

SITES JOINT POWERS AUTHORITY

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Board of Directors

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JOE MARSH, COLUSA COUNTY WATER DISTRICT
JIM JONES, ORLAND ARTOIS WATER DISTRICT
JAMIE TRAYNHAM, WESTSIDE WATER DISTRICT
DAN JONES, TC 8 DISTRICTS

WESTSIDE WATER DISTRICT
5005 HIGHWAY 20
WILLIAMS, CALIFORNIA 95987

September 21, 2015 Agenda

Welcome to a meeting of the Sites Joint Powers Authority. If you are scheduled to address the Board, please state your full name for the record. Regularly numbered items may be considered at any time during the meeting. All items are listed in accordance with the Ralph M. Brown Act. We invite all members of the public to attend.

9:00 a.m. CALL TO ORDER

- Pledge of Allegiance.
- Approval of Agenda.
- Approval of Minutes
 - August 5, 2015 Regular meeting, **(Attachment 1a)**
 - August 24, 2015 Special meeting, **(Attachment 1b)**
 - September 9, 2015 Special meeting. **(Attachment 1c)**
- Period of Public Comment.

1. STAFF REPORTS- **Note: 3 minutes allowed per Staff Report.**

This time is available for any Staff who may wish to update the Directors on projects as they relate to their respective duties/assignments, Committees and or Ad-hoc. **(No action will be taken on updates to the Directors)**

2. ADMINISTRATION

- a. Consider re-approving letter of support to the Northern Sacramento Valley IRWM Board and authorize the Chair to sign. **(Attachment 2)**
- b. Consider approving Treasurer's Report **(Attachment 3)**
- c. Consider approving payment of Claims. **(Attachment 3)**

3. GOVERNANCE

- a. Consider, upon Member Agency's respective Board's approval of **Amendment #2 & Restated Sites Project Authority Joint Exercise of Powers Agreement**, authorize their Representative or designated Alternate to sign. **(Attachment 4)** (Upon submittal to the Sites Project Authority Clerk, Resolution/Minute Order reflecting approval by respective Board)
- b. Consider the formation of an Ad-hoc Governance Committee of no less than three (3) and no more than five (5) Board members to serve on the Committee to work with the General Manager and Legal Counsel, too prepare a recommended set of Bylaws and/or changes to the Joint Exercise of Powers Agreement.
 1. Identify top priority topics for the Ad-hoc Governance Committee to address, including those raised in the proposed ground rules for cost management **(Attachment 5)**, which was distributed to the Board for comment at the Sept. 9, 2015 Special Board meeting.
- c. Consider delegating authority to execute contract(s) and task order(s) in an amount not to exceed \$500,000.000 of contractual cost, contingent upon the condition Fiscal Year Operating Budget and sufficient funds exist and or executed Letters of Commitment exist to maintain a positive cash flow.

4. BUDGET COMMITTEE REPORT(S)

- a. Received report regarding actions taken to develop Phase 1 Work Plan and Budget. **(Attachment 6 & 7a-e)**
- b. Consider approving proposed method of cost allocation to apply for Phase 1, which consolidates the cost center into two (2) accounts as follows:
 - Day-to-day operation of the Sites Project Authority plus regional support cost center and
 - Water, operations, and renewable power capital cost centers.
- c. Consider approving FY 2015 operating budget & budget targets for FY 2016, FY 2017, & Phase 1 contingent upon either (a) sufficient funds in the bank account that exceed the proposed amount of uncommitted dollars to be spent in FY 2015 and/or (b) executed letters of commitment by sufficient member agencies that exceed the proposed amount of uncommitted dollars to be spent in FY 2015
- d. Consider approving proposed in-kind services that will be provided by respective Member Agencies, but for Phase 1 will not be used as in-lieu of financial commitments; however will be used to track effort (i.e. labor hours) contributing to the total effort to implement the Sites Reservoir Project.

10:30 a.m. RECESS5. MEMBER AGENCY FUNDING COMMITMENTS

- a. Consider approving the issuance of the draft letter agreements to each of the Member Agencies memorializing the following: **(Attachment 8)**

For Phase 1;

1. Commit to annually fund their share of cost for the continued operation of the Sites Project Authority (and regional economic cost center) and
2. Those Member Agencies interested in acquiring water from the Sites Reservoir Project, to commit to annually fund their share of the cost to prepare a grant proposal to the CA Water Commission under Proposition 1, Chapter 8 (i.e. effort associated with the Water, Operations, and Renewable Power cost centers, respectively). This approval should be conditioned upon Board's approval of the following
 - o Amendment #2,
 - o Phase 1 Work Plan and FY 2015 Operating Budget (refer to Agenda Item 4 Budget Committee), and
 - o Sufficient funds exist and/or executed letters of commitment exist to maintain a positive cash flow.

- (b) Consider requesting each Member Agency to execute the Letter of Agreement on or before October 1, 2015 and make payment to the Sites Project Authority, of the Member Agencies share of the cost for FY 2015, as identified in the letter, no later than October 15, 2015.

6. SITES PROJECT AUTHORITY CONTRACTS - (Attachment 9a and 9b respectively)

- a. Consider approving a contract between the Sites Project Authority and **AECOM**, for Sub-Phase 1 (Tasks #1, 2, 3), as SPA's Task Order #1, and approve Scope and Budget contingent upon approval of the FY 2015 Operating Budget and sufficient funds exist and/or executed Letters of Commitment exist to maintain a positive cash flow, in an amount not to exceed \$47,357.00, effective September 31, 2015, and authorize the General Manager to sign on behalf of the Sites Project Authority.
- b. Consider approving a contract between the Sites Project Authority and **CH2M**, for Tasks #1,2 3, 4, 5.1 & 6.1, as SPA's Task Order #1, and approve Scope and Budget contingent upon approval of FY 2015 Operating Budget and sufficient funds exist and/or executed Letters of Commitment exist to maintain a positive cash flow, in an amount not to exceed \$485,458.00, effective September 31, 2015, and authorize the General Manager to sign on behalf of the Sites Project Authority. **(Attachment 9a and 9b respectively)**
- c. **Sole Source Justification to perform a GIS Assessment**
Consider approving a contract between the Sites Joint Powers Authority and **Black & Veatch** (A sole source justification contract) for the sole purpose of assessing the Geospatial Information System (GIS) used by

DWR and to be provided to the Sites Project Authority meets industry standards. The scope would also include recommendations of improvements needed to bring this work up to industry standards and since this is a rapidly evolving technology, how best the Sites Project Authority should maintain and manage the data for the expected life of the Sites Reservoir Project.

7. MANAGERS REPORT

- o Manager's meeting
- o CA Water Commission
- o ACWA Storage Investigation Workgroup
- o Outreach/Engagement
- o Other items

ADJOURN

PERIOD OF PUBLIC COMMENT: Any person may speak about any subject of concern, provided it is within the jurisdiction of the Directors and is not already on today's agenda. The total amount of time allotted for receiving such public communication shall be limited to a total of 15 minutes per issue and each individual or group will be limited to no more than 5 minutes each within the 15 minutes allocated per issue. **Note:** *No action shall be taken on comments made under this comment period.*

ADA COMPLIANCE: Upon request, Agendas will be made available in alternative formats to accommodate persons with disabilities. In addition, any person with a disability who requires a modification or accommodation to participate or attend this meeting may request necessary accommodation. Please make your request to the County Board Clerk, specifying your disability, the format in which you would like to receive this Agenda, and any other accommodation required no later than 24 hours prior to the start of the meeting.

All supporting documentation is available for public inspection and review in the Office of the Board Clerk (located in the Board Chamber), 547 Market Street, Suite 102, Colusa, CA 95932 during regular business hours 8:30 a.m. to 5:00 p.m., Monday through Friday.

Northern Sacramento Valley IRWM Board
c/o Butte County Water and Resource Conservation
308 Nelson Avenue
Oroville, CA 95965

Date

RE: NSV IRWM Plan Support Letter

Dear Northern Sacramento Valley Integrated Regional Water Management Board:

Please accept this letter of support on behalf of Sites Project Authority for the Northern Sacramento Valley Integrated Regional Water Management Plan (NSV IRWMP). Our organization submitted the following project for consideration and inclusion the IRWMP: Sites Reservoir Project.

Our organization reviewed the NSV IRWMP, including the IRWMP's Goals and Objectives, and the current project lists. Following our review, our organization elected to support the NSV IRWMP, with the understanding that the projects currently included in the IRWMP only represent a preliminary inventory of projects and that the project lists will be modified periodically. We also understand that inclusion of a project in the IRWMP does not constitute "endorsement" by the NSV IRWM Board. Therefore, this letter of support is not an endorsement of projects, but rather a letter of support for the NSV IRWMP and process.

Our organization supports the NSV IRWMP because we believe that the IRWMP will be instrumental in addressing this region's water-related issues related to the goals and objectives of the plan. These goals include: water supply reliability, flood protection and planning, water quality protection and enhancement, watershed protection and management, IRWM sustainability, and public education and information dissemination.

Sincerely,

Leigh McDaniel, Chair
Sites Project Authority

Site Project Joint Powers Authority
Balance Sheet
August 31, 2015

ASSETS

Current Assets

Cking Acct- U.S. Bank- Local Funds	376,780.68	
Cking Acct- U.S. Bank- Grant Funds	0.00	
Accts Receivable - Membership Dues	0.00	

Total Current Assets	376,780.68
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Property and Equipment

Total Property and Equipment	0.00
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Other Assets

Prepaid ACWA- Agency Dues- 2015/16	2,183.00	
Total Other Assets	2,183.00	

Total Assets	\$ 378,963.68
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LIABILITIES AND CAPITAL

Current Liabilities

Accounts Payable - Local Funds	32,585.83	
Accounts Payable- Grant Funds	0.00	
Total Current Liabilities	32,585.83	

Long-Term Liabilities

Total Long-Term Liabilities	0.00
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Total Liabilities	32,585.83
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Equity

Net Assets	25,463.91	
Net Local Income (-) Local Expenses	320,913.94	
Total Equity- Local Funds	346,377.85	
Total Liabilities & Equity	\$ 378,963.68	

For Management Purposes Only

Attachment 3

Site Project Joint Powers Authority
 Program Income / Expenses
 1 < or the Eight Months Ending August 31, 2015

Program Income	Current Month	%	Year to Date	%	2015 Sites-JPA Annual Admin Budget	Funds Received to Date 31-Aug-15
Excess rollover dollars- 2014	0.00		0.00		24,355.67	
Contribution by Members						
Colusa County	0.00		0.00		0.00	0.00
Colusa County Water District	5,000.00		5,000.00		5,000.00	5,000.00
Glenn County	0.00		5,000.00		5,000.00	5,000.00
Glenn Colusa Irrigation District	0.00		100,000.00		100,000.00	100,000.00
Maxwell Irrigation District	0.00		17,000.00		17,000.00	17,000.00
Orland- Artois Water District	5,000.00		5,000.00		5,000.00	5,000.00
Proberta Water District & Others	5,000.00		5,000.00		5,000.00	5,000.00
Rec District 108	0.00		250,000.00		250,000.00	250,000.00
Tehama Colusa Canal Authority	0.00		0.00		0.00	0.00
Westside Water District	5,000.00		5,000.00		5,000.00	5,000.00
Yolo County Flood Control District	0.00		5,000.00		5,000.00	5,000.00
Total Local Fund Income	20,000.00		397,000.00		421,555.67	397,000.00
Program Expenses						
Accounting	1,694.25		8,554.50		15,000.00	
Audit Fee	0.00		5,900.00		3,250.00	
Contract Services - Manager	15,094.00		15,094.00		135,000.00	
Legal Fees - Admin	6,719.25		28,775.70		50,000.00	
Legal Fees - Project	0.00		906.08		10,000.00	
General Consulting Fees	3,097.02		8,560.25		50,000.00	
Facilitation / Outreach- Exp	0.00		4,375.00		65,000.00	
Travel & Mileage Reimb - Manager	1,798.31		1,798.31		15,000.00	
Congtingency Expense Acct	0.00		0.00		74,007.67	
Total Contract Services Expenses	28,402.83		73,963.84		417,257.67	
Operations Expenses						
Dues & Subscriptions	0.00		400.00		1,015.00	
Insurance - Liability, D&O	0.00		1,637.24		2,183.00	
Postage, Mail Service	0.00		84.98		150.00	
Supplies	0.00		0.00		750.00	
Total Operations Expenses	0.00		2,122.22		4,098.00	
Net Program Income(-) Admin Expenses	(8,402.83)		\$ 320,913.94		0.00	

For Management Purposes Only

Sites Project Joint Powers Authority
Aged Payables
As of Aug 31, 2015

Attachment 3

VendorID	Vendor	Conta Telephone 1	Invoice/CM #	0 - 30	60 I - 90 a s	Amount Due
Acwa/Joint Powers	ACWA / Joint Powers Insure		10/1/15 - 9/30/16	2,183.00		2,183.00
Acwa/Joint Powers	ACWA / Joint Powers Insu			2,183.00		2,183.00
Bond Tax & Financial	Bond Tax & Financial Servic		16541	1,694.25		1,694.25
Bond Tax & Financial	Bond Tax & Financial Sen			1,694.25		1,694.25
J.C. Watson, Inc	J.C. Watson, Inc		SPA- 001	16,892.31		16,892.31
J.C. Watson, Inc	J.C. Watson, Inc			16,892.31		16,892.31
Kenny, John	Kenny, Snowden & Norine		91373	6,719.25		6,719.25
Kenny, John	Kenny, Snowden & Norine			6,719.25		6,719.25
Title & Company LLP	Title & Company LLP	530-898-8647	982	2,000.00		2,000.00
Title & Company LLP	Title & Company LLP			2,000.00		2,000.00
URS Corporation	URS Corporation	916-679-2084	37604071	2,118.13		2,118.13
URS Corporation	URS Corporation	916-679-2084	37619634	978.89		978.89
URS Corporation	URS Corporation			3,097.02		3,097.02
Report Total				32,585.83		32,585.83

Sites Project Joint Powers Authority
General Ledger

For the Period From Aug 1, 2015 to Aug 31, 2015

Account ID	Account Description	Date	Reference	Jrnl	Trans Description	DebitAmt	Credit Amt	Balance
10200	Cking Acct- U.S. Bank	8/11/15			Beginning Balance			358,627.23
10200	Cking Acct- U.S. Bank	8/5/15	1123	CDJ	Kenny, Snowden & Norrine		6,349.30	
10200	Cking Acct- U.S. Bank	8/5/15	1124	CDJ	Bond Tax & Financial Services		497.25	
10200	Cking Acct- U.S. Bank	8/14/15	8/14/15	CRJ	Yolo County Flood Cot	5,000.00		
10200	Cking Acct- U.S. Bank	8/14/15	08/14/15	CRJ	Colusa County Water [20,000.00		
10200	Cking Acct- U.S. Bank				Current Period Change	25,000.00	6,846.55	18,153.45
		8/31/15			Ending Balance			376,780.68

JOHN SULLIVAN KENNY
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JONZ NORINE
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*Member - American Board
Of Trial Advocates

MEMORANDUM

TO: SITES JPA BOARD OF DIRECTORS

FROM: John S. Kenny, Attorney

DATE: September 10, 2015

RE: Second Amended and Restated Joint Powers Agreement (9/9/15)

Attached is a redline copy and a finished copy of the Second Amended and Restated Joint Powers Agreement. The latest version includes two proposed amendments approved by the Board at its Special Meeting on September 9.

