, # 54, # 11A & MAINTENANCE ON # 13A
3/23/2022	40212	BRYANT JOLLEY	\$ 1,050.00	CONSULTING FEE FEB 2022
3/23/2022	40213	BRYCE ROSE MOBILE	\$ 420.00	REPAIR # 70
3/23/2022	40214	LORENA CHAGOYA	\$ 37.77	REPLACEMENT CK FOR LOST CK - LUNCH MEETING & MILEAGE
3/23/2022	40215	FEDERAL EXPRESS	\$ 436.34	GBP SHIPPING & DISTRICT SHIPPING
3/23/2022	40216	CORELOGIC INFORMATION SOLUTIONS	\$ 200.00	APN RESEARCH
3/23/2022	40217	FRASIER IRRIGATION INC.	\$ 52,410.15	MAIN LINE RENTAL DMC WELLS - 9 MONTHS RENTAL
3/23/2022	40218	FRESNO COUNTY TAX COLLECTOR	\$ 221.02	PROPERTY TAX ON DISTRICT HOUSES
3/23/2022	40219	GARTUNG CONSULTING	\$ 8,468.80	CONCEPTUAL DESIGN PHASE OF WATER TREATMENT PLANT PRELIMINARY REPLACEMENT DESIGN
3/23/2022	40220	MIKE GONZALEZ	\$ 7.98	REPLACEMENT CK FOR LOST CK - ICE FOR GBP SAMPLES
3/23/2022	40221	HALLMARK GROUP	\$ 1,487.50	CONSULTING FEE FEB 2022

	CHECK		CHECK	
DATE	NUMBER	NAME	AMOUNT	MEMO
3/23/2022	40222	HCL MACHINE WORKS INC.	\$ 221.01	REPAIR # SJ40
3/23/2022	40223	HOFFMAN SECURITY	\$ 341.40	OFFICE & SHOP SECURITY
3/23/2022	40224	HOME DEPOST CREDIT SERVICES	\$ 82.42	PART FOR HOUSE # 4 & MARKING PAINT
3/23/2022	40225	RALPH MARQUEZ	\$ 86.99	BOOT REIMBURSEMENT
3/23/2022	40226	MOORE TWINING	\$ 80.00	DOMESTIC WATER PLANT SAMPLES
3/23/2022	40227	NAPA AUTO PARTS	\$ 174.99	BATTERY FOR # 48A
3/23/2022	40228	OFFICE CITY	\$ 177.04	COPIER PAPER
3/23/2022	40229	PINNACLE HEALTHCARE	\$ 125.00	COVID TESTING EMPLOYEE
3/23/2022	40230	SANTOS FORD	\$ 1,106.24	REPAIR # 30
3/23/2022	40231	SAVEMART SUPERMARKET	\$ 606.34	OFFICE SNACKS
3/23/2022	40232	SORENSEN'S	\$ 156.51	HIP BOOTS
3/23/2022	40233	SUMMERS ENGINEERING	\$ 2,902.20	NEW SWTP REVIEW & CONTSTRUCTION FUNDING
3/23/2022	40234	TF TIRE	\$ 32.00	REPAIR FLAT # 30
3/23/2022	40235	THOMAS REUTERS	\$ 132.81	WATER CODES 2022
3/23/2022	40236	WATER RECLAMATION	\$ 1,920.56	REPAIR ST # 6E, # 7W, # 10E-3, # 75D & CHLORINE FOR THE DOMESTIC PLANT
3/23/2022	40237	XIO, INC.	\$ 94.00	CLOUD BASED MONITORING SERVICE - DOMESTIC PLANT
3/23/2022	40238	CALIFORNIA FARM WATER COALITION	\$ 2,500.00	WALL STREET JOURNAL ADVERTISEMENT FUNDING - MAR 2022
3/23/2022	40239	ACWA JPIA HEALTH INSURANCE	\$ 45,792.91	MAY INSURANCE - HEALTH \$ 40,103.27, DENTAL \$ 2,740.37, VISION \$ 464.00, LIFE \$ 134.61 & PDD BILLED PORTION \$ 2,350.66
3/23/2022	40240	APPL, INC.	\$ 210.00	GBP WATER SAMPLES
3/23/2022	40241	BANKS & CO.	\$ 960.10	REPAIR GAS PUMP
3/23/2022	40242	ETHICS WORKS, LLC	\$ 4,687.50	ETHICS CONSULTANT JAN - MAR 2022
3/23/2022	40243	FRONTIER COMMUNICATION	\$ 584.60	MAR 2022 TELEPHONE SERVICE
3/23/2022	40244	HOLT OF CALIFORNIA	\$ 72.20	PART FOR # 72B
3/23/2022	40245	INTRADO ENTERPRISE COLLABORATION, INC.	\$ 192.79	MAR 2022 CONFERENCE LINE
3/23/2022	40246	J.F.B. RANCH INC.	\$ 103,231.00	WATER MOVEMENT CHG - BOOSTER PUMP & PIPELINE RENT APR 2021 - JUL 2021
3/23/2022	40247	FERRELLGAS	\$ 731.31	PROPANE HOUSE #4
3/23/2022	40248	MARFAB	\$ 49.16	WORK GLOVES
3/23/2022	40249	MERCY SPRINGS WATER DISTRICT	\$ 39,405.50	4TH REIMBURSEMENT OF YUBA/NOD WATER EXPENSES
3/23/2022	40250	MERCED TRUCK & TRAILER	\$ 73.24	SUPPLIES FOR # 67T
3/23/2022	40251	NAPA AUTO PARTS	\$ 398.87	PART FOR # 78B
3/23/2022	40252	NUTRIEN AG SOLUTIONS, INC.	\$ 25,988.22	530 GALS ROUNDUP CUSTOM @ \$ 43.50 & 20 GALS CAPSTONE @ \$53.20
3/23/2022	40253	PACIFIC GAS & ELECTRIC	\$ 79,699.17	ELECTRICAL POWER
3/23/2022	40254	PITNEY BOWES	\$ 489.85	POSTAGE METER LEASE
3/23/2022	40255	PROVOST & PRITCHARD	\$ 443.00	FEB 2022 CONTROL SURVEY FOR SUBSIDENCE MONITORING
3/23/2022	40256	RICK'S SMOG SHOP	\$ 50.00	SMOG # 13A
3/23/2022	40257	SANTOS FORD	\$ 93.43	SERVICE #40
3/23/2022	40258	SIGNMAX	\$ 60.68	METAL TEMPLATES FOR # 64A & # 62B
3/23/2022	40259	UNWIRED BROADBAND, INC.	\$ 549.99	INTERNET SERVICE APR 2020
3/23/2022	40260	VERIZON WIRELESS	\$ 1,480.36	GPS SERVICE FEB 2022 & CELL PHONE SERVICE MAR 2022
3/23/2022	40261	WATER RECLAMATION	\$ 2,707.26	DRESSERS FOR PDD WELL # 4
3/23/2022	40262	WESTSIDE WATER	\$ 1,273.72	FEB 2022 WEEKLY SERVICE CHECKS FOR DOMESTIC TREATMENT PLANT
3/23/2022	40263	WINDECKER INC.	\$ 6,710.49	1,410 GAL UNLEADED @ \$ 4.76
1/5/222	W00743	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 404,164.44	DEC 2021 NOD WATER TRANSFER
3/9/2022	W00760	US BUREAU OF RECLAMATION	\$ 5,576.23	APRIL 2021 SLC USBR WATER COSTS RATE DIFFERENTIAL
3/10/2022	W00761	US BUREAU OF RECLAMATION	\$ 157,071.84	PAYMENT FOR RESCHEDULING FEES - FEB 2022 USBR WATER COSTS SLC \$ 127,591.44 & DMC \$ 12,270.24 & FEB 2022 DMC USBR WARREN ACT WATER COSTS \$ 17,210.16

	CHECK		CHECK	
DATE	NUMBER	NAME	AMOUNT	MEMO
3/11/2022	W00767	US BUREAU OF RECLAMATION	\$ 113,541.65	FEB 2022 USBR WATER COSTS SLC \$ 94,598.16 & DMC \$ \$ 8,147.77 & FEB 2022 RESTORATION WATER COSTS FOR SLC \$ 8,895.56 & DMC \$ 1,900.16
3/11/2022	W00768	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 168,402.19	FEB 2022 SLC SLD MWA CONVEYANCE WATER COSTS
3/15/2022	W00769	PAI SERVICES, LLC	\$ 122.93	SAGE TIME SUPPORT FEB 2022
3/14/2022	W00770	SAGE SOFTWARE INC.	\$ 8,197.58	SAGE SUPPORT 2022/2023
3/16/2022	JE-9	TRANSFER FUNDS FOR PAYROLL	\$ 70,000.00	PAYROLL DATED 3/18/2022
3/23/2022	W00771	WESTAMERICA VISA	\$ 2,320.94	SHIPPING FEES, MANDATORY EMPLOYEE POSTERS, OUTRIGGER REPLACEMENT FOR WATER AUTHORITY TRAILER, HEADLIGHTS # 12, FUEL FOR # 12C, BUSINESS LUNCHES, RUBBER BOOTS, GOTO MEETING REMOTE ACCESS - ARA, DISTRICT EMAILS, AMAZON PRIME MEMBERSHIP, UPS & FILE CABINET KEYS
3/23/2022	W00772	SAN LUIS & DELTA MENDOTA WATER AUTHORITY	\$ 100,520.50	FY23 1ST INSTALLMENT MEMBERSHIP DUES
3/31/2022	JE-21	TRANSFER FUNDS FOR PAYROLL	\$ 70,000.00	PAYROLL DATED 4/5/2022
			\$ 1,535,897.11	

		MECHANICS PAYROLL CHECKING # 7895		
			CHECK	MEMO
	CHECK		AMOUNT	
DATE	NUMBER	NAME		
3/17/2022	PR-1434	NET PAYROLL	\$ 42,924.80	PAYROLL DATED 3/18/2022
3/18/2022	JE-16	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 2,920.11	STATE PAYROLL TAX DEPOSIT
3/18/2022	JE-17	INTERNAL REVENUE SERVICE	\$ 16,415.90	FEDERAL PAYROLL TAX DEPOSIT
3/18/2022	JE-18	JOHN HANCOCK	\$ 8,497.38	401K RETIREMENT
4/4/2022	PR-1435	NET PAYROLL	\$ 43,970.64	PAYROLL DATED 4/5/2022
4/5/2022	JE-23	EMPLOYMENT DEVELOPMENT DEPARTMENT	\$ 2,785.28	STATE PAYROLL TAX DEPOSIT
4/5/2022	JE-24	INTERNAL REVENUE SERVICE	\$ 15,811.61	FEDERAL PAYROLL TAX DEPOSIT
4/5/2022	JE-25	JOHN HANCOCK	\$ 8,421.80	401K RETIREMENT
		TOTAL	\$ 141,747.52	

BACK

PANOCHÉ WATER DISTRICT
2023 FYE BUDGET (March 1, 2022 - February 28, 2023) - Adopted Feb 22, 2022

		Budget 2022-2023	Actual Thru Mar 31
Operating Revenues			
1	Supplemental Water	\$ 10,362,366	
2	Operations & Maintenance	\$ 5,861,058	
3	Fresno/Merced Counties - 2021 CVP Bond	\$ 1,509,263	
4	Labor Reimbursements	\$ 583,740	
5	Other Revenues	\$ 250,000	\$ 9,873
6	Reimbursed Expenses	\$ 200,000	\$ 3,019
7	Domestic Water Treatment Plant	\$ 140,000	
8	Sustainable Groundwater Management ¹	\$ 46,497	
9	CVP AG Water Contract	\$ -	
Total Revenue		\$ 18,952,924	\$ 12,892

Operating Expenses**Water**

10	Supplemental Water	\$ 10,362,366	
11	Planning & Engineering	\$ 150,000	\$ 3,964
12	CVP Water Contract	\$ -	
		\$ 10,512,366	\$ 3,964