First, Section 1.4 (dealing with the super majority vote regarding incurring debt) has been deleted. In its place, Section 4.8 has been added. Section 4.8 provides that the debts, obligations and liabilities are of the Authority only and not of the Member Agencies. This limits the financial exposure of the Member Agencies to third party contractual claims arising from actions taken by the Authority.

The previous changes were clean-up changes resulting from the adding of new members. Also included was a provision clarifying the Director and Alternate Director from each Agency. (See 3.2.)

As always, time is of the essence. It is hoped that each Agency will approve the Second Amended and Restated Joint Powers Agreement prior to the September 21 Authority meeting. It is asked that each Agency return a signature page and Resolution or Minute Order evidencing the Agency's approval of the signature.

It appears that several Agencies have not yet approved the First Amendment. If that is the case with your Agency, please have the Agency approve the First Amendment prior to the Second Amendment but it can be done at the same meeting. A signature page approving the First Amendment and a Minute Order authorizing the signature is requested.

If you have any questions, please advise.

JSK:jll/8002
Enclosure(s)
4827-0810-1160, v. 1

**SECOND AMENDED AND RESTATED
SITES PROJECT AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT**

This Joint Powers Agreement (“Agreement”) is made and entered into by and among Colusa County Water District (CCWD), County of Colusa (Colusa County), County of Glenn (Glenn County), Glenn-Colusa Irrigation District (GCID), Maxwell Irrigation District (Maxwell), Orland-Artois Water District (OAWD), Proberta Water District (PWD), Reclamation District 108 (RD 108), Tehama-Colusa Canal Authority (TCCA), Westside Water District (WWD), Yolo County Flood Control and Water Conservation District (YCFCWCD), hereinafter “Members.

”RECITALS

The Members are public entities located and operating in the Sacramento Valley, and are formed and operating under the laws of the State of California;

Congress and the State Legislature have declared that the Sacramento-San Joaquin Delta watershed and California’s water infrastructure are in crisis and they have encouraged regional and local public agencies to form joint powers authorities to improve the operation of the state’s water system;

Sites Reservoir (sometimes referred to as North of Delta Offstream Storage) has been identified by the State of California and the federal government as an important component of integrated water management in the Sacramento Valley that could advance the long-term co-equal objectives of improving water management and restoring ecological health for beneficial uses of the Sacramento-San Joaquin Delta and the Sacramento River watershed;

The principal purpose of this Agreement is to establish an independent special agency, known as the Sites Project Authority (“Authority”), that will have as its mission, to be a proponent and facilitator to design and potentially acquire, construct, manage, govern, and operate Sites Reservoir and related facilities; to improve the operation of the state’s water system; and to provide a net improvement in ecosystem and water quality conditions in the Sacramento River system and the Delta;

Each Member is uniquely situated with respect to Sites Reservoir and the related facilities to help design, acquire, construct, manage, govern, and operate the project to provide local, regional, and statewide public benefits and improve the state’s water system;

Certain Members executed the Memorandum of Understanding Between the Department of Water Resources, the United States Bureau of Reclamation, the Western Power Administration, the California Department of Fish and Game, the United States Fish and Wildlife Service, the Glenn-Colusa Irrigation District, the Tehama-Colusa Canal Authority, and Other CalFed Agencies and Local Interests Pursuant to the Directive with Respect to Sites Reservoir Contained in the CalFed Bay-Delta program Programmatic Record of Decision, August 28, 2000;

In August 2010, Glenn-Colusa Irrigation District, Reclamation District 108, Tehama-Colusa Canal Authority, Maxwell Irrigation District, County of Glenn, County of Colusa, Yolo County Flood and Water Conservation District entered into an Agreement creating a public entity known as the Authority.

By First Amendment to the Agreement in July 2015, Colusa County Water District, Westside Water District, Orland-Artois Water District and Proberta Water District became signatories to the Agreement and became Members of the Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Members as follows:

I. PURPOSES AND POWERS

1.1 Creation: Pursuant to the Joint Exercise of Powers Act ("Act"), California Government Code Section 6500 et seq., a public entity has been created to be known as the Sites Project Authority ("Authority"), which shall be an agency that is separate from its Members.

1.2 Purpose: The purpose of this Agreement is to establish an independent joint powers authority to exercise powers common to the Members to, among other things, effectively study, promote, develop, design, finance, acquire, construct, manage, and operate Sites Reservoir and related facilities such as recreation and power generation. The purposes of pursuing and developing Sites Reservoir are to: (1) increase surface water storage to enhance water management flexibility in the Sacramento Valley, (2) provide flood control benefits, (3) improve conditions for fish and wildlife in the Sacramento Valley, including anadromous fish in the Sacramento River, and (4) improve the operation of the state's water system to provide improvements in ecosystem and water quality conditions in the Bay-Delta while providing a more reliable water supply for the State of California.

1.3. Powers: The Authority shall have the power to pursue the purposes described above and to perform all acts necessary for the exercise of said powers, including, but not limited to, the ability to:

- 1.3.1. make and enter into contracts necessary for the full exercise of its powers;
- 1.3.2. perform studies, environmental review, engineering and design, and if appropriate, permitting, construction of water storage, and related conjunctive management;
- 1.3.3. contract for the services of engineers, attorneys, scientists, planners, financial consultants, and separate and apart therefrom, to employ such persons as it deems necessary;
- 1.3.4. hold or dispose of any property, including acquisition by eminent domain;

- 1.3.5. apply for, accept, and receive permits, licenses, grants, loans, or other funding from any federal, state or local public agency;
- 1.3.6. issue revenue bonds and other forms of indebtedness to the extent, and on the terms, provided by the Act;
- 1.3.7. incur debts, liabilities, and obligations;
- 1.3.8. adopt bylaws, rules, regulations, and procedures, governing the operation of the Authority.

1.4. **Manner of Exercise of Powers:** To the extent not specifically provided for in this Agreement or the Act, the Authority shall exercise its powers subject to the restrictions upon the manner of exercising the powers under the laws applicable to Irrigation Districts (California Water Code section 20510 et seq.).

1.5. **GCID and TCCA Operations:** The Parties anticipate that the Sites Reservoir project will be within or adjacent to GCID and/or TCCA districts with at least a portion of the conveyance of water into the reservoir to be accomplished by wheeling water through GCID's Main Canal and/or the Tehama-Colusa Canal. The Authority shall not have the power, except with the express written consent of GCID and/or TCCA, depending on which facilities are at issue, to enter into any agreements or otherwise take any action that will, directly or indirectly, decrease, restrict, or in any manner alter, modify or limit water rights, water supplies or contractual entitlements to water of GCID and/or TCCA (and, in the case of TCCA, the water agencies it serves) or the operations of their facilities or any facilities they operate under contract.

1.6. **Term:** This Agreement shall be effective when signed by all Members and shall continue until terminated in accordance with Section 6.2.

II. AUTHORITY MEMBERSHIP

2.1. **Generally:** Authority membership is comprised of the public agencies (as defined in Section 6500 of the Act) that are authorized to be Members and are signatories to this Agreement.

2.2. **DWR and Bureau of Reclamation:** The Authority may enter into a contract or other arrangement with the California Department of Water Resources (DWR) and the Bureau of Reclamation to carry out the purposes of this Agreement. DWR, upon the approval of the Authority Board, may be a non-voting, ex-officio member of the Authority.

2.3. **Addition of Members:** Entities authorized by law to participate in a JPA may subsequently become Members upon an affirmative vote of at least seventy-five percent (75%) of the total number of the Boards of the Member Agencies and the new Member's execution of this Agreement, as it may have been amended. Additional terms and conditions for new

Member's participation in the Authority, if any, shall be set forth in an amendment to this Agreement. Such terms and conditions shall be consistent with this Agreement and any contracts, resolutions, or indentures of the Authority then in effect.

2.4. Consultation Committee: A Consultation Committee will be formed to provide a forum in which non-Member public agencies and private entities provide input on matters affecting the Authority. The Consultation Committee will meet on a regular basis to exchange information and provide input concerning upcoming decisions expected to be made by the Authority. Consultation Committee Members will not have a seat on the Board and will not vote on matters before the Authority, but will have an opportunity to inquire about relevant matters, be apprised by the Authority of issues of interest, and make recommendations concerning pending decisions. The purpose of the Consultation Committee is to maximize transparency regarding the decision-making process and facilitate the exchange of information; provide opportunity for comment, input, and recommendations; and ensure meaningful discussions regarding the rationale for decisions and the outcomes that result.

III. GOVERNANCE AND INTERNAL ORGANIZATION

3.1. Board of Directors: The governing body of the Authority shall be a Board of Directors(Board) that will conduct all business on behalf of the Authority consistent with this Agreement and applicable law. The Board will consist of one representative of each member.

3.2. Appointment: Each Member Agency shall appoint a Director to the Sites JPA. Each member Agency shall also be entitled to appoint an Alternate Director to the Sites JPA. The role of the Alternate Director shall be to assume the duties of a Member Agency's Director in case of the absence or unavailability of such Director. Directors and Alternates both serve at the pleasure of the governing body of their respective Member Agency. Member Agencies shall communicate their initial Director and Alternate selections, and any subsequent changes thereto, to the Sites JPA in writing. Each Member Agency is only entitled to have one vote, either by its Director or the Alternate, at a meeting of the Sites JPA.

3.3. Meetings: The Board shall hold at least one regular meeting per year, and may hold regular or special meetings at more frequent intervals. All meetings of the Board shall be called, held, noticed, and conducted subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.).

3.4. Quorum: A majority of the total number of Directors shall constitute a quorum.

3.5. Voting: The Board shall take action only upon an affirmative vote of a majority of the total number of Directors, except where a supermajority is required by specific provisions herein. Each Board member shall have one vote.

3.6. Officers:

3.6.1. The Board shall select, from among the Directors, a Chair, who will be the presiding officer for all Board meetings, and a Vice-Chair, who will preside in the absence of the Chair.

3.6.2. The Board shall also select a Secretary, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority, and a Treasurer, who shall be the depository and have custody of all money of the Authority and shall perform the duties specified in Government Code section 6505.5. The Treasurer shall be bonded in accordance with Government Code Section 6505.1 and shall pay all demands against the Authority that have been approved by the Board. The Board may combine the positions of Secretary and Treasurer.

3.7. General manager. The Board may appoint a General manager or assign staff of one or more Members to conduct the business of the Authority in accordance with the policies of the Board; provided that no Member's staff will be so assigned without the consent of that Member. The General Manager serves at the pleasure of the Board and may be an employee or a contractor of the Authority.

3.8. Liability of Authority, Officers, and Employees: The Directors, officers, and any employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No Director, officer, employee or agent will be responsible for any act or omission by another board member, officer or employee. The Authority shall indemnify and hold harmless the individual board members, officers, employees, and agents of the Authority for any action taken lawfully and in good faith pursuant to this Agreement. Nothing in this section shall be construed to limit the defenses available under the law, to the Members, the Authority, or its Directors, officers, employees or agent.

IV. FINANCIAL PROVISIONS

4.1. Fiscal year: The fiscal year shall run concurrent with the calendar year, unless the Directors decide otherwise.

4.2. Depository: All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with the funds of any Member or any other person or entity. Regular reports shall be made as directed by the Board, but at least quarterly, to the Board of all receipts and disbursements. The books and records shall be open to inspection by the Board and individual Directors upon reasonable notice.

4.3. Budgets: A draft budget will be prepared for the Member Agencies to review 45 days before the beginning of the fiscal year. The Board shall approve the budget no later than 15 days before the beginning of the fiscal year. The budget shall include:

4.3.1. General and administrative costs include the general operation and administration of the Authority. These costs do not include any costs incurred by the Authority directly as a result of a specific Project Agreement as described in Article V.

4.3.2. Project specific costs shall be fully described and specified in a Project Agreement.

The Board shall ensure that all costs incurred by the Authority directly relating to any specific project will be paid only by the parties to the Project Agreement and will not be paid for by the Authority as general and administrative costs.

4.4 Initial Contributions: Upon formation of the Authority, each member shall contribute \$5,000 for the initial general and administrative costs and to begin developing and implementing Project Agreements.

4.5. Recovery of General and Administrative Costs:

4.5.1. The Board may assess each Member for the general and administrative costs to operate the Authority. Payments of public funds may be made to defray the costs incurred in carrying out such purposes, and advances of funds may be made for use in doing so, to be repaid as provided in this Agreement. Personnel, equipment or property of one or more of the Members may be used in lieu of other contributions or advances, upon Board approval, and will be treated as a contribution from that Member.

4.5.2. General and administrative costs incurred by the Authority in carrying out its purposes, as described in Section 4.3.1., shall be shared by the Parties as determined by the Board.

4.5.3. The Authority shall periodically, as necessary, issue an invoice to each Member reflecting the expenses attributable to that Member in accordance with this Agreement. The Authority must receive payment within 30 days of the date listed on the invoice. Delinquent sums shall bear interest at twelve percent (12%) per year.

4.5.4. Upon request of any Member, the Authority shall produce and allow the inspection of all documents relating to the computation of expenses attributable to the Members under this Agreement. If a Member does not agree with the amount listed on the invoice, it must make full payment and provide a cover letter accompanying payment to the Authority specifying the amount in dispute and providing a detailed explanation of the basis for the dispute. The Authority shall advise the disputing Member of the Authority's determination within 30 business days.

4.6. Auditor: An auditor shall be chosen annually by, and serve at the pleasure of, the Board. The auditor shall make an annual audit of the accounts and records of the Authority. A report shall be filed as a public record with the Auditor of the County where the Authority is domiciled, consistent with Section 6505 of the Act, and with each agency that is a Member or an advisory member. Such report shall also be filed with the California Secretary of State or State Controller within twelve months of the end of the fiscal year.

4.7. Bonds: The Board shall, from time to time, designate the officers or other persons who have charge of, handle, or have access to any property of the Authority and shall require such officers or persons to file an official bond, at the Authority's expense, in an amount to be fixed by the Board.

4.8. Members Limited Liability: As provided by Government Code Section 6508.1, the debts, liabilities, and obligations of the Authority shall be the debts, liabilities, and obligations of the Authority only, and not of the constituent Members of the Authority.

V. PROJECT AGREEMENTS

5.1. General: The Authority intends to carry out the purposes of this Agreement through projects that are consistent with the joint exercise of powers described herein. Funding and participation in any project undertaken by the Authority shall be governed by a project Agreement. The Authority may undertake all or any portion of each project on its own or it may enter into agreements with the State of California, the United States, or any other public or private entity.

5.2. Parties to Agreement: Prior to undertaking a project, the Members electing to participate in the project shall enter into a Project Agreement. A project Agreement may involve the Authority or one or more Members. No Member shall be required to be involved in a Project Agreement.

5.3. project Agreement: Each Project Agreement shall provide the terms and conditions by which the Members will participate in the project. All assets, rights, benefits and obligations attributable to the project shall be assets, rights, benefits and obligations of those Members that have entered into the project Agreement. Any debts, liabilities, obligations or indebtedness incurred by the Authority in regard to a particular project shall be the debts, liabilities, obligations, and indebtedness of the Members who have executed the respective Project Agreement and shall not be the debts, liabilities, obligations or indebtedness of the Members that have not executed the Project Agreement, nor of the Authority, in the absence of the Authority's execution of the project Agreement. If a project is undertaken by less than all the Members, the Members to a Project Agreement shall appoint a representative to a Project Committee for that project. The Project Agreement may include entities that are not Members to this Agreement and may include advisory members or other public or private entities.