Administration

13	2021 CVP Bond	\$ 928,866	
14	Legal	\$ 600,000	
15	2021 CVP Bond Assessment Refund	\$ 580,397	
16	Salaries and Wages	\$ 569,425	\$ 60,745
17	Employees' Benefits	\$ 202,961	\$ 23,730
18	SLDMWA Activity Agreements	\$ 186,146	\$ 89,110
19	SLDMWA DHCCP Bond Payment	\$ 148,592	
20	Directors' Benefits	\$ 138,352	\$ 8,233
21	Insurance	\$ 127,750	\$ 47,376
22	SWRCB Water Rights Fee	\$ 125,000	
23	Other Supplies & Services	\$ 105,000	\$ 32,562
24	Payroll Burden	\$ 68,642	\$ 4,647
25	Professional Services	\$ 60,000	\$ 5,806
26	Annual Audits	\$ 50,000	
27	Central Delta-Mendota Region SGMA ¹	\$ 46,497	\$ 7,447
28	Communications	\$ 45,000	\$ 9,332
29	Conferences and Trainings	\$ 45,000	\$ 102
30	Utilities	\$ 30,000	\$ 394
		\$ 4,057,629	\$ 289,484

		Budget 2022-2023	Actual Thru Mar 31
Operations & Maintenance			
31	Energy	\$ 1,440,000	
32	Salaries and Wages	\$ 1,258,610	\$ 61,124
33	Employees' Benefits	\$ 431,839	\$ 26,514
34	Pumps & Structures Repairs	\$ 250,000	\$ 2,191
35	Payroll Burden	\$ 197,481	\$ 5,095
36	Reimbursable Expenses	\$ 200,000	\$ 3,745
37	Chemical Application	\$ 170,000	
38	Domestic Water Treatment Plant	\$ 140,000	\$ 8,735
39	Fuel & Oil	\$ 90,000	
40	Capital Cost - Depreciation	\$ 75,000	
41	Equipment Repairs	\$ 50,000	\$ 3,045
42	Vehicle Repairs & Maintenance	\$ 45,000	\$ 2,189
43	Buildings Repairs & Maintenance	\$ 20,000	\$ 115
44	Laboratory - Water Testing	\$ 15,000	
		\$ 4,382,929	\$ 112,753
Total Expenses		\$ 18,952,924	\$ 406,201
Net Revenue/(Deficit)		\$ (0)	\$ (393,309)

Operations & Maintenance Rate ²	\$ 182.30	\$ -
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¹ SGMA Costs historically billed on an pro-rata acreage basis

² Assumes 32,150 acre-feet of deliveries

BACK

Water Supply																	
District Water March, 2022 - Feb, 2023	Annual AF	2022 March	2022 Apr	2022 May	2022 June	2022 July	2022 Aug	2022 Sept	2022 Oct	2022 Nov	2022 Dec	2023 Jan	2023 Feb	YTD Usage	Transfers Out	Not Pumped	Remaining Balance
Transfer 2 - DC	1,500													0			1,500
Grower Transfer Ins	0													0			0
PWD Grower Wells f/Crdt	386	386												386			0
Gains or Losses	2,000	130												130			1,870
District Water Total	3,886	516	0	0	0	0	0	0	0	0	0	0	0	516	0		3,370
Bureau Water March, 2022 - Feb, 2023	Annual AF	2022 March	2022 Apr	2022 May	2022 June	2022 July	2022 Aug	2022 Sept	2022 Oct	2022 Nov	2022 Dec	2023 Jan	2023 Feb	YTD Usage	Transfers Out	Loss	Remaining Balance
2020-2021 Rescheduled	275	12												12		(3)	260
2022-2023 0% USBR	0													0			0
CVP 3F Wtr -20-21 Resch	3,976	161												161	200	(40)	3,575
CVP 3F Wtr -21-22 Resch	2,787													0			2,787
Transfer 1 Rescheduled	6,913													0			6,913
Grower Transfer Ins	0													0			0
Transfer 2	1,500													0			1,500
Transfer 3	293	293												293			0
Transfer 4	1,440													0			1,440
Transfer 5	4,476													0		(1,341)	3,135
Burea Water Total	21,660	466	0	0	0	0	0	0	0	0	0	0	0	466	200	(1,384)	19,610
Total Water Supply	25,546	982	0	0	0	0	0	0	0	0	0	0	0	982	200	(1,384)	22,980
Usage																	
Growers		982												982			
Transfers Out/Sales		200												200			
Total Usage/Transfers		1,182	0	0	0	0	0	0	0	0	0	0	0	1,182			
Diff/Losses: % of Supply	%	13%												13%			
Budget to Actual - AF	32,150	1,049												1,049			31,101

* Water Supply Numbers are estimates of known Transfers at this time - Deliveries are Actual *



Westlands Water District

MEMORANDUM

TO: SLDMWA BOARD OF DIRECTORS
FROM: TOM BOARDMAN, WATER RESOURCES ENGINEER
SUBJECT: APRIL OPERATIONS UPDATE
DATE: APRIL 1, 2022

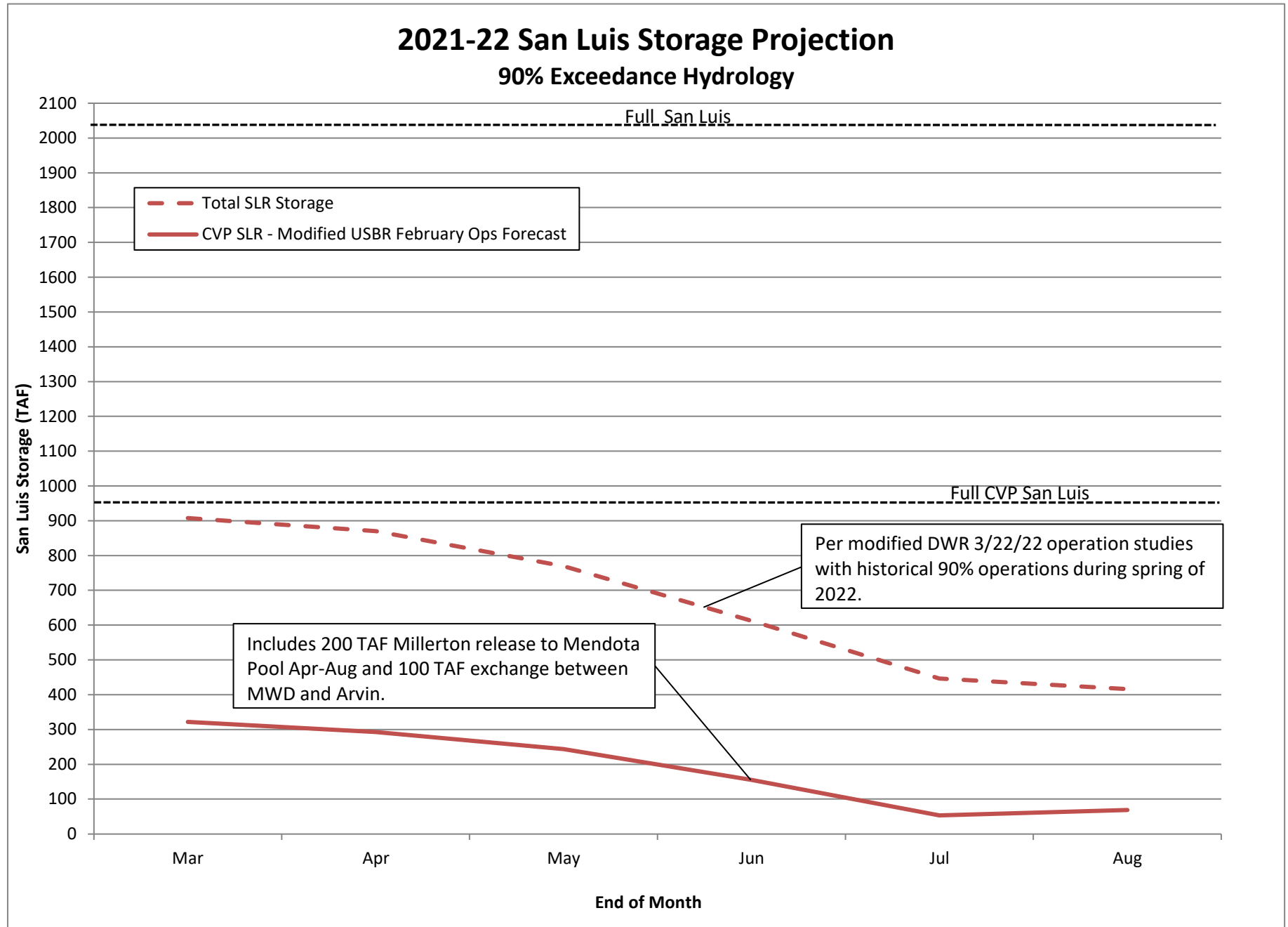
Project Operations

- Jones pumped at its minimum rate of 800 cfs for most of March with brief increases to capture available water in the Delta. The reduced pumping was restricted by the Delta outflow standard required by D-1641 requirement. Jones pumping returned to its minimum on March 30 to the Export/Inflow (E/I) ratio standard as described in D-1641. Under the E/I ratio, total exports are limited to the greater of either 35% of Delta inflow or a minimum pumping rate of 1,500 cfs.
- The current Delta outflow requirement is 7,100 cfs but may be reduced to 4,000 cfs if the State Water Resources Control Board approves a request by the Projects to reduce the requirement. With approval of the Delta outflow relaxation, the Projects could reduce upstream releases by at least 185 TAF.
- As of last month, Reclamation estimated the accounting balance under the Coordinated Operations Agreement (COA) was about 375 TAF in favor of the CVP. The COA accounting imbalance has since declined by an undetermined amount because of recent increased Oroville releases that helped the CVP meet its share of the Delta outflow requirement.
- Accumulated precipitation in the Sacramento Valley finished March at 16% of average. Year to date precipitation has declined to 75% of average which is about 10" more than this date last year.
- Shasta storage is 1.73 TAF - 52% of average. Although reservoir releases are at the minimum rate of 3,250 cfs, storage increased by only 42 TAF during March. Absent significant storms in April, the maximum storage this spring may increase to only 1,850 TAF which is about 150 TAF below Reclamation's latest conservative projection.
- Folsom storage is 574 TAF – an increase of 50 TAF since March 1. With the snowpack down to 43% of the year-to-date average, Reclamation estimates that the reservoir will fall short of filling by about 60 TAF later this spring.
- CVP demands for March were about 75% of the 15-year average.