VI. WITHDRAWAL AND TERMINATION

6.1. Termination:

6.1.1. Mutual Termination. This Agreement may be terminated by the mutual agreement of at least seventy-five percent (75%) of the total number of the Boards of the Member Agencies in writing.

6.1.2. Termination of a Member by the Authority. This Agreement may be terminated with respect to any Member upon an affirmative vote of the Board of Directors consisting of at least seventy-five percent (75%) of all Members. Prior to any vote to terminate this Agreement

with respect to a Member, written notice of the proposed termination and the reason(s) for such termination shall be presented at a regular Board meeting with opportunity for discussion. The Member subject to possible termination shall have the opportunity at the next regular Board meeting to respond to any reasons and allegations that may be cited as a basis for termination prior to a vote. If a member is terminated, that Member will be responsible for its share of any costs incurred by the Authority up to the date of termination.

6.2. Member Withdrawal from Authority: Any Member may withdraw from this Agreement by giving at least 30 days written notice of its election to do so, which notice shall be given to the Authority and each Member to this Agreement; provided that such withdrawal does not in any way impair any contracts or obligations of the Authority then in effect. Prior to withdrawal or as soon as an accounting can be completed, the withdrawing Member shall pay its share of General and Administrative Costs, described in Section 4.5p; provided, however, the withdrawing member shall only be liable for expenses incurred through the date of withdrawal. The withdrawing Member shall also be responsible for any claims, demands, damages, or liability arising from this Agreement through the date of withdrawal. With respect to a particular project, and subject to the terms of the applicable Project Agreement, the withdrawing Member shall be responsible for its share of all costs, expenses, advances, contractual obligations, and other obligations, including bonds, notes or other indebtedness issued by the Authority while such withdrawing entity was a party to a project Agreement. The remaining parties to a Project Agreement shall have the option of discontinuing a project and/or acquiring the interests of the withdrawing party. If the remaining Members to a Project Agreement in Article V decide to terminate the Project Agreement, any remaining funds will be allocated pursuant to the terms of the agreement and the costs will be allocated to all parties as described in the Project Agreement, including the withdrawing party.

6.3. Disposition of Assets Upon Termination: Upon termination of this Agreement, any surplus money or assets in the possession of the Authority for use under this Agreement, after payment of liabilities, costs, expenses and charges incurred under this Agreement, shall be returned to the then-existing Members in proportion to the contributions made by each. Unless otherwise agreed, all other property, works, rights and interests of the Authority shall be allocated to the then-existing Members in the same manner upon termination. Notwithstanding the foregoing, at the time of termination of this Agreement, upon a vote of the Board of Directors consisting of no less than a majority of the voting shares of all then existing members of the Board to sell the property, works, rights and interests of the Authority to a public utility, governmental agency, or other entity or entities for good and adequate consideration, the Authority shall have the power to consummate such a sale and the net proceeds from the sale shall be distributed in the same manner as set forth above.

VII. DEFINITIONS

As used in this Agreement, the meaning of the terms used hereafter shall be as follows:

7.1. Agreement: This Joint Exercise of Powers Agreement as it currently exists or as it may be amended or revised from time to time.

7.2. authority: The Sites Project Authority as organized by this Agreement.

7.3. Board of Directors or Board: the governing body of the Authority as established in Article III of this Agreement.

7.4. Member: the signatories to this Agreement, and any additional Member added pursuant to Section 2.3.

VIII. MISCELLANEOUS PROVISIONS

8.1. Amendment of Agreement: This Agreement may be amended only by an affirmative vote of at least seventy-five percent (75%) of the Boards of the Member Agencies. The Authority shall provide notice to all Members of amendments to this Agreement, including the effective date of such amendments.

8.2. Assignment: Except as otherwise expressed in this Agreement, the rights and duties of the Members may not be assigned or delegated without the advance written consent of all the other Members, and any attempt to assign or delegate such rights or duties in contravention of this section shall be full and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members. This section does not prohibit a Member from entering into an independent agreement with another agency, person or entity regarding the funding or financing of that Member's contributions to the Authority, or the disposition of the proceeds which that Member receives under this Agreement, so long as the independent agreement does not affect or purport to affect, the rights and duties of the Authority or the Members under this Agreement. Assignment of interests under a Project Agreement shall be governed by that Agreement and consistent with the provisions herein.

8.3. Severability: If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid, and enforced to the maximum extent possible.

8.4. Execution by Counterparts: This Agreement may be executed in any number of counterparts and upon execution by all Members, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but have attached to it one or more signature pages.

8.5. Members to be Served Notice: Any notice authorized to be given pursuant to this Agreement shall be validly given if served in writing either personally, by facsimile, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (i) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt; (ii) by mail shall be conclusively deemed given 48 hours after the deposit thereof if the sender returns the receipt;

and (iii) by facsimile, upon receipt by sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety and received at the recipient's facsimile number. All Notices shall be addressed to:

Colusa County Water District
General Manager
P.O. Box 337
Arbuckle, CA 95912

County of Colusa
Chair of the Board of Supervisors
547 Market Street, Suite 108
Colusa, CA 95932

County of Glenn
Chair of the Board of Supervisors
525 West Sycamore Street
Willows, CA 95988

Glenn-Colusa Irrigation District
General Manager
P.O. Box 150
Willows, CA 95988

Maxwell Irrigation District
General Manager
P.O. Box 217
Maxwell, CA 95955

Orland-Artois Water District
General Manager
P.O. Box 218
Orland, CA 95963

Proberta Water District
P.O. Box 134
Proberta, CA 96078

Reclamation District 108
General Manager
P.O. Box 50
Grimes, CA 95950

Tehama-Colusa Canal Authority
General Manager
P.O. Box 1025
Willows, CA 95988

Westside Water District
General Manager
5005 CA-20
Williams, CA 95987

Yolo County Flood Control and Water Conservation District
34274 State Highway 16
Woodland, CA 95695

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective governing bodies, have caused their names to be affixed by their proper and respective officers on the date shown below:

Dated: _____, 2015 COLUSA COUNTY WATER DISTRICT

By: _____

Dated: _____, 2015 COUNTY OF COLUSA

By: _____

Dated: _____, 2015 COUNTY OF GLENN

By: _____

Dated: _____, 2015 GLENN-COLUSA IRRIGATION
DISTRICT

By: _____

ATTACHMENT 4

Dated: _____, 2015

MAXWELL IRRIGATION DISTRICT

By: _____

Dated: _____, 2015

ORLAND-ARTOIS WATER DISTRICT

By: _____

Dated: _____, 2015

PROBERTA WATER DISTRICT

By: _____

Dated: _____, 2015

RECLAMATION DISTRICT 108

By: _____

Dated: _____, 2015

TEHAMA-COLUSA CANAL
AUTHORITY

By: _____

Dated: _____, 2015

WESTSIDE WATER DISTRICT

By: _____

Dated: _____, 2015

YOLO COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

By: _____

SECOND AMENDED AND RESTATED
SITES PROJECT AUTHORITY
JOINT EXERCISE OF POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is made and entered into by and among Colusa County Water District (CCWD), County of Colusa (Colusa County), County of Glenn (Glenn County), Glenn-Colusa Irrigation District (GCID), Maxwell Irrigation District (Maxwell), Orland-Artois Water District (OAWD), Proberta Water District (PWD), Reclamation District 108 (RD 108), Tehama-Colusa Canal Authority (TCCA), Westside Water District (WWD), Yolo County Flood Control and Water Conservation District (YCFCWCD), hereinafter "Members."

~~This Joint Powers Agreement ("Agreement") is made and entered into by and among Glenn-Colusa Irrigation District (GCID), Reclamation District 108 (RD 108), the Tehama-Colusa Canal Authority (TCCA), Maxwell Irrigation District (Maxwell), County of Glenn (Glenn County), County of Colusa (Colusa County), and Yolo County Flood Control and Water Conservation District (YCFCWCD) hereinafter "Members."~~

RECITALS

The Members are public entities located and operating in the Sacramento Valley, and are formed and operating under the laws of the State of California;

Congress and the State Legislature have declared that the Sacramento-San Joaquin Delta watershed and California's water infrastructure are in crisis and they have encouraged regional and local public agencies to form joint powers authorities to improve the operation of the state's water system;

Sites Reservoir (sometimes referred to as North of Delta Offstream Storage) has been identified by the State of California and the federal government as an important component of integrated water management in the Sacramento Valley that could advance the long-term co-equal objectives of improving water management and restoring ecological health for beneficial uses of the Sacramento-San Joaquin Delta and the Sacramento River watershed;

The principal purpose of this Agreement is to establish an independent special agency, known as the Sites Project Authority ("Authority"), that will have as its mission, to be a proponent and facilitator to design and potentially acquire, construct, manage, govern, and operate Sites Reservoir and related facilities; to improve the operation of the state's water system; and to provide a net improvement in ecosystem and water quality conditions in the Sacramento River system and the Delta;

Each Member is uniquely situated with respect to Sites Reservoir and the related facilities to help design, acquire, construct, manage, govern, and operate the project to provide local, regional, and statewide public benefits and improve the state's water system;

Certain Members executed the Memorandum of Understanding Between the Department of Water Resources, the United States Bureau of Reclamation, the Western Power Administration, the California Department of Fish and Game, the United States Fish and Wildlife Service, the Glenn-Colusa Irrigation District, the Tehama-Colusa Canal Authority, and Other CalFed Agencies and Local Interests Pursuant to the Directive with Respect to Sites Reservoir Contained in the CalFed Bay-Delta program Programmatic Record of Decision, August 28, 2000;

In August 2010, Glenn-Colusa Irrigation District, Reclamation District 108, Tehama-Colusa Canal Authority, Maxwell Irrigation District, County of Glenn, County of Colusa, Yolo County Flood and Water Conservation District entered into an Agreement creating a public entity known as the Authority.

By First Amendment to the Agreement in July 2015, Colusa County Water District, Westside Water District, Orland-Artois Water District and Proberta Water District became signatories to the Agreement and became Members of the Authority.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth, it is agreed by and among the Members as follows:

I. PURPOSES AND POWERS

1.1 Creation: ~~There is hereby created~~ Pursuant to the Joint Exercise of Powers Act (“Act”), California Government Code Section 6500 et seq., a public entity has been created to be known as the Sites Project Authority (“Authority”), which shall be an agency that is separate from its Members.

1.2 Purpose: The purpose of this Agreement is to establish an independent joint powers authority to exercise powers common to the Members to, among other things, effectively study, promote, develop, design, finance, acquire, construct, manage, and operate Sites Reservoir and related facilities such as recreation and power generation. The purposes of pursuing and developing Sites Reservoir are to: (1) increase surface water storage to enhance water management flexibility in the Sacramento Valley, (2) provide flood control benefits, (3) improve conditions for fish and wildlife in the Sacramento Valley, including anadromous fish in the Sacramento River, and (4) improve the operation of the state’s water system to provide improvements in ecosystem and water quality conditions in the Bay-Delta while providing a more reliable water supply for the State of California.

1.3. Powers: The Authority shall have the power to pursue the purposes described above and to perform all acts necessary for the exercise of said powers, including, but not limited to, the ability to:

1.3.1. make and enter into contracts necessary for the full exercise of its powers;

- 1.3.2. perform studies, environmental review, engineering and design, and if appropriate, permitting, construction of water storage, and related conjunctive management;
- 1.3.3. contract for the services of engineers, attorneys, scientists, planners, financial consultants, and separate and apart therefrom, to employ such persons as it deems necessary;
- 1.3.4. hold or dispose of any property, including acquisition by eminent domain;
- 1.3.5. apply for, accept, and receive permits, licenses, grants, loans, or other funding from any federal, state or local public agency;
- 1.3.6. issue revenue bonds and other forms of indebtedness to the extent, and on the terms, provided by the Act;
- 1.3.7. incur debts, liabilities, and obligations;
- 1.3.8. adopt bylaws, rules, regulations, and procedures, governing the operation of the Authority.

~~1.4. Supermajority Vote for Certain Obligations: The Authority shall not incur any obligation under Articles 1.3.5., 1.3.6, or 1.3.7 in excess of \$150,000, except upon an affirmative vote of at least seventy-five percent (75%) of the total number of the Members.~~

~~1.45. Manner of Exercise of Powers: To the extent not specifically provided for in this Agreement or the Act, the Authority shall exercise its powers subject to the restrictions upon the manner of exercising the powers under the laws applicable to Irrigation Districts (California Water Code section 20510 et seq.).~~

~~1.56. GCID and TCCA Operations: The Parties anticipate that the Sites Reservoir project will be within or adjacent to GCID and/or TCCA districts with at least a portion of the conveyance of water into the reservoir to be accomplished by wheeling water through GCID's Main Canal and/or the Tehama-Colusa Canal. The Authority shall not have the power, except with the express written consent of GCID and/or TCCA, depending on which facilities are at issue, to enter into any agreements or otherwise take any action that will, directly or indirectly, decrease, restrict, or in any manner alter, modify or limit water rights, water supplies or contractual entitlements to water of GCID and/or TCCA (and, in the case of TCCA, the water agencies it serves) or the operations of their facilities or any facilities they operate under contract.~~

~~1.67. Term: This Agreement shall be effective when signed by all Members and shall continue until terminated in accordance with Section 6.2.~~

II. AUTHORITY MEMBERSHIP

2.1. Generally: Authority membership is comprised of the public agencies (as defined in Section 6500 of the Act) that are authorized to be Members and are signatories to this Agreement.

2.2. DWR and Bureau of Reclamation: The Authority may enter into a contract or other arrangement with the California Department of Water Resources (DWR) and the Bureau of Reclamation to carry out the purposes of this Agreement. DWR, upon the approval of the Authority Board, may be a non-voting, ex-officio member of the Authority.

2.3. Addition of Members: Entities authorized by law to participate in a JPA may subsequently become Members upon an affirmative vote of at least seventy-five percent (75%) of the total number of the Boards of the Members Agencies and the new Member's execution of this Agreement, as it may have been amended. Additional terms and conditions for new Member's participation in the Authority, if any, shall be set forth in an amendment to this Agreement. Such terms and conditions shall be consistent with this Agreement and any contracts, resolutions, or indentures of the Authority then in effect.

2.4. Consultation Committee: A Consultation Committee will be formed to provide a forum in which non-Member public agencies and private entities provide input on matters affecting the Authority. The Consultation Committee will meet on a regular basis to exchange information and provide input concerning upcoming decisions expected to be made by the Authority. Consultation Committee Members will not have a seat on the Board and will not vote on matters before the Authority, but will have an opportunity to inquire about relevant matters, be apprised by the Authority of issues of interest, and make recommendations concerning pending decisions. The purpose of the Consultation Committee is to maximize transparency regarding the decision-making process and facilitate the exchange of information; provide opportunity for comment, input, and recommendations; and ensure meaningful discussions regarding the rationale for decisions and the outcomes that result.