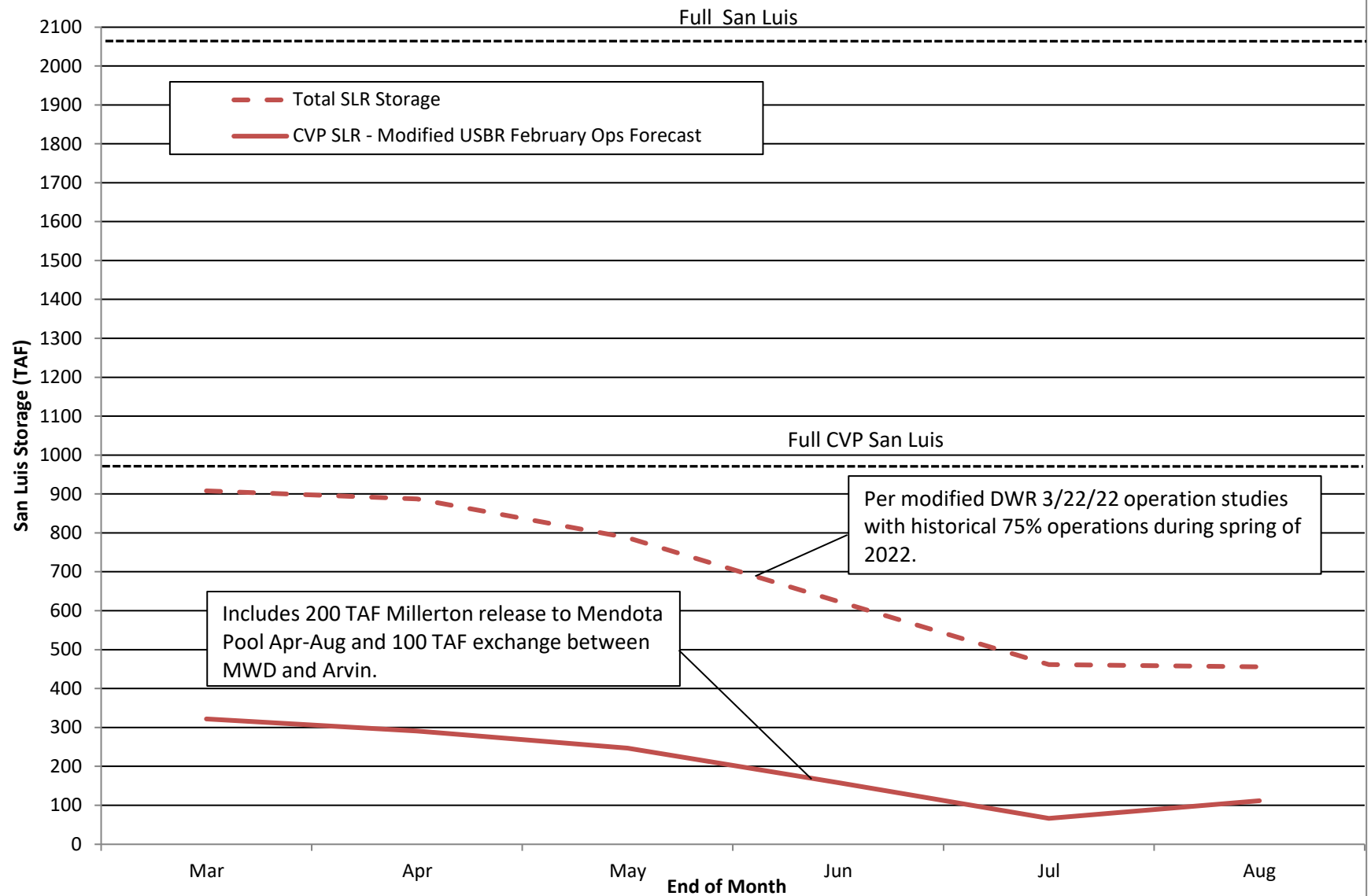
2021-22 San Luis Reservoir Operations

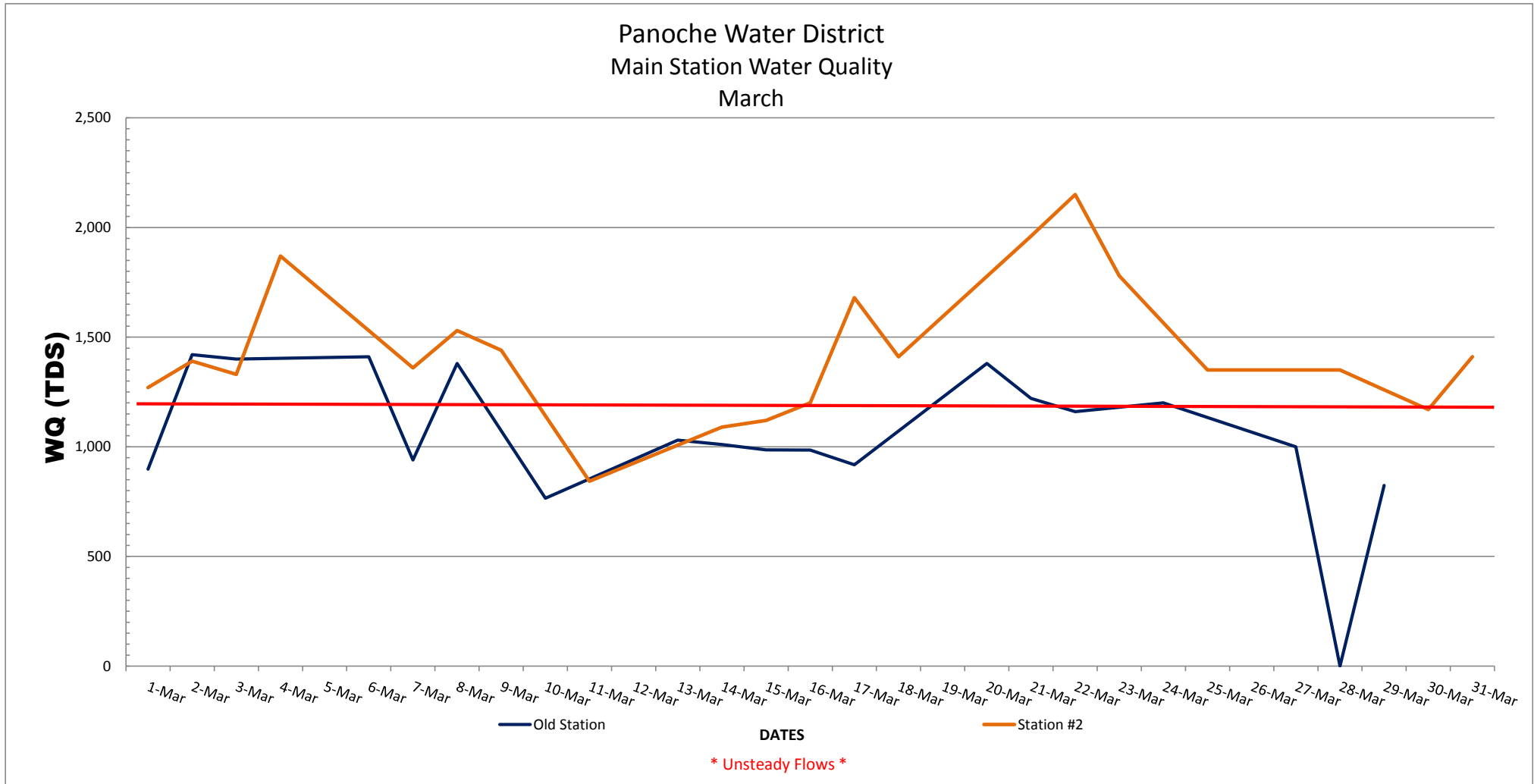
The CVP's share of the San Luis Reservoir (SLR) is 333 TAF which reflects a gain of only 20 TAF during March.

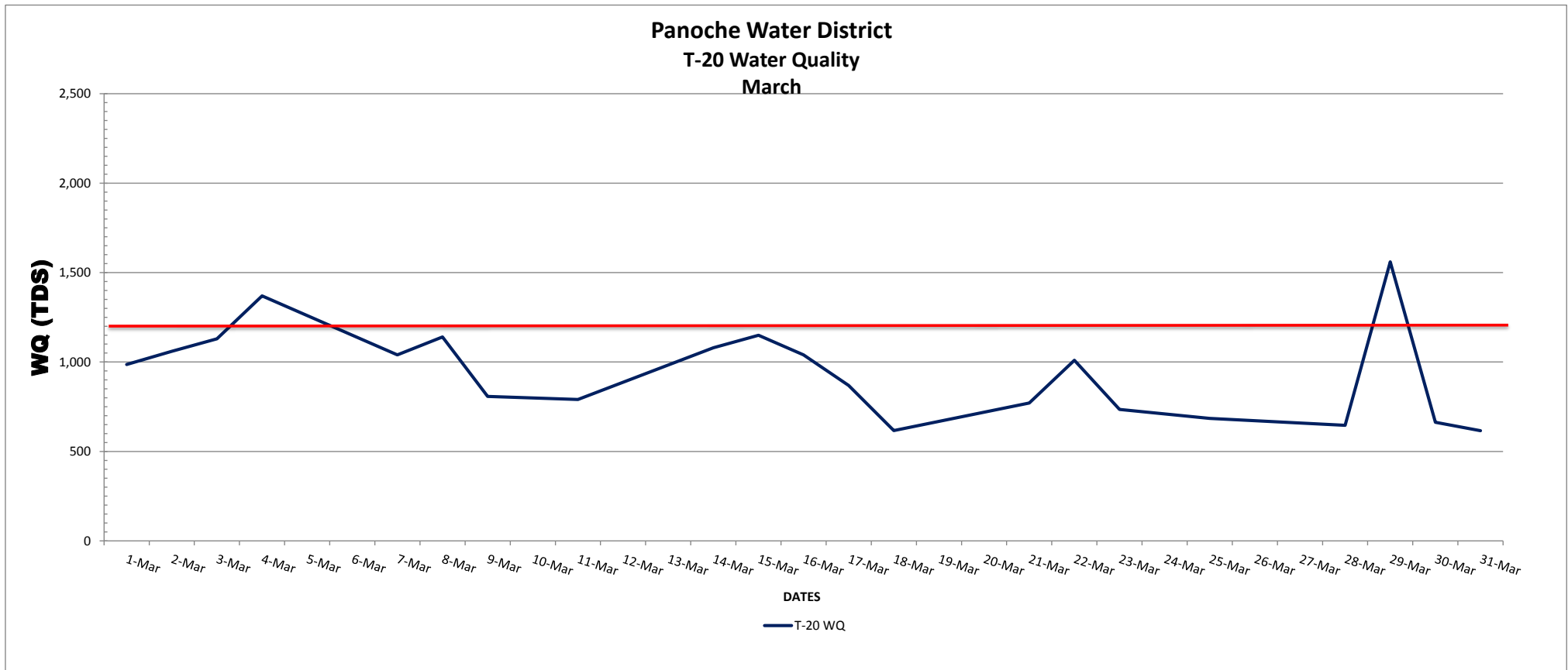
The attached 90% and 50% exceedance SLR charts include a proposed 100 TAF exchange between Friant and Metropolitan Water District. The exchange would make SWP water available in the CVP share of the O'Neill Forebay to meet Exchange Contractor demands in exchange for Friant water delivered to the MWD via the Cross Valley Canal. The charts also include the release of up to 200 TAF from Millerton to the Mendota Pool to meet Exchange Contractor demands during mid-April to mid-August.



2021-22 San Luis Storage Projection 50% Exceedance Hydrology







PANOCHÉ WATER DISTRICT

CONCEPTUAL REPLACEMENT COMMUNITY WATER TREATMENT PLANT DESIGN REPORT



Jim Gartung

GARTUNG CONSULTING

3/14/2022

PANOCHE WATER DISTRICT

CONCEPTUAL REPLACEMENT COMMUNITY WATER TREATMENT PLANT DESIGN REPORT

March 14, 2022

REVIEW OF HISTORIC DATA FOR EXISTING TREATMENT PLANT

The following analysis is based on the recognition that the existing plant is meeting turbidity standards but has failed to meet requirements for control of the disinfection by-products TTHM and HAA5. To develop a design basis for the replacement plant, a review was performed of the XiO data gathered for the years 2020 and 2021. Included in the review were the following:

1. OUTPUT flow data for pressure, flow rate and total delivered water.
2. INPUT flow data for pressure, flow rate and total water delivered from the canal.
3. INPLANT data including water tank elevations.

OUTPUT FLOW DATA RESULTS AND RECOMMENDATIONS

In Table 1, the peak recorded output flow rate is shown for each month. For 2020 and 2021, the peak for other than unusual circumstances was 226 gpm. Significantly higher peaks were shown during October 2020 during a period that may have featured a mal-functioning water meter. There was also a peak flow rate of 1027 gpm on Oct. 8. During a period of 18 minutes, 16310 gallons were delivered through the Distribution System (average of 907 gpm). In contrast, for the one hour leading up to this event, the system flow rate was averaging 27 gpm.

Based on this history, the pumps for the Distribution System are proposed to include the following:

- Three main booster pumps each with a capacity of 40 to 200 gpm, 10 hp each and with VFD drives.
- In addition to supplying the Distribution System, these three pumps will be supplying water to the Recirculation/Aeration system for the Water Storage tanks. That will require 94 gpm and will run full time.

- The design pump discharge pressure is recommended to be 65 psi with a total capacity of 500 gpm when all three pumps are working together in addition to supplying the Recirculation/Aeration water. The design pressure will allow for a loss of 10 psi through the reduced pressure backflow preventers to result in 55 psi being delivered out to the distribution pipelines.

Table 1. PWD Water Delivery Flow Rates (GPM)

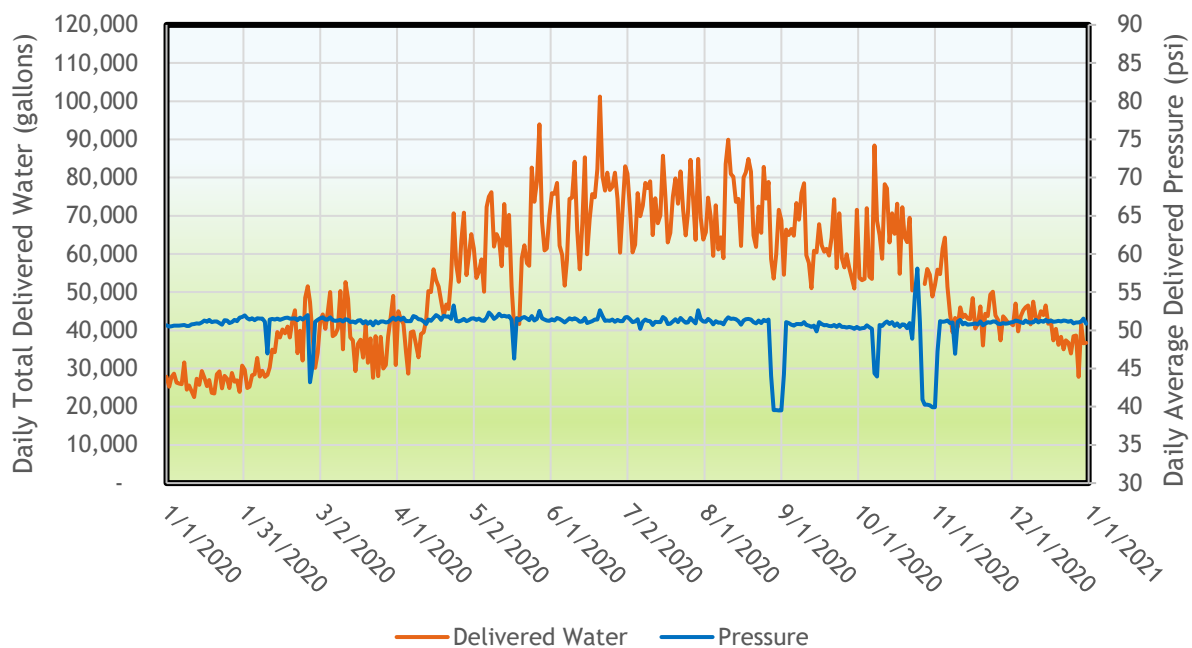
	2020	2021
Jan.	109	120
Feb	177	106
Mar	124	186
Apr	196	144
May	191	168
Jun	183	184
Jul	187	226
Aug	177	175
Sep	226	169
Oct	194	141
Nov	151	171
Dec	115	120

WATER STORAGE RESULTS AND RECOMMENDATIONS

Total daily deliveries are shown in Graphs 1 and 2. Table 2 summarizes these graphs to show the maximum daily delivery for these two years was 101200 for 2020 and 90400 for 2021. This table also includes data for the maximum 2 and 3 day running total delivery. The total maximum storage capacity of the existing processing plant is 67000 gallons. Despite that relatively small storage capacity, during the siphon break event in September of 2021, the processing plant was able to meet all water delivery demands. This is shown in Graphs 4 and 5. Graph 4 shows the water tank levels. Of note is that the tanks did not run out of stored water at any time during the recovery period. Graph 5 shows that the Distribution System had no break in the delivery of water and pressure. Notably, this event did not happen during the peak demand season.

Based on this history, the recommended water storage tank capacity includes two 80000-gallon tanks. This volume will be approximately 2.4 times the existing storage capacity. This tank capacity will result in a complete turnover rate of approximately once every two days during the peak water use time of year. During the low flow rate time of year, the turnover rate will be approximately once every 6 to 7 days, based on the minimum daily delivery shown in Table 2. The Recirculation/Aeration system will provide a turnover rate of approximately once per day.

Graph 1. PWD Daily Delivered Water Quantities (gallons) and Average Daily Pressure (psi) for 2020



Graph 2. PWD Daily Delivered Water Quantities (gallons) and Average Daily Pressure (psi) for 2021

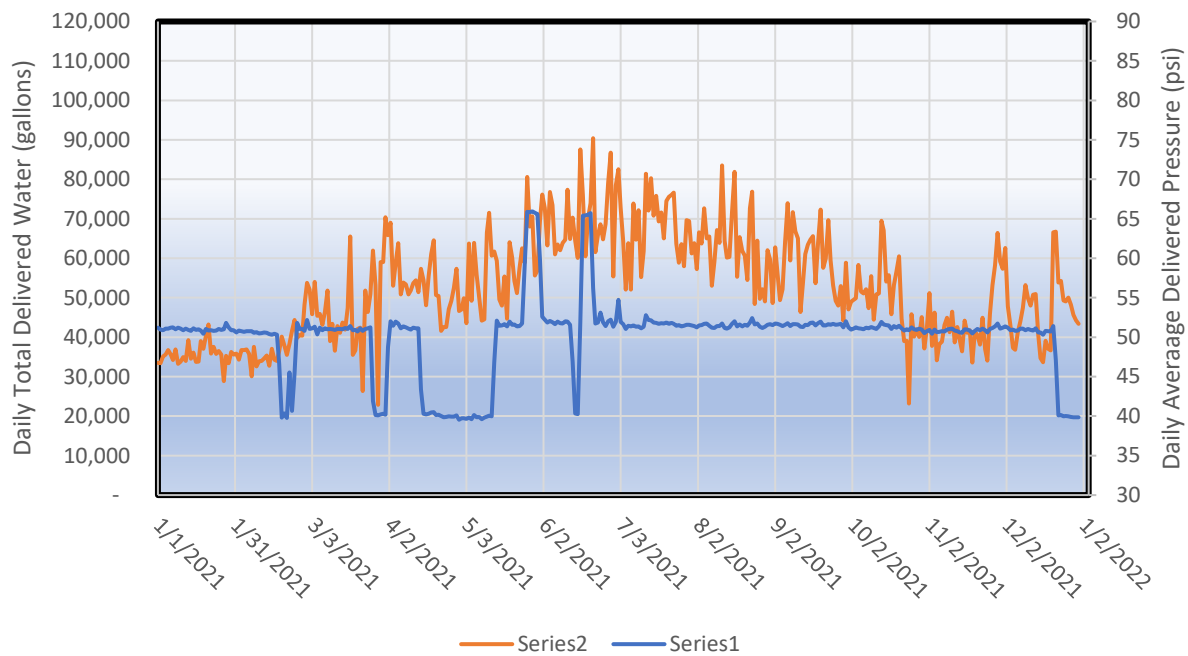


Table 2. PWD Summary Monthly Water Delivery Totals (gallons)

	2020	2021
Max. Daily Delivery	101,220	90,421
Min. Daily Delivery	22,523	22,871
Average Daily Delivery	53,559	52,669
Max. 2 day running total	183,411	165,925
Max. 3 day running total	263,803	234,603

PLANT PROCESSING CAPACITY AND RECOMMENDATIONS

A stated requirement for the design of this water treatment system is to have a processing capacity of 150 gpm. For comparison, Table 2 shows the daily deliveries for 2020-21. In Table 3, an estimate is shown for the percentage of wastewater. Using the 16% waste estimate, and the maximum daily delivery of 101200 gallons, the estimated maximum requirement for water to be processed is 120500 gallons. At 150 gpm processing rate, this would require 13.4 hours per day. If the plant processing rate were changed to 100 gpm, the maximum daily operating time would be 20 hours. Sizing the treatment tanks requires that there needs to be an incremental increase in size for rates at 150 gpm as compared to 100 gpm treatment capacity.

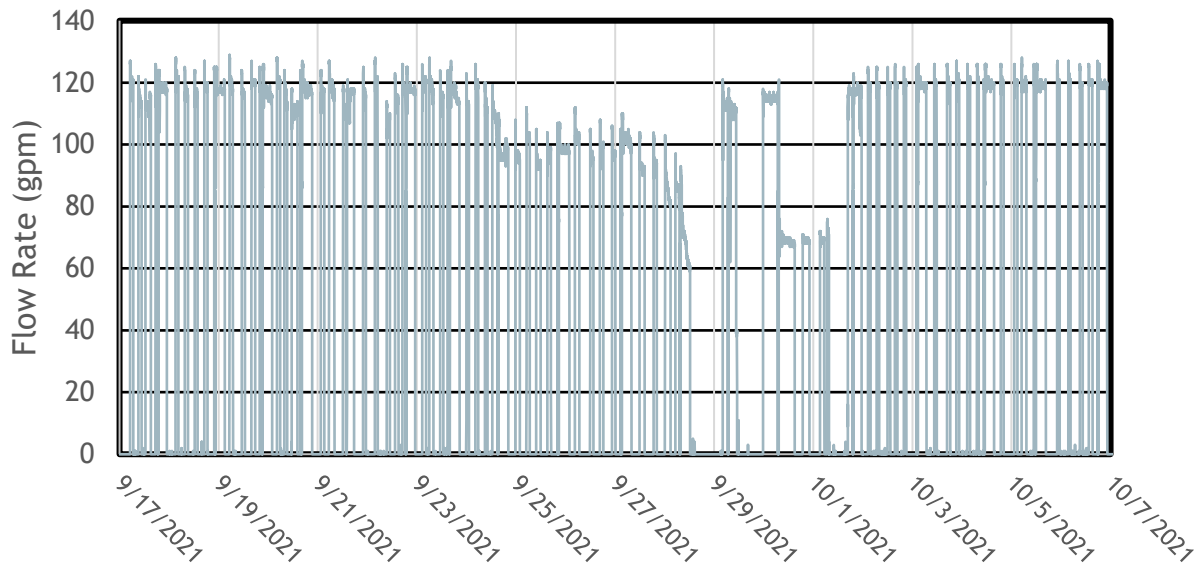
Based in the above, it is recommended that the plant be designed with a capacity of 150 gpm to provide a margin of capacity for growth in the demand.

Table 3. PWD Summary Water Delivery Totals (gallons)		
	2020	2021
Total Input to Plant	26,949,369	22,743,183
Total Output to Distribution System	20,269,635	19,185,915
Estimated Wastewater	6,679,734	3,557,268
Percent Wastewater	25%	16%

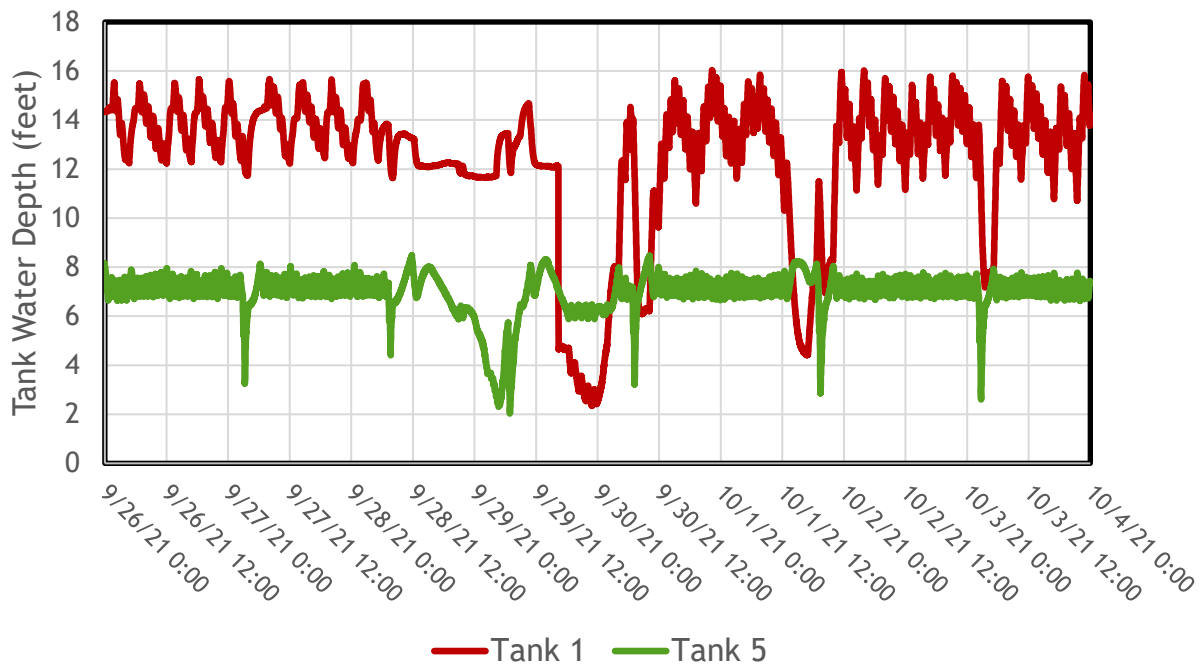
To increase the likelihood that two 80000-gallon storage tanks will be adequate, it is suggested that the intake at the canal be improved. There are two suggestions for how this might be achieved.