III. GOVERNANCE AND INTERNAL ORGANIZATION

3.1. Board of Directors: The governing body of the Authority shall be a Board of Directors(Board) that will conduct all business on behalf of the Authority consistent with this Agreement and applicable law. The Board will consist of one representative of each member.

3.2. Appointment: Each Director shall be appointed by and serve at the pleasure of the governing body of each respective Member. Each Member Agency shall appoint a Director to the Sites JPA. Each member Agency shall also be entitled to appoint an Alternate Director to the Sites JPA. The role of the Alternate Director shall be to assume the duties of a Member Agency's Director in case of the absence or unavailability of such Director. Directors and Alternates both serve at the pleasure of the governing body of their respective Member Agency. Member Agencies shall communicate their initial Director and Alternate selections, and any subsequent changes thereto, to the Sites JPA in writing. Each Member Agency is only entitled to have one vote, either by its Director or the Alternate, at a meeting of the Sites JPA.

3.3. Meetings: The Board shall hold at least one regular meeting per year, and may hold regular or special meetings at more frequent intervals. All meetings of the Board shall be called, held, noticed, and conducted subject to the provisions of the Ralph M. Brown Act (Government Code Section 54950, et seq.).

3.4. Quorum: A majority of the total number of Directors shall constitute a quorum.

3.5. Voting: The Board shall take action only upon an affirmative vote of a majority of the total number of Directors, except where a supermajority is required by specific provisions herein. Each Board member shall have one vote.

3.6. Officers:

3.6.1. The Board shall select, from among the Directors, a Chair, who will be the presiding officer for all Board meetings, and a Vice-Chair, who will preside in the absence of the Chair.

3.6.2. The Board shall also select a Secretary, who shall be responsible for keeping the minutes of all meetings of the Board and all other official records of the Authority, and a Treasurer, who shall be the depository and have custody of all money of the Authority and shall perform the duties specified in Government Code section 6505.5. The Treasurer shall be bonded in accordance with Government Code Section 6505.1 and shall pay all demands against the Authority that have been approved by the Board. The Board may combine the positions of Secretary and Treasurer.

3.7. General manager. The Board may appoint a General manager or assign staff of one or more Members to conduct the business of the Authority in accordance with the policies of the Board; provided that no Member's staff will be so assigned without the consent of that Member. The General Manager serves at the pleasure of the Board and may be an employee or a contractor of the Authority.

3.8. Liability of Authority, Officers, and Employees: The Directors, officers, and any employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers and in the performance of their duties pursuant to this Agreement. No Director, officer, employee or agent will be responsible for any act or omission by another board member, officer or employee. The Authority shall indemnify and hold harmless the individual board members, officers, employees, and agents of the Authority for any action taken lawfully and in good faith pursuant to this Agreement. Nothing in this section shall be construed to limit the defenses available under the law, to the Members, the Authority, or its Directors, officers, employees or agent.

IV. FINANCIAL PROVISIONS

4.1. Fiscal year: The fiscal year shall run concurrent with the calendar year, unless the Directors decide otherwise.

4.2. Depository: All funds of the Authority shall be held in separate accounts in the name of the Authority and not commingled with the funds of any Member or any other person or entity. Regular reports shall be made as directed by the Board, but at least quarterly, to the Board of all receipts and disbursements. The books and records shall be open to inspection by the Board and individual Directors upon reasonable notice.

4.3. Budgets: A draft budget will be prepared for the Members Agencies to review 45 days before the beginning of the fiscal year. The Board shall approve the budget no later than 15 days before the beginning of the fiscal year. The budget shall include:

4.3.1. General and administrative costs include the general operation and administration of the Authority. These costs do not include any costs incurred by the Authority directly as a result of a specific Project Agreement as described in Article V.

4.3.2. Project specific costs shall be fully described and specified in a Project Agreement.

The Board shall ensure that all costs incurred by the Authority ~~directly~~ directly relating to any specific project will be paid only by the parties to the Project Agreement and will not be paid for by the Authority as general and administrative costs.

4.4 Initial Contributions: Upon formation of the Authority, each member shall contribute \$5,000 for the initial general and administrative costs and to begin developing and implementing Project Agreements.

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4.5.1. The Board may assess each Member for the general and administrative costs to operate the Authority. Payments of public funds may be made to defray the costs incurred in carrying out such purposes, and advances of funds may be made for use in doing so, to be repaid as provided in this Agreement. Personnel, equipment or property of one or more of the Members may be used in lieu of other contributions or advances, upon Board approval, and will be treated as a contribution from that Member.

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4.5.3. The Authority shall periodically, as necessary, issue an invoice to each Member reflecting the expenses attributable to that Member in accordance with this Agreement. The Authority must receive payment within 30 days of the date listed on the invoice. Delinquent sums shall bear interest at twelve percent (12%) per year.

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4.7. Bonds: The Board shall, from time to time, designate the officers or other persons who have charge of, handle, or have access to any property of the Authority and shall require such officers or persons to file an official bond, at the Authority's expense, in an amount to be fixed by the Board.

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5.1. General: The Authority intends to carry out the purposes of this Agreement through projects that are consistent with the joint exercise of powers described herein. Funding and participation in any project undertaken by the Authority shall be governed by a project Agreement. The Authority may undertake all or any portion of each project on its own or it may enter into agreements with the State of California, the United States, or any other public or private entity.

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6.2. Member Withdrawal from Authority: Any Member may withdraw from this Agreement by giving at least 30 days written notice of its election to do so, which notice shall be given to the Authority and each Member to this Agreement; provided that such withdrawal does not in any way impair any contracts or obligations of the Authority then in effect. Prior to withdrawal or as soon as an accounting can be completed, the withdrawing Member shall pay its share of General and Administrative Costs, described in Section 4.5p; provided, however, the withdrawing member shall only be liable for expenses incurred through the date of withdrawal. The withdrawing Member shall also be responsible for any claims, demands, damages, or liability arising from this Agreement through the date of withdrawal. With respect to a particular project, and subject to the terms of the applicable Project Agreement, the withdrawing Member shall be responsible for its share of all costs, expenses, advances, contractual obligations, and other obligations, including bonds, notes or other indebtedness issued by the Authority while such withdrawing entity was a party to a project Agreement. The remaining parties to a Project Agreement shall have the option of discontinuing a project and/or acquiring the interests of the withdrawing party. If the remaining Members to a Project Agreement in Article V decide to terminate the Project Agreement, any remaining funds will be allocated pursuant to the terms of the agreement and the costs will be allocated to all parties as described in the Project Agreement, including the withdrawing party.

6.3. Disposition of Assets Upon Termination: Upon termination of this Agreement, any surplus money or assets in the possession of the Authority for use under this Agreement, after payment of liabilities, costs, expenses and charges incurred under this Agreement, shall be returned to the then-existing Members in proportion to the contributions made by each. Unless otherwise agreed, all other property, works, rights and interests of the Authority shall be allocated to the then-existing Members in the same manner upon termination. Notwithstanding

the foregoing, at the time of termination of this Agreement, upon a vote of the Board of Directors consisting of no less than a majority of the voting shares of all then existing members of the Board to sell the property, works, rights and interests of the Authority to a public utility, governmental agency, or other entity or entities for good and adequate consideration, the Authority shall have the power to consummate such a sale and the net proceeds from the sale shall be distributed in the same manner as set forth above.

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7.1. Agreement: This Joint Exercise of Powers Agreement as it currently exists or as it may be amended or revised from time to time.

7.2. authority: The Sites Project Authority as organized by this Agreement.

7.3. Board of Directors or Board: the governing body of the Authority as established in Article III of this Agreement.

7.4. Member: the signatories to this Agreement, and any additional Member added pursuant to Section 2.3.

VIII. MISCELLANEOUS PROVISIONS

8.1. Amendment of Agreement: This Agreement may be amended only by an affirmative vote of at least seventy-five percent (75%) of the Boards of the Member Agencies. The Authority shall provide notice to all Members of amendments to this Agreement, including the effective date of such amendments.

8.2. Assignment: Except as otherwise expressed in this Agreement, the rights and duties of the Members may not be assigned or delegated without the advance written consent of all the other Members, and any attempt to assign or delegate such rights or duties in contravention of this section shall be full and void. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members. This section does not prohibit a Member from entering into an independent agreement with another agency, person or entity regarding the funding or financing of that Member's contributions to the Authority, or the disposition of the proceeds which that Member receives under this Agreement, so long as the independent agreement does not affect or purport to affect, the rights and duties of the Authority or the Members under this Agreement. Assignment of interests under a Project Agreement shall be governed by that Agreement and consistent with the provisions herein.

8.3. Severability: If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Members that the remainder of the Agreement shall not be affected thereby. Such clauses, sentences, paragraphs or provisions shall be deemed reformed so as to be lawful, valid, and enforced to the maximum extent possible.

8.4. Execution by Counterparts: This Agreement may be executed in any number of counterparts and upon execution by all Members, each executed counterpart shall have the same force and effect as an original instrument and as if all Members had signed the same instrument. Any signature page of this Agreement may be detached from any counterpart of this Agreement without impairing the legal effect of any signatures thereon, and may be attached to another counterpart of this Agreement identical in form hereto but have attached to it one or more signature pages.

8.5. Members to be Served Notice: Any notice authorized to be given pursuant to this Agreement shall be validly given if served in writing either personally, by facsimile, by deposit in the United States mail, first class postage prepaid with return receipt requested, or by a recognized courier service. Notices given (i) personally or by courier service shall be conclusively deemed received at the time of delivery and receipt; (ii) by mail shall be conclusively deemed given 48 hours after the deposit thereof if the sender returns the receipt; and (iii) by facsimile, upon receipt by sender of an acknowledgment or transmission report generated by the machine from which the facsimile was sent indicating that the facsimile was sent in its entirety and received at the recipient's facsimile number. All Notices shall be addressed to:

Colusa County Water District
General Manager
P.O. Box 337
Arbuckle, CA 95912

County of Colusa
Chair of the Board of Supervisors
547 Market Street, Suite 108
Colusa, CA 95932

County of Glenn
Chair of the Board of Supervisors
525 West Sycamore Street
Willows, CA 95988

Glenn-Colusa Irrigation District
General Manager
P.O. Box 150
Willows, CA 95988

Maxwell Irrigation District
General Manager
P.O. Box 217
Maxwell, CA 95955

Orland-Artois Water District
General Manager
P.O. Box 218
Orland, CA 95963

Proberta Water District
P.O. Box 134
Proberta, CA 96078

Reclamation District 108
General Manager
P.O. Box 50
Grimes, CA 95950

Tehama-Colusa Canal Authority
General Manager
P.O. Box 1025
Willows, CA 95988

Westside Water District
General Manager
5005 CA-20
Williams, CA 95987

Yolo County Flood Control and Water Conservation District
34274 State Highway 16
Woodland, CA 95695

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective governing bodies, have caused their names to be affixed by their proper and respective officers on the date shown below:

Dated: _____, 2015

COLUSA COUNTY WATER DISTRICT

By: _____

Dated: _____, 2015

COUNTY OF COLUSA

By: _____

Dated: _____, 2015

COUNTY OF GLENN

By: _____

Dated: _____, 2015

GLENN-COLUSA IRRIGATION
DISTRICT

By: _____

Dated: _____, 2015

MAXWELL IRRIGATION DISTRICT

By: _____

Dated: _____, 2015

ORLAND-ARTOIS WATER DISTRICT

By: _____

Dated: _____, 2015

PROBERTA WATER DISTRICT

By: _____

Dated: _____, 2015

RECLAMATION DISTRICT 108

By: _____

Dated: _____, 2015

TEHAMA-COLUSA CANAL
AUTHORITY

By: _____

Dated: _____, 2015

WESTSIDE WATER DISTRICT

By: _____

Dated: _____, 2015

YOLO COUNTY FLOOD CONTROL
& WATER CONSERVATION DISTRICT

By: _____

4850-7921-6935, v. 1

DRAFT

Proposed ground rules for cost management – Conceptual

Purpose: Implementation of the phase 1 work plan requires agreement on a set of ground rules - based on best management practices - that each of the participating member agencies agree to abide by for the implementation of the Sites Reservoir Project. It is anticipated that these ground rules will evolve and will need to be re-affirmed prior to starting any subsequent phase of work.

Comment 1: This document contains a number of working assumptions that are intended to initiate discussion by the board to then establish policies that will apply to this organization.

Comment 2: The final set of ground rules should be memorialized either as part of the bylaws contemplated in the Sites Project Authority Agreement or as a separate document. It should apply to both voting and non-voting member agencies who provide either cash equivalent or in-kind services.

Foundational (not a complete or comprehensive list):

- Each cost center (aka Project Agreement) shall maintain, at all times, a positive cash flow. Unless amended by a majority of member agencies providing financial contributions to a cost center, the positive cash flow will be established based on when approval to commit costs to a specific set of tasks or activities has occurred and *not* when costs are incurred (i.e. when a consultant task order is approved and not when invoices for the work are received).
- The process that was described at the August 24 special board meeting, as amended by Board's concurrence, shall be used as the basis for managing the work, commitment of funds, & determining the obligation of each participating member agency.
- The commitment to fund the day-to-day management and administration of the Sites Project Authority takes precedence over any of the subordinate cost centers. Failure to fully fund the expense cost center used to fund the Sites Project Authority can result in work stoppages at the subordinate capital cost center.

In addition:

- a. A "dispute-resolution" process is needed to address issues arising at the interface between the Sites Project Authority and subordinate cost centers.
- b. Need to address issues associated with a member agency being in a minority voting position that resulted in majority agreement to increase the commitment of funds or authorizes work the minority position

opposed (see comment 3 which proposes defining material changes as a to partially address this item). At a minimum, an entity in the minority position should be allowed to withdraw from either the capital cost center and/or the Sites Project Authority (i.e. expense cost center).

Comment 1: The Sites Project Authority provides overarching policy, direction and sets strategy for the overall implementation of the Sites Reservoir Project. The intent of this bullet item is to ensure that if the Sites Project Authority is underfunded, work planned to be performed under any individual capital cost center can be stopped until full-funding of the Authority has occurred.

Comment 2: It is envisioned that not all of the member agencies (or entities) providing financial contributions (or in kind services) to a specific capital cost center(s) would become voting members of the Sites Project Authority (e.g. a non-Sacramento valley water agency, a renewable power developer).

Comment 3: The interface between decision-making at the capital cost center level and at the Sites Project Authority needs to be defined. A concept based on 'material change' should be considered. The thresholds for a material change can be qualified or quantified (e.g. change in project cost, change in phase level budget target or operating budget at the cost center level, change in EIR/S or critical permits needed to start construction of ground-disturbing activities, land acquisition). These threshold (a) should consider when more than a simple-majority vote is needed and (b) will need to be re-set at the start of each phase of work (e.g. a \$1 M material change in phase 1 is unlikely to produce an equivalent material change during construction).

Question 1: Should a change in dam type occurring at the water supply cost center level be over-turned by the Sites Project Authority?

Question 2: Should land acquisition for the reservoir work also require Sites Project Authority approval, concurrence or is no action required?

Question 3: Should Sites Project Authority's acceptance of permit conditions affecting reservoir construction occur without approval, concurrence of the member agencies participating in the water cost center?

Question 4: Should a capital cost center not be fully funded, which will create an adverse effect on at least one related cost center (e.g. operations cost center is linked to water supply cost center), should the member agencies that are in one capital cost center and not the other be required to join (or contribute funds) to the other 'linked' cost center?