1. Graph 3 shows the plant inflow flow rate for the period 9/17 through 10/7/21. Of note is a comparison between the pre and post flow rates. The post event flow rates are very uniform. The pre-event flow rates were increasingly variable, starting several days prior to the event. Regularly viewing this graph, available under STATUS (Item #3) in XiO, would enable the plant operator to anticipate the need for maintenance of the intake to prevent a siphon break.
2. Exhibit 1 (end of report) presents a possible modification to the intake pipe in the canal. This screen system will have the potential to greatly reduce the likelihood of a siphon break or the need for manual cleaning of the intake screen. With a 30-mesh screen, this system would also reduce the organic matter entering the pipeline delivering water to the processing plant.

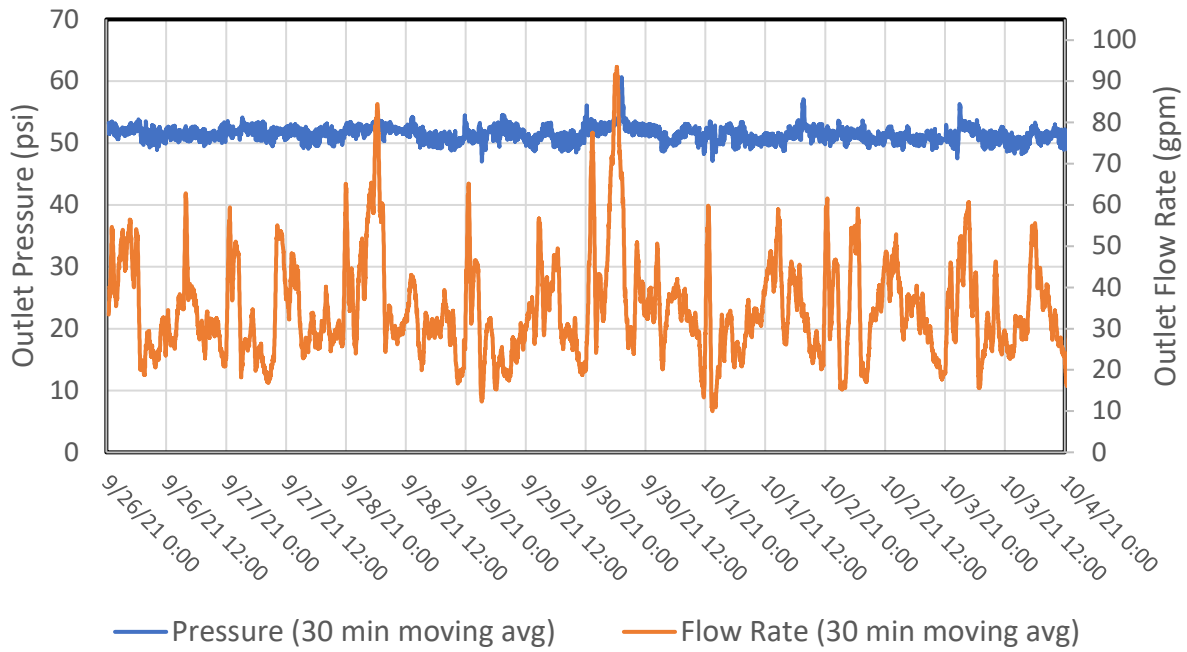
Graph 3. PWD Water Treatment Plant Input Flow Rate - September 2021 Siphon Break



Graph 4. PWD Tank Water Levels - September 2021 Siphon Break



**Graph 5. PWD Outlet Flowrate and Pressure -
September 2021 Siphon Break**



LOCATION REVIEW AND RECOMMENDATIONS

Exhibit 2 shows a drawing provided by PWD showing the Fresno County Road Right-of-Way for Orleans Road. As shown, the existing processing plant occupies one-half of the ROW. Placing the new plant north of the existing plant would likely fully occupy the road ROW. As of the writing of this report, efforts to get a decision from Fresno County as to whether it would be permitted to build within the ROW have been unsuccessful. It may be necessary to submit a set of drawings for a Plan Review by the County before a ruling will be made.

As an alternative to building within the ROW for the County Road, Exhibit 3 shows a suggested alternative location for the new processing plant. Two of the main advantages for this location include that it would be on property owned by PWD and would be within the existing fence compound of the districts. Other advantages include added security, reduced soil preparation cost, etc.

Exhibit 2. FRESNO COUNTY ROAD RIGHT-OF-WAY SURVEY

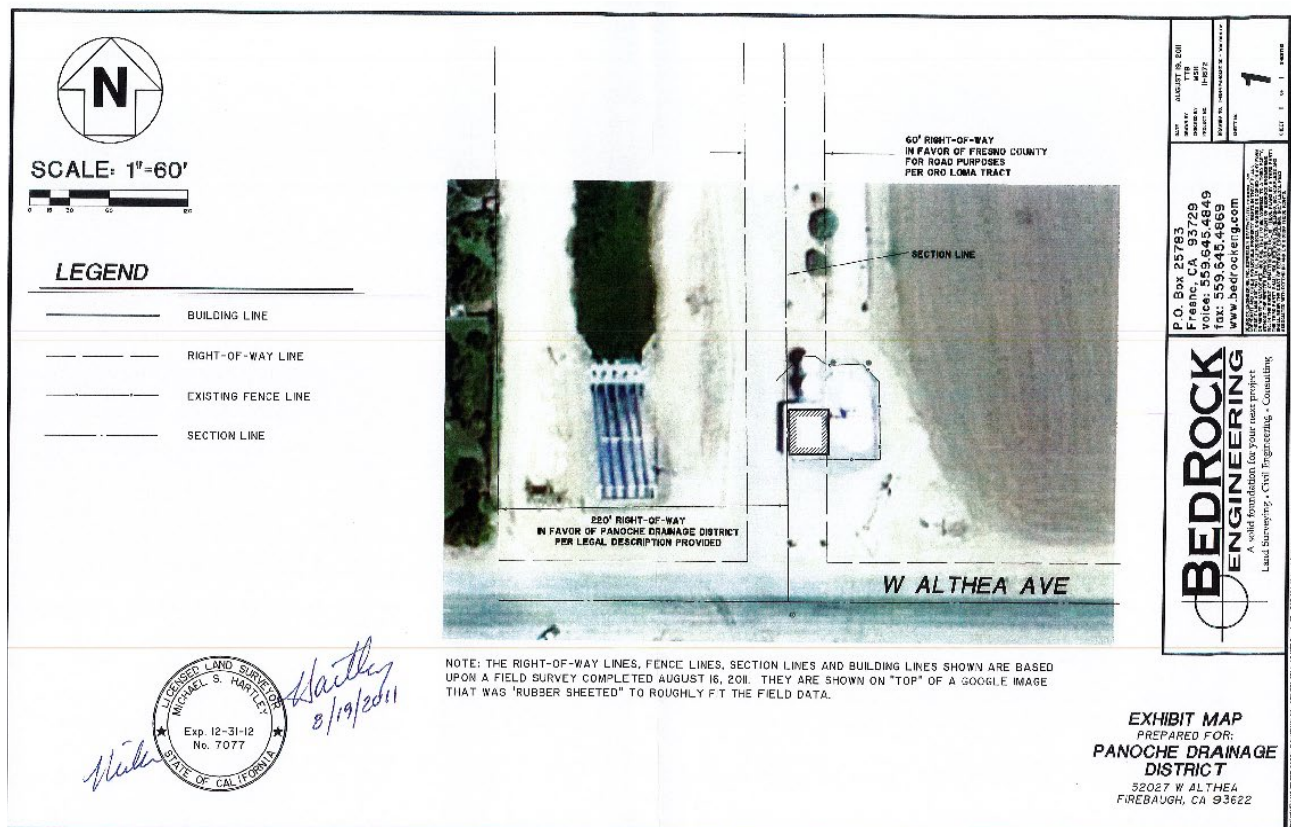


Exhibit 3. PROPOSED ALTERNATIVE PROCESSING PLANT LOCATION



PROPOSED REPLACEMENT WATER TREATMENT PLANT CONFIGURATION

The following drawings show the features of the proposed replacement Water Treatment Plant. Where possible, the new plant will use equipment from the existing plant. This will include (but not be limited to) the 8-foot diameter steel tanks (to be used for GAC filtration), water meters, XiO Scada system, and chemical injection pumps.

Drawing PID 1 shows the flow path from the canal through the treatment system and into the water storage tanks. The treatment process includes the following steps:

- Screening at the canal water with a 30-mesh rotating screen. (Not shown in this drawing)
- Injection of potassium permanganate as an oxidizer.
- Injection of coagulant.
- Clarifier filter tank. (One tank)
- Injection of flocculant.
- Multi-media filter tanks. (Two tanks operating in parallel)
- GAC filter tanks. (Two tanks operating in series as Lead - Lag. These tanks can be reversed for increased utilization of the GAC material)
- Injection of chlorine.
- Bulk water storage tanks. (Two tanks operating in series)
- Water recirculation and aeration system. (Drawing PID 4)

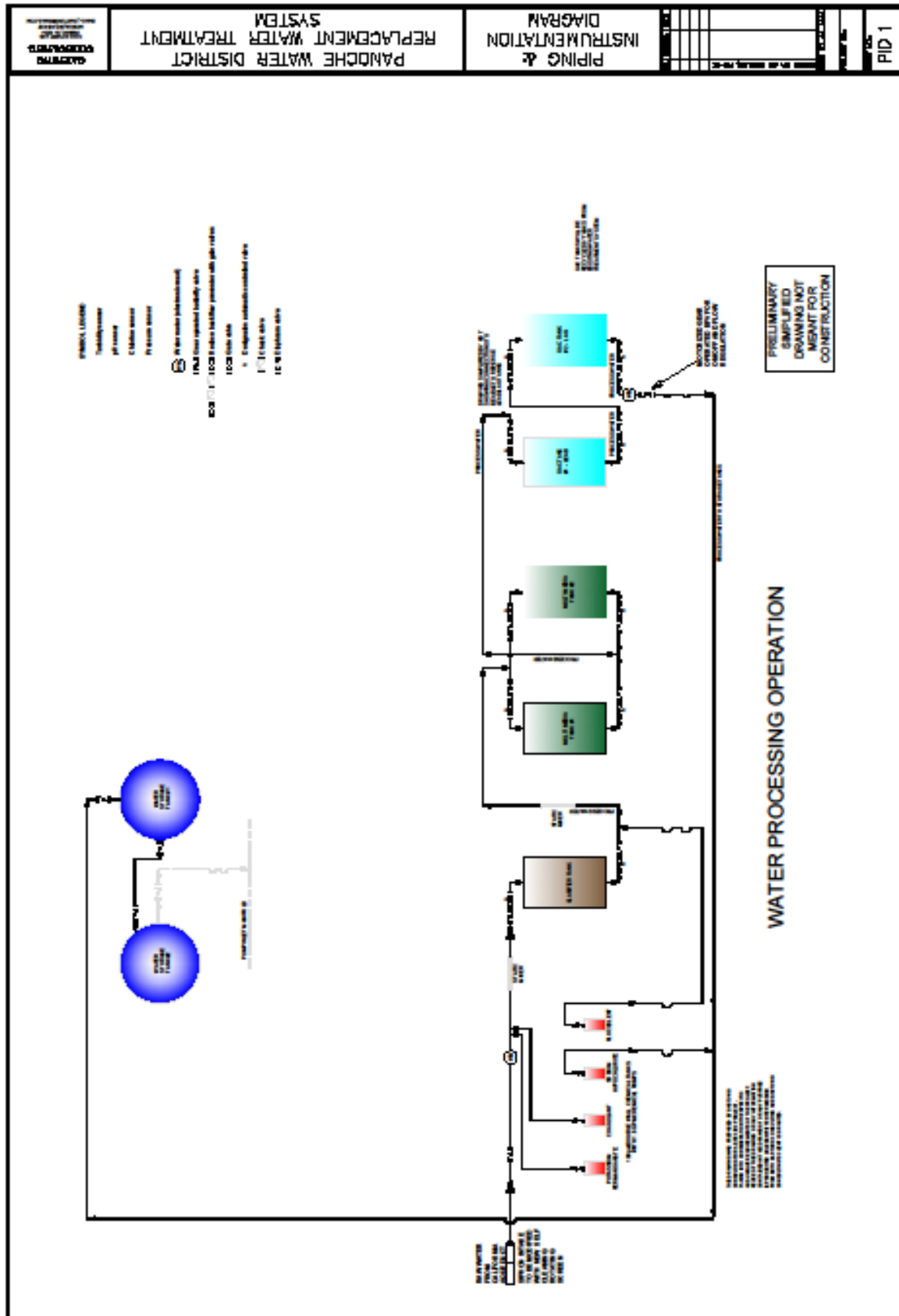
Drawing PID 2 shows the flow piping flow path for the Backwash system.