- A Member agency cannot 'sell' all or a fraction of their position in the cost center to anyone who is not already a voting member of the Sites Project Authority, unless approved by both the Sites Project Authority and the cost center's participating agencies.

Comment 1: This should be expanded to also address 'backstopping'. The positive of allowing it to occur is it improves the member agency's commitment, but (a) if left unchecked could allow backstopping by a for profit entity that could

compromise our ability to obtain Chapter 8 grant funds and (b) creates a disincentive for additional water agencies to participate as an early investor (i.e. they can elect to use water transfers as the mechanism to obtain water in lieu of investing now).

Comment #2: For at least Phase 1, the amount of water a participating agency is currently committing to 'take' in exchange for a financial contribution should not include transfer water. This should be revisited after we have achieved the 75% Chapter 8 participation threshold & to improve the confidence in the 100% participation threshold.

Comment #3: Prior to financing for construction, the allocation of water from the new reservoir needs to define any limitations related to 'ownership' of capacity vs. annual water supply and the ability to internally trade fractions to other member agencies with the understanding that end of year reservoir carryover will vary each year and will impose limitations on how much water a member agency can carry over without creating an adverse impact to other member agencies and to the ability to deliver the contracted for 'public benefits water'.

Comment #4: During project operations (which it is assumed that a new operating entity will have been established to replace the Sites Project Authority), 'backstopping' a fraction of a member agency's water via the transfer market should be encouraged, but a hierarchy should be established that the existing group of participating agencies have first right to negotiate for transfer water before 'going out on the open market'.

In addition, adjustment in a member agency's level of participation (either + or -), ideally should only occur prior to the start of subsequent phase (i.e. discrete windows). However, at least for phase 1, the annual budget approval process allows a member agency to withdraw should their board elect to not fund their pro-rata share.

Comment 1: Should the concept of a member agency being 'all in' or out be modified to allow 'reduced' levels of participation?

Comment 2: Should a member agency whose board elects to not fully fund their pro-rata share be allowed to participate but at a 'lower' level (e.g. reduced or no voting privileges)?

- **New members shall be given the same rights & privileges as existing members in terms of how their share & contribution of funds will be managed.**

Comment: The interest-earned model to incentivize early investment, should apply so that a member joining later in time either has some type of initial 'buy in' that equates to the value earned by the prior funding entities or includes this as a premium added onto the amount they contribute using say a \$/acre-ft. allocation method.

- As conceptually outlined in the proposed letter agreement, a remedy for late and non-payment needs to be established.

Comment: This should include setting a clear threshold in terms of both a dollar amount (e.g. as percent of total) and duration before becoming delinquent.

Question: Due to the priority to meet the positive cash flow requirement, should a late payment that results in a work stoppage, delay, or an inefficient work around subject that member agency to a penalty equal to the impact caused by their late payment? Such a scenario should be included in the "dispute-resolution" process.

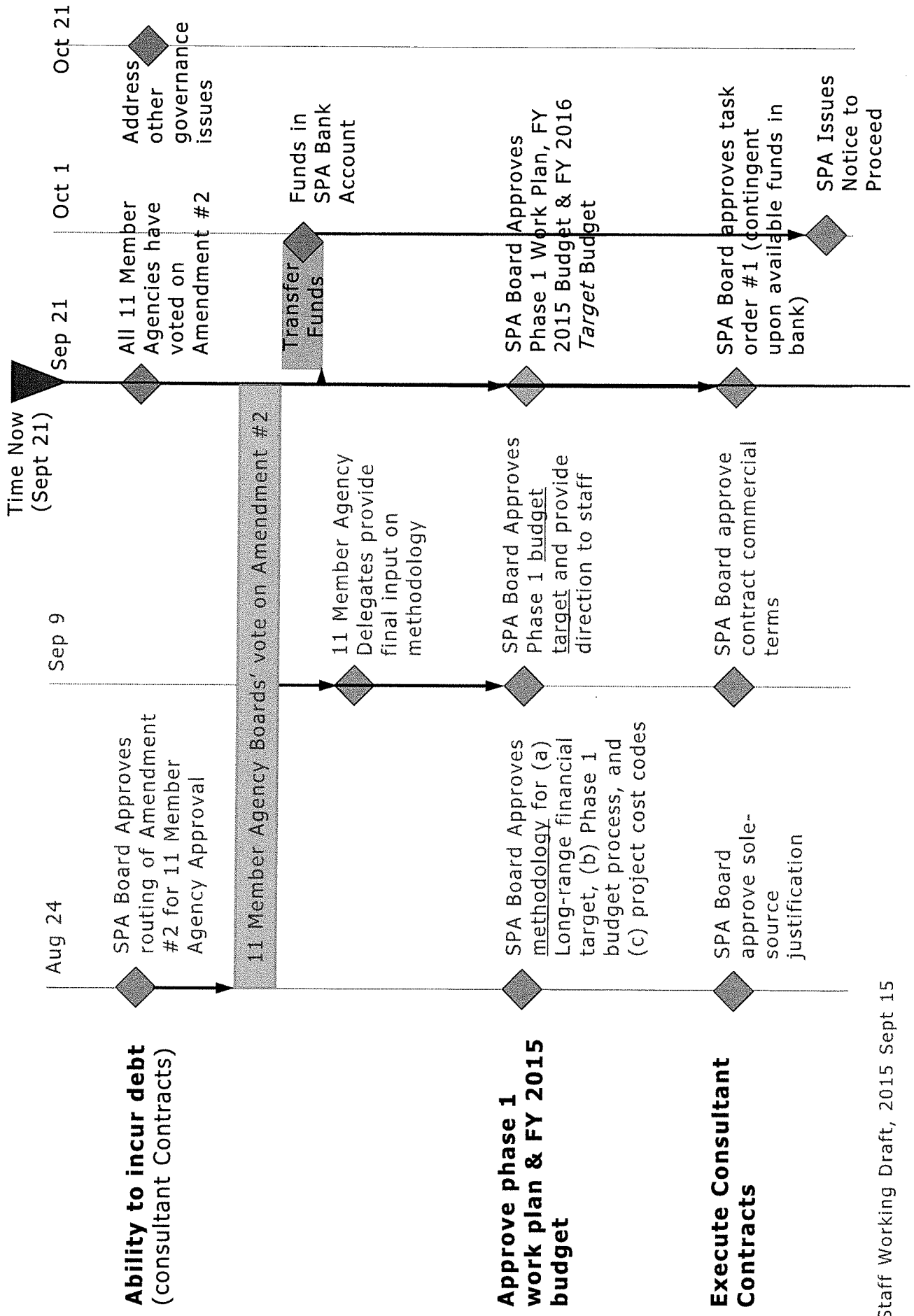
- A dispute resolution process needs to be defined between member agency and both the Sites Project Authority and the members participating in each capital cost center. The Agreement currently addresses withdrawal or termination of a meeting with no process defined to resolve grievances.

Comment: The use of a member agency's powers relative to the rest of the member agencies should be clarified. Specifically, are the participating agencies limited to the powers vested in all agencies or allowed to use 'expanded' powers vested in at least one agency (i.e. counties, water districts, and irrigation districts were authorized under different statutes)?

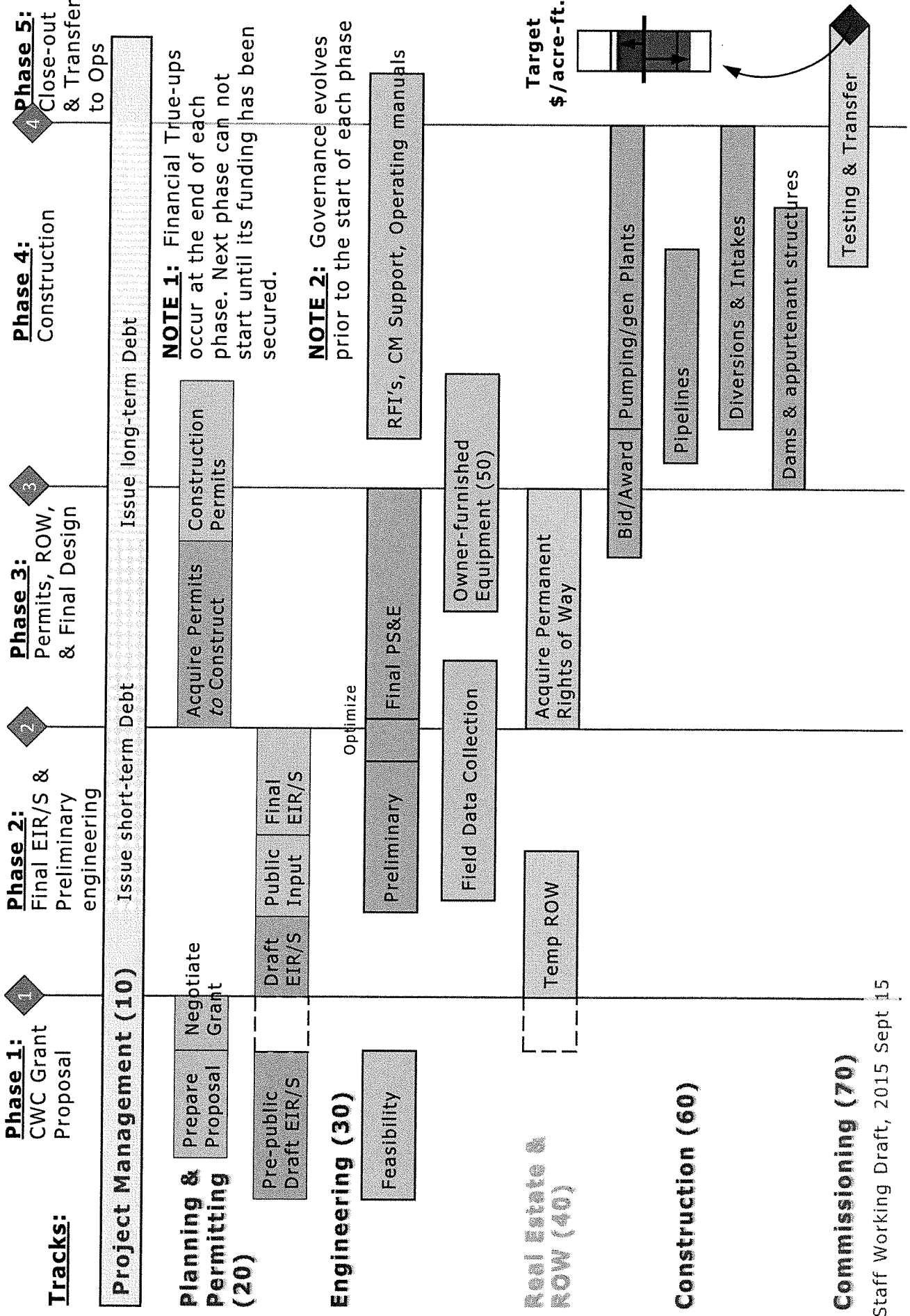
- Accounting for non-cash contributions (e.g. in-kind services) needs to be defined in terms of allocating cost to the other participating agencies. The working assumption is that in-kind services that are approved in advance by the Sites Project Authority (and at the capital cost center level by the participating member agencies) is treated as revenue that reduces the cash equivalent commitment of that agency.
- While a member agency can, at any time, elect to withdraw their participation and funding from a capital cost center, yet want to remain a participant in the Sites Project Authority (i.e. expense cost center), should their role in the Sites project Authority be allowed to remain 'as is' or revised?
- While a member agency can, at any time, elect to withdraw their participation and funding from a capital cost center, they are still obligated for the funding commitment equal to their pro-rata share of cost as defined by the approved annual budget

Example: A member agency having agreed to commit funds equal to their 10% share of a \$1,000,000 approved operating budget who elects to withdraw after 6 months, is still obligated to pay their \$100,000 commitment and are not required to commit funds for work planned in any subsequent year's budget.