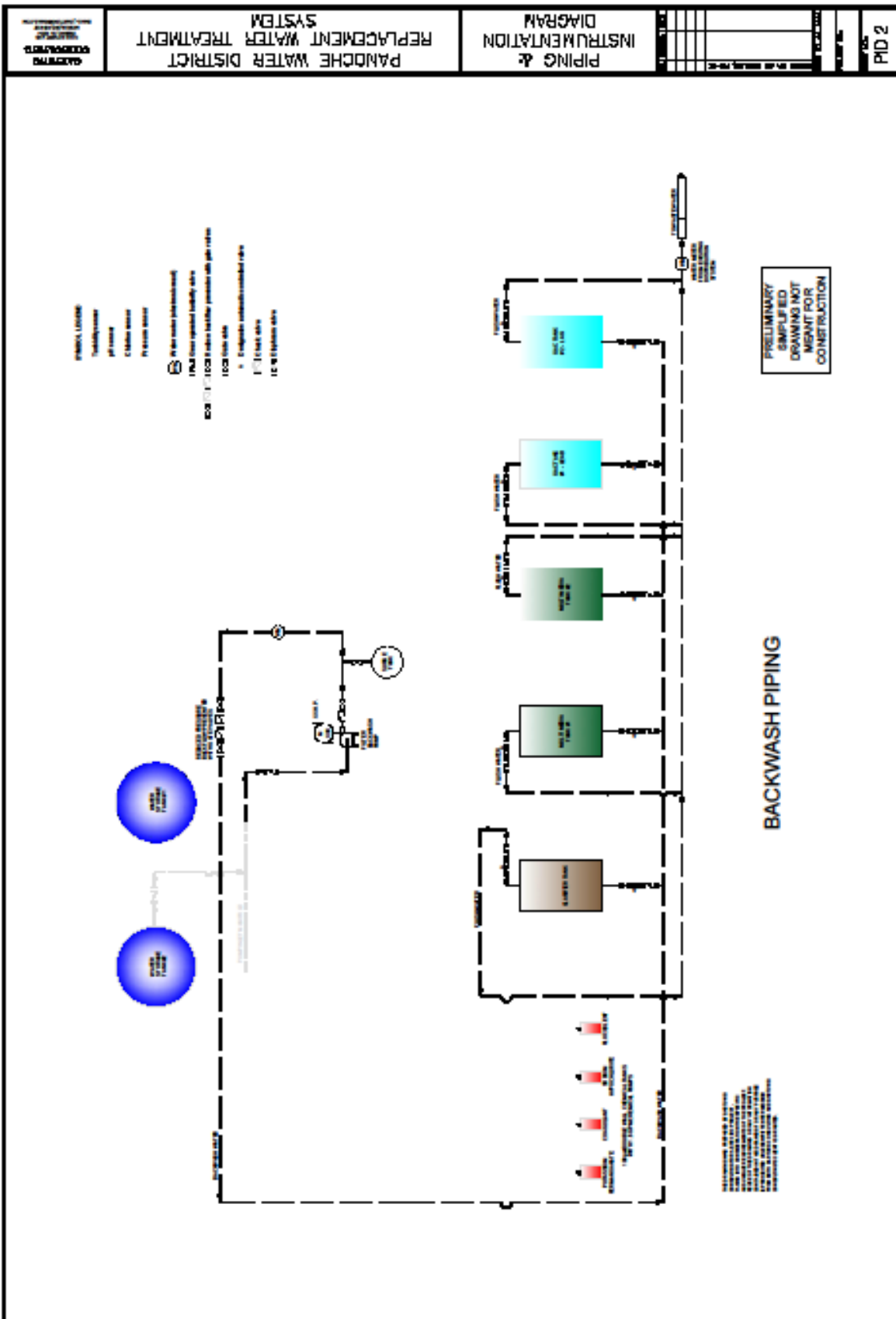
Drawing PID 3 shows the Rinse water system. This system is used during the startup sequence to flush water from the last GAC tank until the water has sufficient water quality to go to the Water Storage tanks. This system is also used to pass water through each individual tank following a backwash operation for the purpose of resettling the media in that tank.

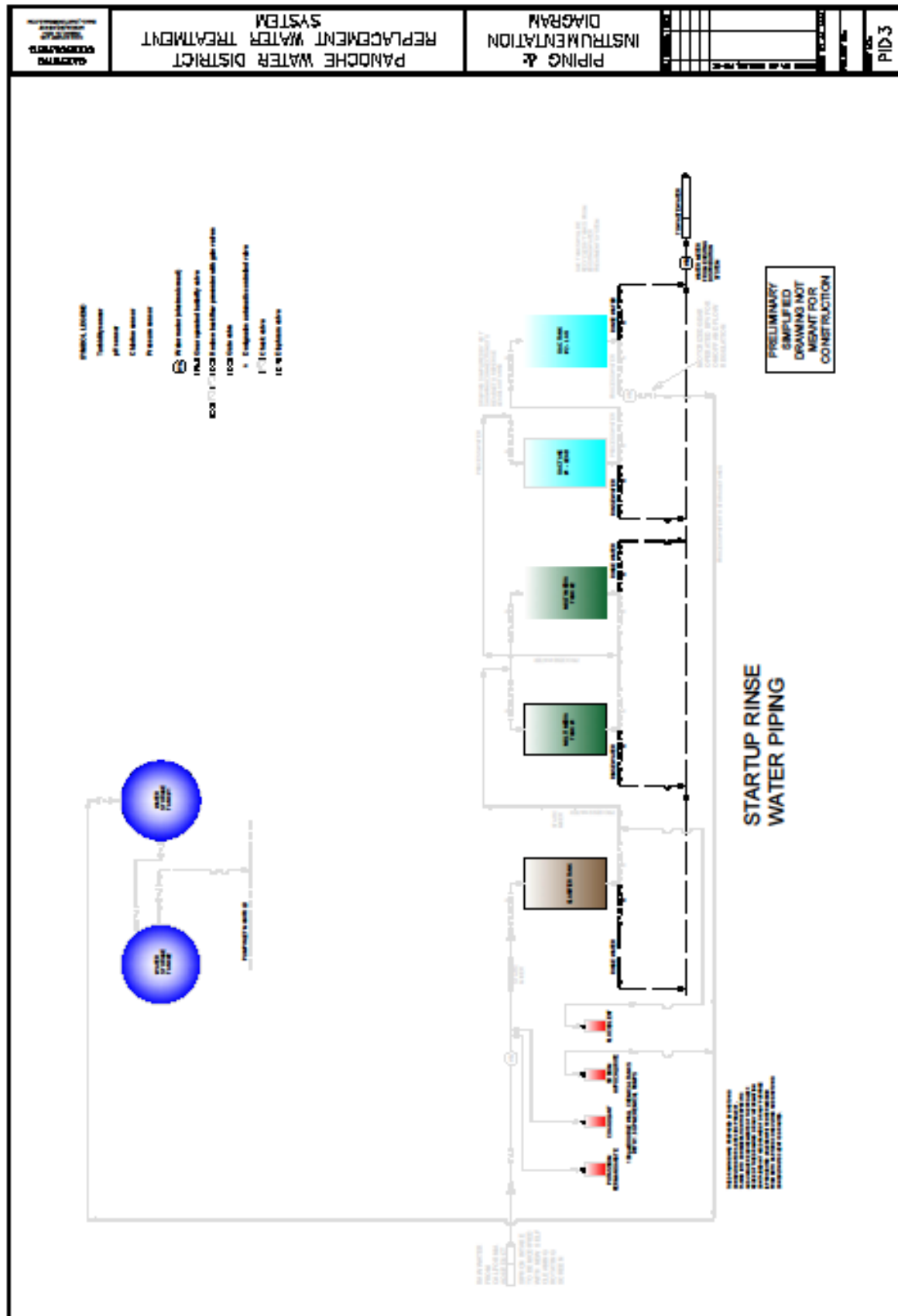
Drawing PID 4 shows the Recirculation and Aeration piping system. This system has the capability to aerate and recirculate the water in the tanks to reduce TTHM and HAA5. An integral part of this system will be the ventilation fans and vents on top of the Water Storage Tanks. (These are not shown on the drawing.)

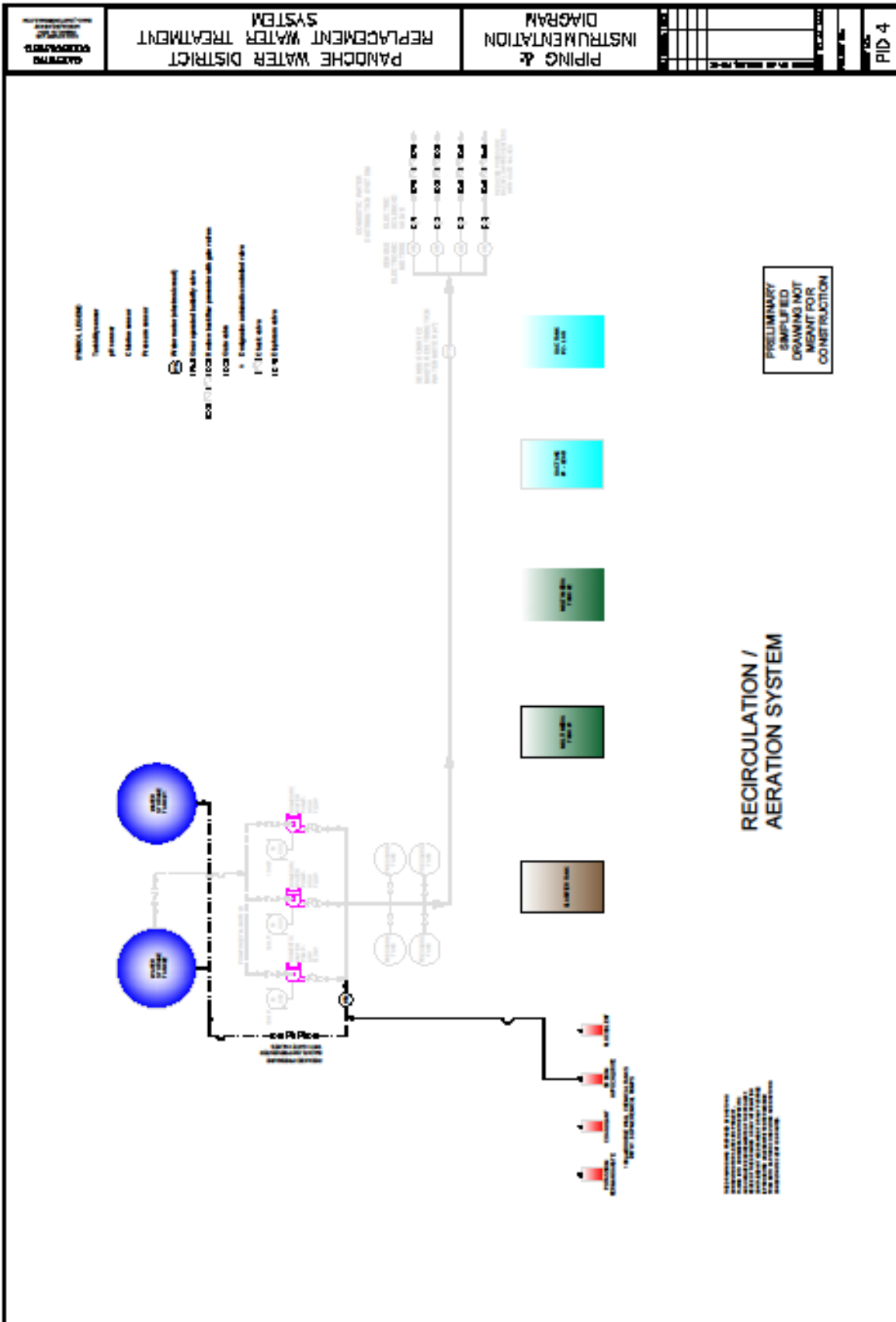
Drawing PID 5 shows the water Distribution System. This includes everything from the pumps to the individual branch valve, water meter, and reduced pressure backflow preventers.

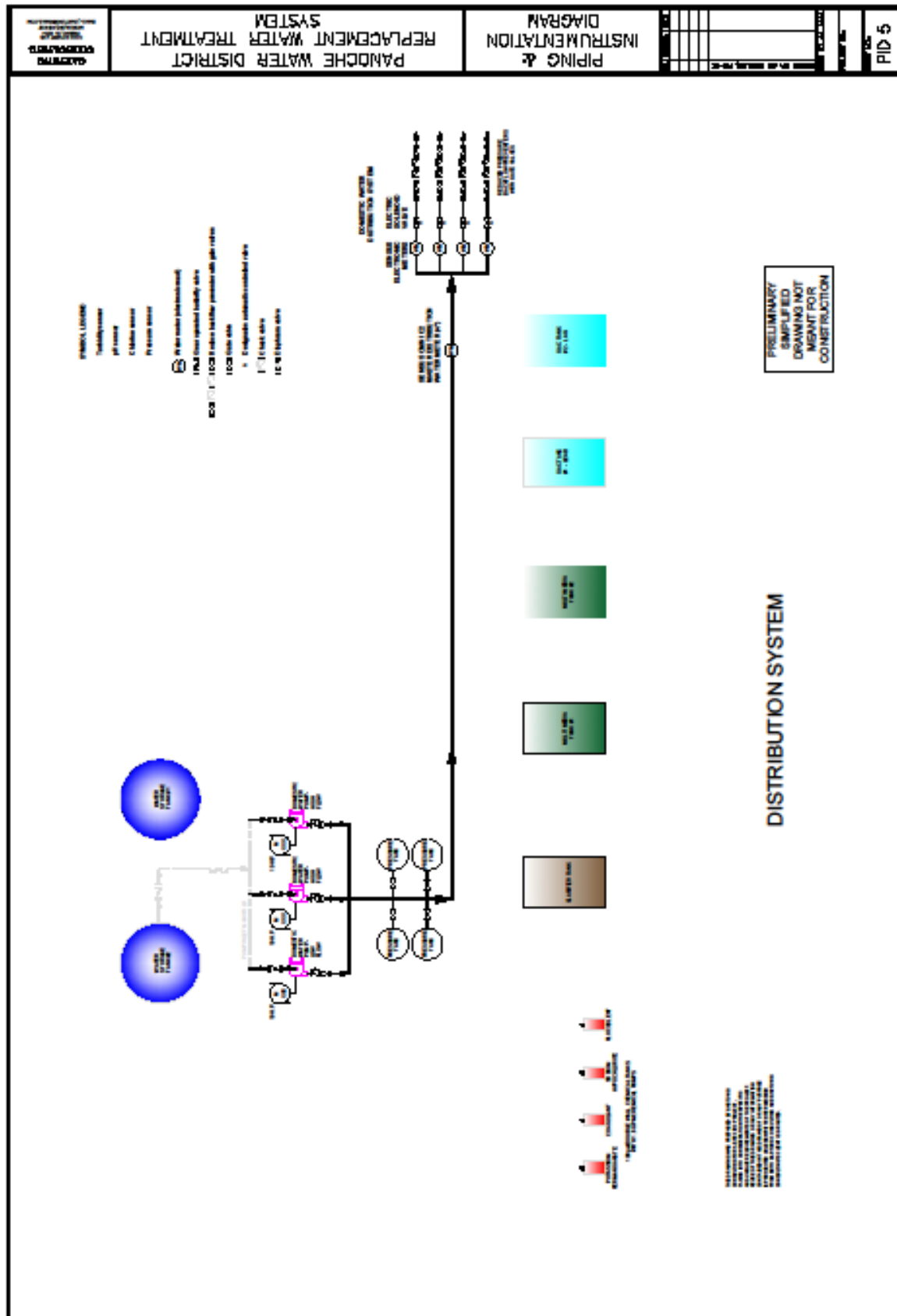
Drawing PID 6 shows location of the sensors, including turbidity, pH, pressure transducers plus the water meters.

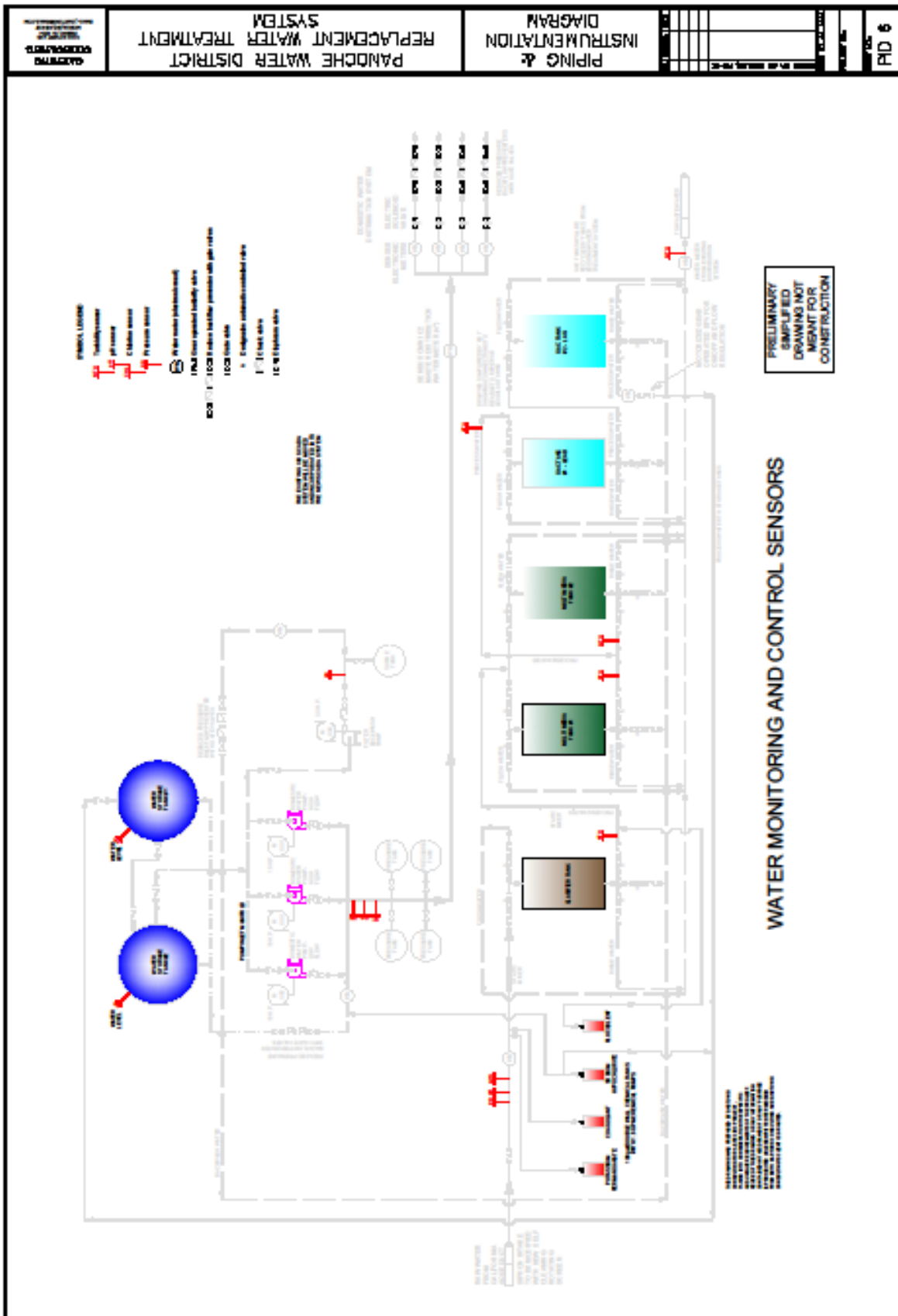












OPINION OF PROBABLE CONSTRUCTION COST


Table 4 presents an Opinion of the Probable Cost for this replacement system. Qualifications to this estimate include:

1. This estimate is based on a Conceptual Design without the benefit of a fully engineered design.
2. The location chosen for the plant needs to be finalized after the Fresno County Building Department determines whether building the new plant will be permitted within the Orleans Road right-of-way.
3. Acceptance by PWD of the recommendations in this report. For example, the size of the Water Storage tanks will have a significant impact on the final cost.
4. The acceptability of using the existing 8-foot steel tanks for GAC filtration. Changing to new tanks will significantly increase the project cost.
5. The cost of installing a rotating screen will depend upon the extent of construction required within the Canal Right-of-Way. That will be developed during the design process. The screen, by itself, is approximately \$3000, based on a Lakos Model PC2424 w/30 mesh screen.
6. All the material/equipment parts of the estimate have a 15% inflation factor.
7. Where needed, the labor portion has a 30% prevailing wage multiplier.

As the design process progresses, this table will be updated and refined.

Table 4. OPINION OF PROBABLE COST		
Water Treatment System		\$ 941,920
Canal pipe intake system		\$ 63,250
Building		\$ 352,102
Electrical		\$ 248,000
Water Storage Tanks		\$ 387,000
Underground Piping System		\$ 189,109
Construction Contingency Est.		\$ 300,000
Total construction cost estimate		\$ 2,481,381
Engineering, Legal, Environmental, Permitting & Administrative costs	20%	\$ 496,276
Total project probable cost estimate		\$ 2,977,657

Exhibit 1. Lakos Rotating Screen Pump Intake Screens



Self-Cleaning Pump Intake Screens

Protect pumps and water systems from organics, floaters and suspended debris in open/surface water sources such as lakes, ponds, reservoirs, lagoons, rivers, canals, etc. Continuous cleaning keeps pump intakes free of clogging and costly damages. Protects fish and aquatic life. Extends pump life and optimizes pump energy costs by limiting wear issues.

Wide range of applications


Natural and man-made bodies of water, including both static and moving water. Unique solutions for wet wells, side channels and enclosed intakes. For centrifugal pumps, short-coupled turbines and VFD's. Flow velocities to match fish protection specifications.

Moving screen reduces parts wear


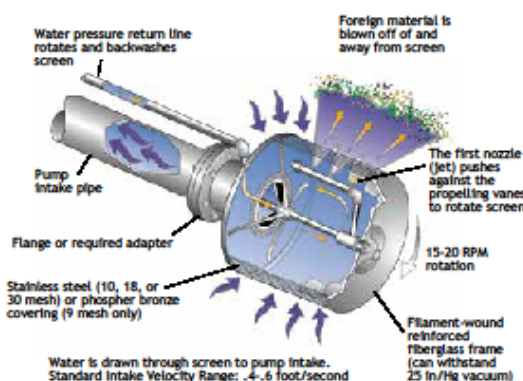
A simple high-density plastic bushing for the rotating screen significantly outperforms and outlasts other screens designed with internal spray bar rotation. Fixed spray bar delivers better water velocity and cleaning action to the screen. No complex gear drive or wasted water energy to clean the screen and cause costly wear & replacement. Instead, the simple LAKOS design is not only more readily available, but also easily and inexpensively serviced after much longer life.