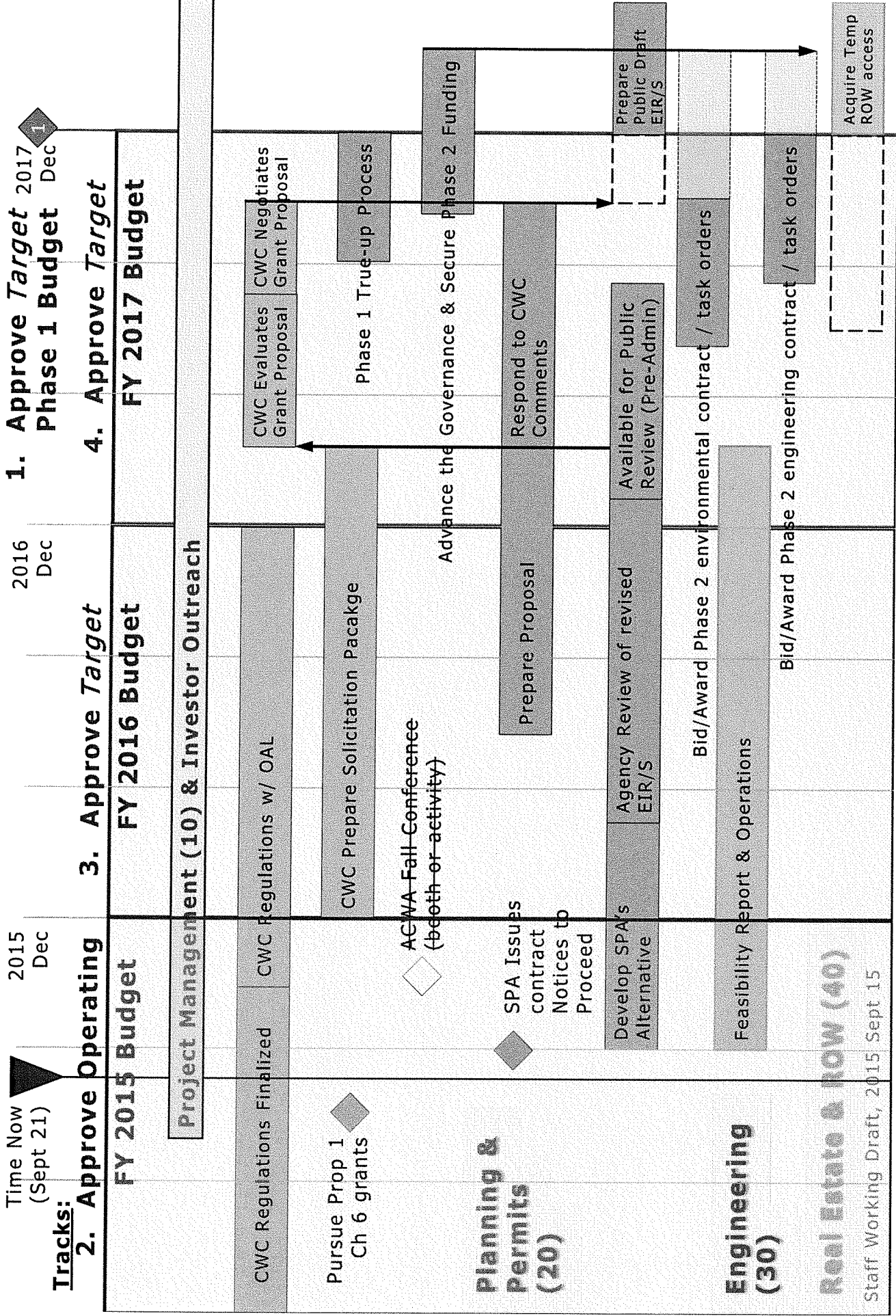
Proposed Sequencing of Board Actions



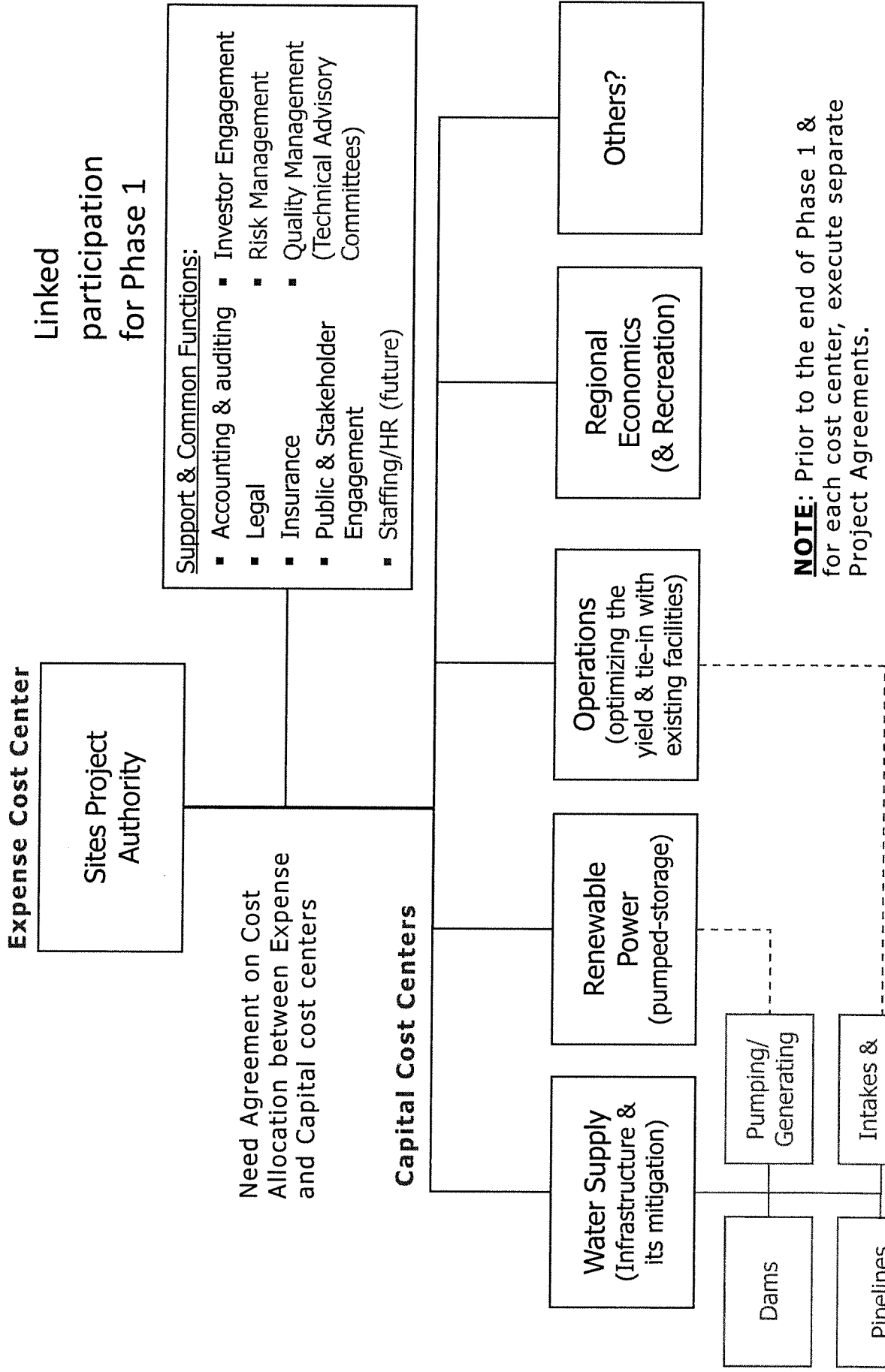
Proposed Cost Management by Phases



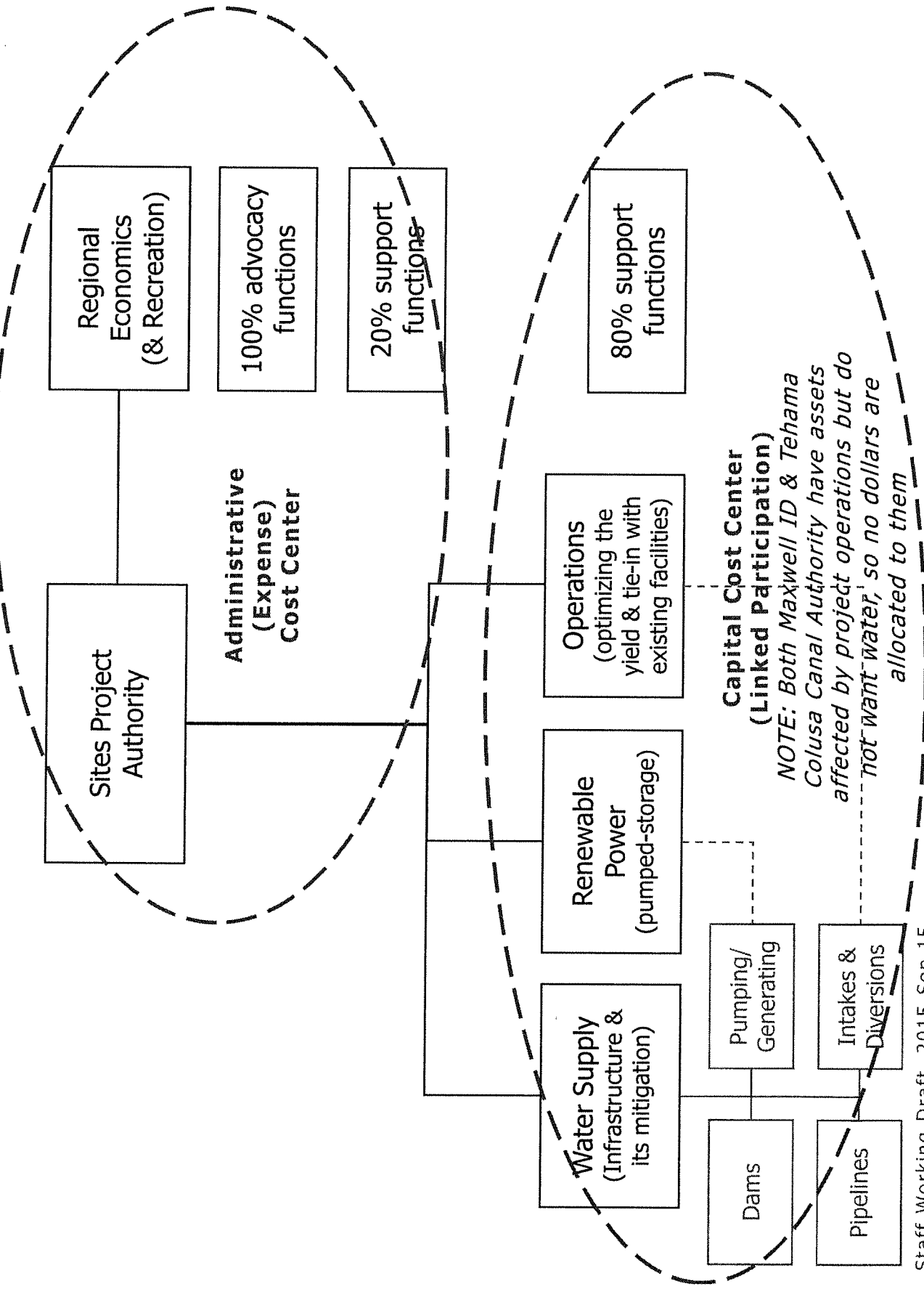
Proposed Cost Management – Phase 1 (What happens Oct 1)



Proposed Cost Management Structure – Presented Aug 24



Proposed Cost Management Structure – Phase 1



Cost Commitment & Revenue Requirement Schedule

NOTE: This is Not a cash flow schedule

In 2015 dollars

Cumulative Expenses: \$ (945,288) \$ (4,906,468) \$ (7,172,110) \$ (7,172,110) \$ (7,172,110)
 Cumulative Revenue: \$ 1,060,000 \$ 4,961,000 \$ 7,199,000 \$ 7,199,000 \$ 7,199,000
 Difference: \$ 114,712 \$ 54,532 \$ 26,890 \$ 26,890 \$ 26,890
 Authority's Contingency: \$ (8,000) \$ (272,000) \$ - \$ (262,000) \$ -

NOTE: Positive means revenue > expenses

NOTE: These costs are included in the cumulative Expenses

Category	Description	Pct	Name	Phase 1 Total	Total 2015	Total 2016	Total 2017	Total 2018	Assumption or Comment
Expense Total				\$ (7,172,110)	\$ (945,288)	\$ (3,961,180)	\$ (2,265,643)	\$ -	
Exp-Total	Authority Total			\$ (1,345,576)	\$ (191,455)	\$ (538,917)	\$ (615,204)	\$ -	See line-item details
Exp-Total	Region Total			\$ (75,000)	\$ -	\$ (75,000)	\$ -	\$ -	See line-item details
Exp-Total	Water Total			\$ (5,306,534)	\$ (558,832)	\$ (3,097,263)	\$ (1,650,439)	\$ -	See line-item details
Exp-Total	Power Total			\$ (173,000)	\$ (33,000)	\$ (140,000)	\$ -	\$ -	See line-item details
Exp-Total	Operations Total			\$ (272,000)	\$ (162,000)	\$ (110,000)	\$ -	\$ -	See line-item details
Exp-Total	Other Total			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
In Kind Services Total				\$ 739,000	\$ 15,000	\$ 325,000	\$ 399,000	\$ -	NOTE: These costs do not show up as expense or revenue
IKS-Total	Authority Total			\$ 439,000	\$ 15,000	\$ 175,000	\$ 249,000	\$ -	See line-item details
IKS-Total	Region Total			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
IKS-Total	Water Total			\$ 300,000	\$ -	\$ 150,000	\$ 150,000	\$ -	See line-item details
IKS-Total	Power Total			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
IKS-Total	Operations Total			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
IKS-Total	Other Total			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details
Revenue Total				\$ 7,199,000	\$ 1,060,000	\$ 3,901,000	\$ 2,238,000	\$ -	See line-item details
Rev-Total	Authority Total	11	Members	\$ 1,353,000	\$ 216,000	\$ 552,000	\$ 585,000	\$ -	See line-item details
Rev-Total	Region Total	11	Members	\$ 77,000	\$ 14,000	\$ 63,000	\$ -	\$ -	See line-item details
Rev-Total	Water Total	132,700		\$ 5,316,000	\$ 594,000	\$ 3,069,000	\$ 1,653,000	\$ -	See line-item details
Rev-Total	Power Total	132,700		\$ 179,000	\$ 57,000	\$ 122,000	\$ -	\$ -	See line-item details
Rev-Total	Operations Total	132,700		\$ 274,000	\$ 179,000	\$ 95,000	\$ -	\$ -	See line-item details
Rev-Total	Other Total			\$ -	\$ -	\$ -	\$ -	\$ -	See line-item details

Expense (-) or Revenue (+)
 Category Name Revenue
 (Multiple Items)
 (All)

Description	Grouping	Cost Center	Values				Phase 1 Total Due for Phase 1	Acre-ft. (applied to Capital Costs, not Administrative Costs)	Phase 1 Cost / acre-ft.	Comment (A)
			Revenue Already Received	Due 2015 Oct 01	Due 2016 Jan 01	Due 2017 Jan 01				
Colusa County			\$ 105,000	\$ -	\$ 25,000	\$ 130,000	-	-		
Colusa County Water District			\$ 5,000	\$ 172,000	\$ 827,000	\$ 1,434,000	30,000	\$ 47.80		
Glenn Colusa Irrigation District			\$ 100,000	\$ 25,000	\$ 570,000	\$ 1,000,000	20,000	\$ 50.00		
Glenn County			\$ 5,000	\$ -	\$ 69,000	\$ 130,000	-	-		
Maxwell Irrigation District			\$ 17,000	\$ -	\$ 57,000	\$ 130,000	-	-		
Orland-Artois Water District			\$ 5,000	\$ 115,000	\$ 575,000	\$ 1,000,000	20,000	\$ 50.00		
Proberta +			\$ 5,000	\$ 102,000	\$ 517,000	\$ 901,000	17,700	\$ 50.90		
Reclamation District 108			\$ 250,000	\$ -	\$ 442,000	\$ 997,000	20,000	\$ 49.85		
Tehama Colusa Canal Authority			\$ -	\$ -	\$ 74,000	\$ 130,000	-	-		
Westside Water District			\$ 5,000	\$ 144,000	\$ 701,000	\$ 1,217,000	25,000	\$ 48.68		
Yolo County Flood Control & Water Conservation District			\$ 5,000	\$ -	\$ 69,000	\$ 130,000	-	-		
Grand Total			\$ 502,000	\$ 558,000	\$ 3,901,000	\$ 7,199,000				

Comments:

(A) Check for \$100,000 has been received (9/16) and is being routed for deposit. In addition, payment history is under review to determine status of original \$5,000 payment via Check # 317564, dated 2014 Feb 24.

Phase 1 Working Assumptions:

- 1) Administrative costs include the Authority cost center (i.e. costs for day-to-day management of the Sites Project Authority) + Region cost center (i.e. cost to perform a regional economic study). Capital costs include Water, Operations, and Power costs associated with these respective cost centers.
- 2) Due to prepayment by GCID & RD 108, 2015 administrative costs are deferred until Jan 1 2016.
- 3) All 11 voting members of the Sites Project Authority, provide financial contributions based on 1/11 share
- 4) Participation in the Capital Costs, the financial contributions are based on the pro-rata share of the annualized water generated by the Sites Reservoir Project.
- 5) 2016 and 2017 revenue requirements (aka funding commitments) require prior approval of the respective annual budget before an invoice is prepared. See details for assumptions used to develop this Phase 1 target budget.
- 6) Cost shown in Fiscal Year 2017 are based solely on the work needed to support Phase 1, which is to obtain Prop 1, Chapter 8 grant from CWC. Cost for work planned to support the ramp-up & financing of Phase 2 are not included, which affects the overall project schedule. Should the Sites Project Authority Board elect to start Phase 2 work in 2017, the total revenue requirement for FY2017 will be higher.
- 7) The revenue requirement does not include any contribution of in-kind services

Expense (-) or Revenue
 Category (Multiple Items)
 Name (All)

Working Draft: 9/15/2015

Grouping	Cost Center	File Nurr Description	Values				
			Sum of Total 2015	Sum of Total 2016	Sum of Total 2017	Sum of Total 2018	Sum of Phase 1 Total
Administration	Authority	10.4 Accounting & Taxes, Bond	\$ (16,870)	\$ (24,000)	\$ (24,000)	\$ -	\$ (64,870)
		Financial Audit	\$ (6,500)	\$ (8,000)	\$ (11,000)	\$ -	\$ (25,500)
		Financial Services (Bond strategy)	\$ -	\$ -	\$ -	\$ -	\$ -
		General Manager, Expenses	\$ (2,760)	\$ (9,600)	\$ (9,600)	\$ -	\$ (21,960)
		General Manager, Services	\$ (39,244)	\$ (64,934)	\$ (77,921)	\$ -	\$ (182,099)
		Governmental Affairs, Federal	\$ -	\$ -	\$ -	\$ -	\$ -
		Governmental Affairs, State	\$ (15,000)	\$ (60,000)	\$ (45,000)	\$ -	\$ (120,000)
		Grant Management & Administration Services	\$ -	\$ (63,000)	\$ (108,000)	\$ -	\$ (171,000)
		Legal Services, Kenny	\$ (72,995)	\$ (46,500)	\$ (42,000)	\$ -	\$ (161,495)
		Public Information Officer/Manager	\$ (10,000)	\$ (120,000)	\$ (180,000)	\$ -	\$ (310,000)
		Sacramento State	\$ (693)	\$ (10,000)	\$ -	\$ -	\$ (10,693)
		URS	\$ (11,006)	\$ -	\$ -	\$ -	\$ (11,006)
		Project Scheduler & Controls Manager	\$ -	\$ (7,500)	\$ (25,000)	\$ -	\$ (32,500)
		Document Controls Manager	\$ -	\$ -	\$ (10,000)	\$ -	\$ (10,000)
		Legal Services, Holland (Federal/Power)	\$ (906)	\$ -	\$ -	\$ -	\$ (906)
		Mandelberg (facilitator)	\$ (4,375)	\$ -	\$ -	\$ -	\$ (4,375)
		10.75 Postage and Shipping Expense	\$ (85)	\$ (200)	\$ (500)	\$ -	\$ (785)
		US Flag	\$ (50)	\$ -	\$ -	\$ -	\$ (50)
		Misc Office Supplies	\$ -	\$ (6,000)	\$ (6,000)	\$ -	\$ (12,000)
		Maxwell Office's Utilities	\$ -	\$ (9,000)	\$ (9,000)	\$ -	\$ (18,000)
		10.9 Board Insurance (10/1/x thru 9/30/x+1)	\$ (5,570)	\$ (2,183)	\$ (2,183)	\$ -	\$ (9,936)
		11.5 Update Website & Data Access/Storage	\$ -	\$ (50,000)	\$ -	\$ -	\$ (50,000)
		15 Industry (Dues, Subscriptions & Ads)	\$ (400)	\$ (1,000)	\$ (1,000)	\$ -	\$ (2,400)
		17 Educational Materials (Brochures, Fact Sheets, Newspr	\$ (5,000)	\$ (50,000)	\$ (50,000)	\$ -	\$ (105,000)
		Display or Booth at Public Event (e.g. ACWA or State F	\$ -	\$ -	\$ -	\$ -	\$ -
		10.3 Administrative Support to GM	\$ -	\$ (7,000)	\$ (14,000)	\$ -	\$ (21,000)
		Authority Total	\$ (191,455)	\$ (538,917)	\$ (615,204)	\$ -	\$ (1,345,576)
	Region	10.4 Economic Benefits Study Part 1 (Sacramento Valley)	\$ -	\$ (75,000)	\$ -	\$ -	\$ (75,000)
		Economic Benefits Study Part 2 (California)	\$ -	\$ -	\$ -	\$ -	\$ -
		Public Education of Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
		Public Input to Prioritize Recreation	\$ -	\$ -	\$ -	\$ -	\$ -
	Region Total		\$ -	\$ (75,000)	\$ -	\$ -	\$ (75,000)
Administration Total			\$ (191,455)	\$ (613,917)	\$ (615,204)	\$ -	\$ (1,420,576)

Grouping	Cost Center	File Nurr Description	Values					Sum of Phase 1 Total
			Sum of Total 2015	Sum of Total 2016	Sum of Total 2017	Sum of Total 2018	Sum of Total	
Capital	Operations	10.4 Env & Ops TO #1 (Task 3)	\$ (162,000)	\$ -	\$ -	\$ -	\$ -	\$ (162,000)
		Feasibility Report, TO #2 (X % of Task 9)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	Power	Env & Ops TO #2 (Task 5.2 & 6.2)	\$ -	\$ (110,000)	\$ -	\$ -	\$ -	\$ (110,000)
		10.4 Understanding of Regulatory Changes	\$ (162,000)	\$ (110,000)	\$ -	\$ -	\$ -	\$ (272,000)
	Water	Market Research/Interest	\$ (25,000)	\$ -	\$ -	\$ -	\$ -	\$ (25,000)
		Estimate Potential	\$ -	\$ (30,000)	\$ -	\$ -	\$ -	\$ (30,000)
		File Permit Applications (FERC)	\$ -	\$ (50,000)	\$ -	\$ -	\$ -	\$ (50,000)
		Prepare Power Developer Solicitation	\$ -	\$ (25,000)	\$ -	\$ -	\$ -	\$ (25,000)
		Authority's Contingency: Engineering	\$ -	\$ (35,000)	\$ -	\$ -	\$ -	\$ (35,000)
		10.4 Bond Counsel	\$ (8,000)	\$ -	\$ -	\$ -	\$ -	\$ (8,000)
		CEQA Legal Counsel	\$ (33,000)	\$ (140,000)	\$ -	\$ -	\$ -	\$ (173,000)
		Env & Ops TO #1 (Task #1)	\$ -	\$ -	\$ (100,000)	\$ -	\$ -	\$ (100,000)
Env & Ops TO #1 (Task #2 & #4)		\$ (205,000)	\$ (125,000)	\$ -	\$ -	\$ -	\$ (225,000)	
Feasibility Report TO #1 (Task 1, 2, 3)		\$ (78,458)	\$ -	\$ -	\$ -	\$ -	\$ (78,458)	
Feasibility Report TO #3 (Task 6)	\$ (47,357)	\$ -	\$ -	\$ -	\$ -	\$ (47,357)		
Feasibility Report TO #3 (Task 7)	\$ -	\$ (378,651)	\$ -	\$ -	\$ -	\$ (378,651)		
Feasibility Report TO #3 (Task 8)	\$ -	\$ (181,183)	\$ -	\$ -	\$ -	\$ (181,183)		
Feasibility Report, TO #2 (Task 4, 5 & 9)	\$ -	\$ (310,950)	\$ -	\$ -	\$ -	\$ (310,950)		
Financial Services (Bond strategy)	\$ -	\$ (137,590)	\$ -	\$ -	\$ -	\$ (137,590)		
General Manager, Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
General Manager, Services	\$ (11,040)	\$ (28,800)	\$ (28,800)	\$ -	\$ -	\$ (68,640)		
Land & ROW (Temporary Access)	\$ (156,978)	\$ (259,736)	\$ (311,683)	\$ -	\$ -	\$ (728,397)		
NEPA Legal Counsel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Water Rights Legal Counsel	\$ -	\$ (50,000)	\$ (50,000)	\$ -	\$ -	\$ (100,000)		
Administrative Record - Assessment	\$ -	\$ (100,000)	\$ (100,000)	\$ -	\$ -	\$ (200,000)		
Administrative Record Support/Compile	\$ -	\$ (35,000)	\$ -	\$ -	\$ -	\$ (35,000)		
Project Scheduler & Controls Manager	\$ -	\$ (30,000)	\$ (30,000)	\$ -	\$ -	\$ (100,000)		
Document Controls Manager	\$ -	\$ -	\$ (40,000)	\$ -	\$ -	\$ (130,000)		
Update Aquatic Studies for BA	\$ -	\$ (25,000)	\$ (25,000)	\$ -	\$ -	\$ (50,000)		
Update Cultural Resource & Tribal Studies	\$ -	\$ (10,000)	\$ (10,000)	\$ -	\$ -	\$ (20,000)		
Assess GIS datasets for use in preparing draft EIR/S	\$ (20,000)	\$ -	\$ -	\$ -	\$ -	\$ (20,000)		
Update GIS for use in draft EIR/S	\$ -	\$ (100,000)	\$ (100,000)	\$ -	\$ -	\$ (100,000)		
Develop Mitigation Plan & Locations for inclusion into E	\$ -	\$ -	\$ (30,000)	\$ -	\$ -	\$ (30,000)		
Prepare Prop 1, Chapter 8 Solicitation	\$ -	\$ (50,000)	\$ (50,000)	\$ -	\$ -	\$ (100,000)		
Env & Ops TO #1 (Task 5.1 & 6.1)	\$ (40,000)	\$ -	\$ -	\$ -	\$ -	\$ (40,000)		
Env & Ops TO #2 (Task #7) 1st Draft	\$ -	\$ (512,000)	\$ -	\$ -	\$ -	\$ (512,000)		

Grouping	Cost Center	File Numr Description	Values					Sum of Phase 1 Total
			Sum of Total 2015	Sum of Total 2016	Sum of Total 2017	Sum of Total 2018	Sum of Total	
Capital	Water	10.4 Env & Ops TO #2 (Task #8)	\$ -	\$ (162,000)	\$ -	\$ -	\$ (162,000)	
		Env & Ops TO #3 (Task #9) 2nd Draft	\$ -	\$ (100,000)	\$ -	\$ -	\$ (100,000)	
		Env & Ops TO #3 (Task #10) Final Draft	\$ -	\$ -	\$ (49,456)	\$ -	\$ (49,456)	
		Env & Ops TO #3 (Task #11)	\$ -	\$ -	\$ (50,000)	\$ -	\$ (50,000)	
		Update Terrestrial & Plant Studies for BA	\$ -	\$ (75,000)	\$ (75,000)	\$ -	\$ (150,000)	
		Retain Former DWR PM for EIR/S (Retired Annuitant)	\$ -	\$ (36,000)	\$ (45,000)	\$ -	\$ (81,000)	
		Authority's Contingency: Env & Ops	\$ -	\$ (78,000)	\$ (15,000)	\$ -	\$ (93,000)	
		Authority's Contingency: Engineering	\$ -	\$ (110,000)	\$ -	\$ -	\$ (110,000)	
		Optimize Design of the Proposed Project	\$ -	\$ -	\$ -	\$ -	\$ -	
		Advance EIR/S Beyond Pre-Admin Draft	\$ -	\$ -	\$ (160,000)	\$ -	\$ (160,000)	
		Engineering Support During CWC Negotiations	\$ -	\$ -	\$ (50,000)	\$ -	\$ (50,000)	
		Operations (Annualized Yield) Support During CWC Ne	\$ -	\$ -	\$ (100,000)	\$ -	\$ (100,000)	
		Authority's Contingency: Non-Ch2m or AECOM Work	\$ -	\$ (84,000)	\$ (97,000)	\$ -	\$ (181,000)	
		Feasibility Report, TO#2 (Task 10) Grid Interconnection	\$ -	\$ (35,000)	\$ -	\$ -	\$ (35,000)	
		Feasibility Report, TO #4 (Task 11 & 12)	\$ -	\$ (47,853)	\$ -	\$ -	\$ (47,853)	
		10.9 Insurance (Commercial & General L & Professional L)	\$ -	\$ (7,500)	\$ (7,500)	\$ -	\$ (15,000)	
		10.3 Administrative Support to GM	\$ -	\$ (28,000)	\$ (56,000)	\$ -	\$ (84,000)	
		11.4 Incorporate Grid Interconnection into EIR/S	\$ -	\$ -	\$ -	\$ -	\$ -	
				\$ (558,832)	\$ (3,097,263)	\$ (1,650,439)	\$ -	\$ (5,306,534)
		Capital Total		\$ (753,832)	\$ (3,347,263)	\$ (1,650,439)	\$ -	\$ (5,751,534)
Grand Total		\$ (945,288)	\$ (3,961,180)	\$ (2,265,643)	\$ -	\$ (7,172,110)		

Expense (-) or Revenue (+)
Category (Multiple Items)

Grouping	Cost Center	Description	Name	Values		
				Sum of Total 2015	Sum of Total 2016	Sum of Phase 1 Total
Administration	Authority	Governmental Affairs, Federal	TCCA	\$ -	\$ 48,000	\$ 108,000
			RD 108	\$ -	\$ 48,000	\$ 108,000
		Governmental Affairs, State	Members	\$ 15,000	\$ 45,000	\$ 120,000
		Administrative Support to Board (in-kind Service)	Colusa Co.	\$ -	\$ 25,000	\$ 60,000
		Monthly Manager's Meeting (in-Kind Svc)	Members	\$ -	\$ -	\$ -
		Rent	Colusa Co.	\$ -	\$ 9,000	\$ 18,000
Administration Total				\$ 15,000	\$ 175,000	\$ 439,000
Capital	Operations	Additional Groundwater Modeling (Chapter 10 Grant)	(blank)	\$ -	\$ -	\$ -
		Additional CALSIM Modeling (\$ by USBR via cost-sha	USBR	\$ -	\$ -	\$ -
		Additional CALSIM Modeling (Work & \$ By DWR)	DWR	\$ -	\$ -	\$ -
		Additional CALSIM Modeling (Chapter 6 Grant via DF	DWR	\$ -	\$ -	\$ -
		Update GIS for use in draft EIR/S	Colusa Co.	\$ -	\$ -	\$ -
		Monthly Manager's Meeting (in-Kind Svc)	Members	\$ -	\$ -	\$ -
Capital Total		Update Colusa County General Plan	Colusa Co.	\$ -	\$ 50,000	\$ 100,000
		Update Glenn County General Plan	Glenn Co.	\$ -	\$ 100,000	\$ 200,000
Grand Total				\$ 15,000	\$ 325,000	\$ 739,000

Phase 1 Working Assumptions:

1) Costs are order of magnitude. As the project scope evolves, more accurate estimates of cost can be prepared

Expense (-) or Revenue (+)
 Category (Multiple Items)
 Name (All)

		Values					
Description	Grouping	Cost Center	Revenue Already Received	Due 2015 Oct 01	Due 2016 Jan 01	Due 2017 Jan 01	Total Due for Phase 1
Colusa County	Administration	Authority Region	\$ 98,000		\$ -	\$ 25,000	\$ 123,000
			\$ 7,000		\$ -	\$ -	\$ 7,000
Colusa County Total			\$ 105,000		\$ -	\$ 25,000	\$ 130,000
Colusa County Water District	Administration	Authority	\$ 5,000		\$ 62,000	\$ 56,000	\$ 123,000
		Region	\$ -		\$ 7,000	\$ -	\$ 7,000
	Capital	Operations	\$ -	\$ 37,000	\$ 25,000	\$ -	\$ 62,000
		Power	\$ -	\$ 8,000	\$ 32,000	\$ -	\$ 40,000
		Water	\$ -	\$ 127,000	\$ 701,000	\$ 374,000	\$ 1,202,000
Colusa County Water District Total			\$ 5,000	\$ 172,000	\$ 827,000	\$ 430,000	\$ 1,434,000
Glenn Colusa Irrigation District	Administration	Authority	\$ 5,000		\$ 62,000	\$ 56,000	\$ 123,000
		Region	\$ -		\$ 7,000	\$ -	\$ 7,000
	Capital	Operations	\$ -	\$ 25,000	\$ 17,000	\$ -	\$ 42,000
		Power	\$ 5,000	\$ -	\$ 22,000	\$ -	\$ 27,000
		Water	\$ 90,000	\$ -	\$ 462,000	\$ 249,000	\$ 801,000
Glenn Colusa Irrigation District Total			\$ 100,000	\$ 25,000	\$ 570,000	\$ 305,000	\$ 1,000,000
Glenn County	Administration	Authority	\$ 5,000		\$ 62,000	\$ 56,000	\$ 123,000
		Region	\$ -		\$ 7,000	\$ -	\$ 7,000
Glenn County Total			\$ 5,000		\$ 69,000	\$ 56,000	\$ 130,000
Maxwell Irrigation District	Administration	Authority	\$ 17,000		\$ 50,000	\$ 56,000	\$ 123,000
		Region	\$ -		\$ 7,000	\$ -	\$ 7,000
	Capital	Operations	\$ -	\$ -	\$ -	\$ -	\$ -