Lightweight, durable construction

Strong, deep-ribbed, reinforced fiberglass frame. Stainless steel end caps. Choice of corrosion-resistant stainless steel or algae-resistant phosphor-bronze screen mesh in 9, 10, 18 & 30-mesh options.



Flow range per unit:
50 - 2,400 U.S. gpm
11 - 545 m³/hr



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

This **B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT ACTIVITY AGREEMENT** (“**Activity Agreement**”) is entered into and made effective as of this ____ day of 2022 (“**Effective Date**”), by and among the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“**Authority**”), 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**”), by and among the parties indicated therein, establishing the Authority for the purpose of exercising the common powers of the Activity Agreement Members, including those powers described in this Activity Agreement.

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

C. The Activity Agreement Members have each entered into contracts with the United States 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. For several years to come, because of hydrologic conditions and/or 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 the members of the Authority than required to meet the demands of their customers.

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

F. Authority member agencies, including the Activity Agreement Members, have paid the costs associated with planning to date.

G. The Authority, together with Reclamation, has considered the feasibility of the Reservoir Expansion Project to, among other things, increase long-term reliability and quantity of yearly allocations to south-of-Delta CVP contractors dependent on San Luis Reservoir, increase the certainty of access to supplies stored by south-of-Delta CVP contractors in San Luis Reservoir in subsequent water years, and provide additional surface water access during drought periods, while maintaining benefits from the existing San Luis Reservoir.

H. The planning to date for the Project included, but was not limited to, planning for the construction of an expanded San Luis Reservoir with a total additional capacity of 130,000 acre-feet, and related modification to Highway 152.

I. The Authority anticipates the need to hire a Project Management Consultant to manage this effort and to execute a cost share agreement with Reclamation for Reservoir Expansion Project Planning (“**Cost Share Agreement**”) in the near future, for the purpose of providing cost-sharing to complete planning, permitting, and design activities related to the Project. For design activities, the separate project components are the Sisk Dam Raise, Recreation Sites, Tower, Highway 152, bridge, and spillway. The Cost Share Agreement will specify the components on which Reclamation will take the design lead and on which the Authority will take the lead. Subsequent amendments would be expected for construction related activities.

J. Individual Authority member agencies desire to provide cost-sharing, including through the Authority’s execution of the anticipated Cost Share Agreement on their behalf.

K. Each of the parties to this Activity Agreement desires to participate in the benefits and incur the obligations associated with project management and the anticipated Cost Share Agreement, through the joint exercise of their common powers under 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 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 Members of this Activity Agreement and allocable to any Non-Member Participating Parties through Memoranda of Understanding executed in conjunction with this 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, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums, salaries and wages of employees including payments in connection with retirement programs and other benefit programs, fees of

creditors, lawyers, engineers and other consultants, travel, telephone, telecopy, and photocopy expenses, and any other general administrative expenses.

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

2.9. **“Cost Share Agreement”** shall mean the Cost Share Agreement for the B.F. Sisk Dam Raise and Reservoir Expansion Project planning entered into by the Authority on behalf of the Activity Agreement Members.

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

2.11. **“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.

2.12. **“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 Agreement”** 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 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 determined as described in Section 10 of this Agreement and set forth on Exhibit “B” as updated from time to time.

2.15. **“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.

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 project management and the anticipated Cost Share Agreement under the terms set forth herein. The Activity Agreement Members anticipate that amendments or additional agreements may be required to progress the Project past planning and design and into construction and operation.

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 anticipated Cost Share Agreement in coordination with the Activity Agreement Members; 3) provide administrative services for implementation of the Cost Share Agreement, including, but not limited to, providing notices, billing, and accounting services to the Activity Agreement Members during the term hereof; and 4) undertake such additional activities and responsibilities, including project management and supervision of project management as may be requested and funded by the Activity Agreement Members.

4. ORGANIZATION

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 Agreement Members may wish to form a separate body specifically for the purpose of directing the business of the Activity Agreement. Within eighteen (18) months of the Effective Date, the Activity Agreement Members will evaluate whether to facilitate the formation of an Activity Agreement steering committee. If the Activity Agreement Members unanimously agree, upon that agreement, the Board of Directors of the Authority will consider establishing the organizational structure proposed by the Activity Agreement Members, 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.

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

5.1. Role of the Authority. The role of the Authority under this Activity Agreement will be to provide, through Authority staff or contracts with consultants, coordinated services to assist the Activity 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 the MOU with each entity seeking to become a Non-Member Participating Party; provided, that no amendment of this Activity Agreement shall be required to add new Activity Agreement Members prior to May 9, 2022.

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 Reservoir Expansion 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 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 of Directors except as specifically provided in this Section 5.2. 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 of the Activity Participants is required for a particular action, unanimous approval of the Activity Participants will be required relative to the following actions:

6.1.b.1. Admitting a new Activity Agreement Members following the expiration of the date in Section 5.2.b and Section 15.1;

6.1.b.2. Admitting a Non-Member Participating Party at any time;

6.1.b.3. Establishing or modifying the Participant Percentage applicable to the Activity Participants; and

6.1.b.4. Amendment of this Activity Agreement.

c) For all other actions that require approval of the Activity Participants, including approval of an annual budget, the approval of a majority of the Activity Participants will constitute approval of the action.

7. BUDGETARY RESPONSIBILITIES

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 of the Authority 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 supported by each of the Activity Participants. Budgeted amounts for this Activity

Agreement will be collected through the invoicing process described in Section 10 of this Activity Agreement, and, provided each of the Activity Participants is in agreement, formal amendment of such budgets through Board of Directors of the Authority approval is not required for adjustments of expenditure for activities authorized by this Activity Agreement.

7.1. Initial Budget. To initially fund the budget for this Activity Agreement, the Activity Participants agree to contribute a total of \$1,000,000 according to the Participation Percentages referenced in Section 10 below and described in Exhibit “B” to this Activity Agreement. This initial budget amount will be used, among other purposes, to reimburse the Authority for costs paid to support the Reservoir Expansion Project from March 1, 2022 onward using funds from the Authority’s Fiscal Year 2023 Leg/Ops budget.

7.2. Subsequent Invoicing.

a) The Authority shall invoice each of the Activity Agreement Members for all Activity Agreement Expenses in their respective Participation Percentages 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 Agreement Members for any additional expenses (e.g. under the anticipated Cost Sharing Agreement), with payments due thirty (30) days following the receipt of the Authority’s invoice.

7.3. Budget to Actual Adjustments. The Authority shall true up budgeted amounts collected from the Activity Participants, grant funding, or other means 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, shall be credited or refunded to each Activity Participant for the period through February 28, 2023, and for each year thereafter, 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.

7.4. Funding of Any Future Debt Obligations. To the extent the Authority incurs debt obligations to meet its financial obligations under the anticipated Cost Sharing Agreement, the Activity Agreement Members hereby agree to 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. The Activity Agreement Members agree that amendment of this Activity Agreement may be required before any such debt obligations are incurred to finance future planning and design of the Project.

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 Agreement Members and Non-Member Participating Agencies, if any, shall be primarily responsible for determining, among themselves, a fair and equitable apportionment of Activity Agreement Expenses at all stages of the Project and throughout the term of this Activity Agreement.

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. Initial Participation Percentages. Beginning with costs incurred by the Authority on or after March 1, 2022, each Activity Agreement Member agrees to reimburse the Authority for that member's share of the actual costs due by the Authority under the anticipated Cost Sharing

Agreement, plus that member's share of any Activity Agreement Expenses (e.g. project management costs, Authority staff time costs, etc.). Each Activity Agreement Member's share will be based on the following formula:

[Activity Agreement Member's CVP Contract Total]

Divided by

[Contract Total of all Activity Agreement Members' CVP Contracts]

For example, if there are four (4) Activity Agreement Members, three of which hold CVP contracts for 20,000 acre-feet, and one of which hold CVP contractors for 40,000 acre-feet, the respective participation percentages would be 20%, 20%, 20%, and 40%.

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

- a) Execution of Cost Share Agreement;
- b) Addition of Activity Participant(s); and
- c) Withdrawal of Activity Participant(s). Upon the withdrawal of one or more

Activity Participants pursuant to Section 14, the remaining Activity Participants agree that each of them will be allocated a proportionate share of all Activity Agreement Expenses and any associated interests in the Reservoir Expansion Project. Any Activity Participant may be relieved of its obligation to assume the additional proportionate share created by the withdrawal of an Activity Participant if (1) the remaining Activity Participants agree to proportionately assume the withdrawing Activity Participant's share of obligations and benefits, or (2) the Activity Participant is able to assign its proportionate share to another Activity Participant. Any such assignment will occur in accordance with Article 16.3 below.

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

10.3. Ongoing Documentation of Participation Percentages. The Participation Percentages of each Activity Participant shall be dated and attached as Exhibit "B" to this Activity Agreement, effective upon the date approved by all Parties, without any further amendment of this Agreement being required. 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. SOURCE OF PAYMENTS

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. 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 pursuant to approved budgets to defend its provision of services under this Activity Agreement.

13. TERM

This Activity Agreement shall take effect on May 9, 2022 ("**Effective Date**"), assuming execution by at least two (2) Authority members prior to that date, and shall remain in full force and effect until this Activity Agreement is rescinded or terminated by the Authority and the Activity Agreement Members, with approval by the Non-Member Participating Parties, if any.

14. WITHDRAWAL FROM FURTHER PARTICIPATION

14.1. An Activity Participant may withdraw from this Activity Agreement at any time by providing written notice to the Authority and the other Activity Participants. The withdrawal shall be effective fifteen (15) 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. However, if a withdrawing Activity Participant withdraws prior to execution of the anticipated Cost Share Agreement, the withdrawing Activity Participant shall have no obligation to pay any future share of the Authority's cost under the anticipated Cost Share Agreement or any additional Activity Agreement Expenses.

14.2. If the Authority withdraws from the anticipated 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 Agreement Members that initially contributed it.

15. INITIAL MEMBERSHIP/ADMISSION OF NEW MEMBERS

15.1. Authority Members. Members of the Authority may become Members of this Activity Agreement without Board action through May 9, 2022. After May 9, 2022, admission of new Members shall require amendment of this 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 Agreement Members under this Activity Agreement.

15.2. 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.

15.3. Documentation. The admission of any Activity Participant pursuant to this section shall be documented by that new Activity Agreement Member signing this Activity Agreement or that new Non-Member Participating Party entering into a MOU with the Authority, subject to this 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 the above-referenced amendment or MOU and Exhibit “B” to this Activity Agreement.

16. MISCELLANEOUS

16.1. California Environmental Quality Act. The physical, operational, and financial details of the Reservoir Expansion Project have been analyzed by the Authority as lead agency pursuant to the California Environmental Quality Act (“CEQA”) in the Final Environmental Impact Statement/Final Environmental Impact Report (“EIR”). The Authority has not yet certified the EIR or approved the Reservoir Expansion Project, but plans to do so in the near future. The Authority plans to concurrently consider adoption of CEQA Findings of Fact, Mitigation Measures, a Mitigation Monitoring and Reporting Program, and a Statement of Overriding Considerations. 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.

16.2. Amendments. This Agreement may be amended in writing by the Authority and the Activity Agreement Members, with approval from the Non-Member Participating Parties, if any.

16.3. Assignment; Binding on Successors. Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Participants may not be assigned or delegated without the written consent of the Authority and other Activity Participants. Any attempt to assign or delegate such rights or duties in contravention of this Activity Agreement shall be null and void. Any approved assignment or delegation shall be (1) consistent with the terms of any contracts, resolutions, indemnities, and other obligations of the Authority then in effect, and (2) limited to an

assignment to an existing Activity Participant. This Activity Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Activity Participants.

16.4. 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.

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

16.6. 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.

16.7. 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.

16.8. 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: _____

Title: _____

Date: _____

ACTIVITY AGREEMENT MEMBERS

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

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)

EXHIBIT B
ALLOCATION OF EXPENSES AMONG ACTIVITY PARTICIPANTS

Activity Participants	Allocation (%)

BACK