Values							
Description	Grouping	Cost Center	Revenue Already Received	Due 2015	Due 2016	Due 2017	
				Oct 01	Jan 01	Jan 01	
						Total Due for Phase 1	
Maxwell Irrigation District Total			\$ 17,000	\$ -	\$ 57,000	\$ 56,000	\$ 130,000
Orland-Artois Water District	Administration	Authority	\$ 5,000		\$ 62,000	\$ 56,000	\$ 123,000
		Region	\$ -		\$ 7,000	\$ -	\$ 7,000
	Capital	Operations	\$ -	\$ 25,000	\$ 17,000	\$ -	\$ 42,000
		Power	\$ -	\$ 5,000	\$ 22,000	\$ -	\$ 27,000
		Water	\$ -	\$ 85,000	\$ 467,000	\$ 249,000	\$ 801,000
Orland-Artois Water District Total			\$ 5,000	\$ 115,000	\$ 575,000	\$ 305,000	\$ 1,000,000
Proberta +	Administration	Authority	\$ 5,000		\$ 62,000	\$ 56,000	\$ 123,000
		Region	\$ -		\$ 7,000	\$ -	\$ 7,000
	Capital	Operations	\$ -	\$ 22,000	\$ 15,000	\$ -	\$ 37,000
		Power	\$ -	\$ 5,000	\$ 19,000	\$ -	\$ 24,000
		Water	\$ -	\$ 75,000	\$ 414,000	\$ 221,000	\$ 710,000
Proberta + Total			\$ 5,000	\$ 102,000	\$ 517,000	\$ 277,000	\$ 901,000
Reclamation District 108	Administration	Authority	\$ 66,000		\$ 1,000	\$ 56,000	\$ 123,000
		Region	\$ 7,000		\$ -	\$ -	\$ 7,000
	Capital	Operations	\$ 39,000	\$ -	\$ -	\$ -	\$ 39,000
		Power	\$ 27,000	\$ -	\$ -	\$ -	\$ 27,000
		Water	\$ 111,000	\$ -	\$ 441,000	\$ 249,000	\$ 801,000
Reclamation District 108 Total			\$ 250,000	\$ -	\$ 442,000	\$ 305,000	\$ 997,000
Tehama Colusa Canal Authority	Administration	Authority	\$ -		\$ 67,000	\$ 56,000	\$ 123,000
		Region	\$ -		\$ 7,000	\$ -	\$ 7,000
	Capital	Operations	\$ -	\$ -	\$ -	\$ -	\$ -
Tehama Colusa Canal Authority Total			\$ -	\$ -	\$ 74,000	\$ 56,000	\$ 130,000
Westside Water District	Administration	Authority	\$ 5,000		\$ 62,000	\$ 56,000	\$ 123,000

		Values					
Description	Grouping	Cost Center	Revenue Already Received	Due 2015	Due 2016	Due 2017	
				Oct 01	Jan 01	Jan 01	
						Total Due for Phase 1	
Westside Water District	Administration	Region	\$ -		\$ 7,000	\$ -	\$ 7,000
	Capital	Operations		\$ 31,000	\$ 21,000	\$ -	\$ 52,000
		Power	\$ -	\$ 7,000	\$ 27,000	\$ -	\$ 34,000
		Water		\$ 106,000	\$ 584,000	\$ 311,000	\$ 1,001,000
Westside Water District Total			\$ 5,000	\$ 144,000	\$ 701,000	\$ 367,000	\$ 1,217,000
Yolo County Flood Control & Water Conservation District	Administration	Authority	\$ 5,000		\$ 62,000	\$ 56,000	\$ 123,000
		Region	\$ -		\$ 7,000	\$ -	\$ 7,000
Yolo County Flood Control & Water Conservation District Total			\$ 5,000		\$ 69,000	\$ 56,000	\$ 130,000
Grand Total			\$ 502,000	\$ 558,000	\$ 3,901,000	\$ 2,238,000	\$ 7,199,000

To: (insert member agency)

Date: September 22, 2015

RE: Sites Reservoir Project Phase 1 Funding Commitment

Dear (insert member agency board president).

On Sept 21, the Sites Project Authority (Authority) Board voted to approve the Phase 1 budget target, budget targets for fiscal years 2016 & 2017, and approve the fiscal year 2015 operating budget which results in a funding commitment to each agency as shown in Attachment 1. The Authority also authorized entering into funding agreements with each of the participating member agencies and specifically the (insert agency's name). This agreement is included as Attachment 3 to this letter.

When executed, this agreement limits your financial liability to the pro-rata dollar amount of each of the two accounts your agency has elected to participate in (refer to Attachment 2 to this letter), which is tied to the Authority's approval of the annual operating budget. Your agency is not making any commitment to the target budget amounts, which are provided as informational regarding the potential funding needs to complete phase 1 of this project. The dollar amounts are defined in Schedules A through B, which are an integral part of the funding agreement (Attachment 3).

It is anticipated that as this project advances through phase 1, as the scopes of work and estimates of cost evolve, the attached funding agreement may need to be amended to reflect revised funding commitments and the timing of those commitments. Such amendments are intended to occur commensurate with the Authority's approval of an operating budget for the upcoming fiscal year, unless unforeseen conditions arise to warrant an interim amendment.

Regards,

Leigh McDaniel
Chairman, Sites Project Authority

Attachments:

- 1 Draft Phase 1 Work Plan and Revenue Requirements
- 2 Agency Election to Participate in the Sites Reservoir Project
- 3 Draft Funding Agreement
- 4 Schedules A through C to the Funding Agreement

Attachment 1: Draft Phase 1 Work Plan and Revenue Requirements

Expense (-) or Revenue (+) Category Name	Revenue (Multiple Items) (All)
--	--------------------------------------

Working Draft: 9/15/2015

Description	Grouping	Cost Center	Values				Total Due for Phase 1	Acre-ft applied to Capital Costs, not Administrative Costs)	Phase 1 Cost / acre-ft	Comment
			Revenue Already Received	Due 2015 Oct 01	Due 2016 Jan 01	Due 2017 Jan 01				
Colusa County			\$ 105,000	\$ -	\$ 25,000	\$ 130,000	-	-	(A)	
Colusa County Water District			\$ 5,000	\$ 172,000	\$ 827,000	\$ 1,434,000	30,000	\$ 47.80		
Glenn Colusa Irrigation District			\$ 100,000	\$ 25,000	\$ 570,000	\$ 1,000,000	20,000	\$ 50.00		
Glenn County			\$ 5,000	\$ -	\$ 69,000	\$ 130,000	-	-		
Maxwell Irrigation District			\$ 17,000	\$ -	\$ 57,000	\$ 130,000	-	-		
Orland-Artois Water District			\$ 5,000	\$ 115,000	\$ 575,000	\$ 1,000,000	20,000	\$ 50.00		
Proberta +			\$ 5,000	\$ 102,000	\$ 517,000	\$ 901,000	17,700	\$ 50.90		
Reclamation District 108			\$ 250,000	\$ -	\$ 442,000	\$ 997,000	20,000	\$ 49.85		
Tehama Colusa Canal Authority			\$ -	\$ -	\$ 74,000	\$ 130,000	-	-		
Westside Water District			\$ 5,000	\$ 144,000	\$ 701,000	\$ 1,217,000	25,000	\$ 48.68		
Yolo County Flood Control & Water Conservation District			\$ 5,000	\$ -	\$ 69,000	\$ 130,000	-	-		
Grand Total			\$ 502,000	\$ 558,000	\$ 3,901,000	\$ 7,199,000	-	-		

Comments:

(A) Check for \$100,000 has been received (9/16) and is being routed for deposit. In addition, payment history is under review to determine status of original \$5,000 payment via Check # 317564, dated 2014 Feb 24.

Phase 1 Working Assumptions:

- 1) Administrative costs include the Authority cost center (i.e. costs for day-to-day management of the Sites Project Authority) + Region cost center (i.e. cost to perform a regional economic study). Capital costs include Water, Operations, and Power costs associated with these respective cost centers.
- 2) Due to prepayment by GCID & RD 108, 2015 administrative costs are deferred until Jan 1 2016.
- 3) All 11 voting members of the Sites Project Authority, provide financial contributions based on 1/11 share
- 4) Participation in the Capital Costs, the financial contributions are based on the pro-rata share of the annualized water generated by the Sites Reservoir Project.
- 5) 2016 and 2017 revenue requirements (aka funding commitments) require prior approval of the respective annual budget before an invoice is prepared. See details for assumptions used to develop this Phase 1 target budget.
- 6) Cost shown in Fiscal Year 2017 are based solely on the work needed to support Phase 1, which is to obtain Prop 1, Chapter 8 grant from CWC. Cost for work planned to support the ramp-up & financing of Phase 2 are not included, which affects the overall project schedule. Should the Sites Project Authority Board elect to start Phase 2 work in 2017, the total revenue requirement for FY2017 will be higher.
- 7) The revenue requirement does not include any contribution of in-kind services

Attachment 2: (insert agency's name), as a member of the Authority, has elected to participate in the Sites Reservoir Project Phase 1 in the following two accounts:

Mandatory to remain a voting member of the Sites Project Authority:

Management and Administration of the Sites Project Authority plus the Regional Benefits/economics cost centers. The associated costs will be allocated by applying the number of votes your agency has (i.e. one) and dividing it by the total number of voting members to the Sites Project Authority (i.e. 1/11).

Cash Equivalent Refer to Funding Agreement, Schedule A

In-kind Services: (Specify scope of services & any limitations)

Optional:

Water Infrastructure & Supply, Operations, and Renewable Power cost centers. The associated costs will be allocated based on the acre-ft. commitment by your agency divided by the total acre-ft. commitment from all of the members electing to participate.

Water Commitment: (Insert) acre-ft.

Cash Equivalent Refer to Funding Agreement, Schedule B

In-kind Services: (Specify scope of services & any limitations)

Signature Block Sites Project Authority Board Chair
Date:

Signature Block Member Agency's Board Chair
Date:

Attachment 3: **Draft** Funding Agreement between Sites Project Authority & (insert agency's name).

Part 1: Memorandum, which is provided as informational and will not be a part of the final funding agreement document.

JOHN SULLIVAN KENNY
KELLY J. SNOWDEN*
JONZ NORINE
LINDA R. SCHAAP
ROB J. TAYLOR

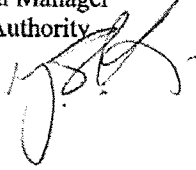
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*Member - American Board
Of Trial Advocates

MEMORANDUM

TO: Jim Watson, General Manager
Sites Joint Powers Authority

FROM: John S. Kenny 

DATE: September 3, 2015

RE: Financial Commitment

You have asked for a draft agreement by which the Member Agencies will make a financial commitment to the JPA so that projected activities can be undertaken. Enclosed is a draft.

This should get the discussions started, but I believe a great deal of discussion needs to be had before a conclusion can be reached. Of particular concern, is what the funding members receive for their contributions. The draft agreement addresses this issue but not comprehensively. Jeff Sutton advises that at the recent manager's meeting discussion was given with respect to cost centers and differing potential benefits to be received by Member Agencies. Some agencies are looking for water, others have different potential benefits. If benefits are to be allocated in proportion to contributions, it would appear that contributions could be made to different cost centers resulting in different benefits.

The draft is presented as a conversation starter. Similar issues were addressed when the Board discussed project agreements. At that time various "investor" agencies were reluctant to contribute funds until they had representation on the Board. As a result, no consensus was reached. There is still room for plenty of conversation before a decision is reached.

JSK;jll/8002
Enclosure(s)
4828-1649-3096, v. 1

Part 2: Draft funding agreement, issued for discussion at the Sept 9 board meeting.

AGREEMENT REGARDING FINANCIAL COMMITMENT

This Agreement is entered into between _____, a Member Agency of Site Joint Powers Authority, ("Member Agency") and the Sites Joint Powers Authority ("JPA").

RECITALS

1. The JPA Board of Directors has projected a sequence of projects to be undertaken to proceed with the planning process and to render the JPA eligible for grant funding.
2. The JPA Board of Directors has also identified financial requirements necessary to fund the activities to be undertaken. A proposed formula has been proposed which identifies potential benefits to be received by the Member Agencies if the Sites Project is successful.
3. To fund the JPA's immediate financial needs for proposed activities, each Member Agency is requested to make a financial commitment based upon that Agency's projected benefits to be received if such project is successful. The proposed contribution from each Member Agency is shown on Schedule "A" attached.

AGREEMENT

1. The _____ ("Member Agency") agrees to contribute \$_____ to be applied to the JPA's immediate financial needs.
2. The _____ understands that this commitment is a firm commitment and that the JPA will rely on this commitment to enter into contracts and conduct other activities to advance the project.
3. The funds will be forwarded to the JPA on _____ or on a schedule as shown on Schedule "B" attached.
4. The funds shall be used for general JPA activities unless specified on Schedule "C" attached. If the funds are advanced for a specific project, the JPA will provide an accounting demonstrating the funds were expended for the specific purpose. Excess funds, if any, not used by the JPA for the specific purpose will be returned to the contributing member.
5. The Member Agencies of the JPA and the JPA agree that the contributions made to the JPA by Member Agencies will be considered in determining the benefits received by the contributing members. The goal is to ensure that contributing member receive benefits in proportion to their contributions.
6. The JPA will maintain contribution accounts crediting each contributing member for contributions made. The credits in those accounts will be used to determine priority in distributing benefits. The credits may not be assigned, pledged or encumbered without consent of the JPA.

Attachment 4: Funding Agreement Schedules A thru D

Schedule A: Management and Administration of the Sites Project Authority plus the Regional Benefits/economics cost centers.

1. Method of Allocating Cost to (insert agency's name):

Number of participating members: 11

(insert agency's name)pro-rata cost share: 1/11 of total costs

2. Governance: In accordance with the Sites Project Authority Agreement as amended by its members.

Schedule B: Water Infrastructure & Supply, Operations, and Renewable Power cost centers.

1. Method of Allocating Cost to (insert agency's name):

Estimate of the annualized Acre-ft. of water: 10,000. Acre-ft.

Total commitment by all participating members 132,700 Acre-ft.

(insert agency's name)pro-rata cost share: 7.5% percent of total

2. Governance (the following is only applicable to this cost center):

Decisions are based on majority vote of the participating member agencies in accordance with the executed Project Agreement

NOTE: Since capital cost centers are subordinate to the expense cost center (i.e. day to day management and administration of the Sites Project Authority), it is advised that there be some decision-making linkage (or conditions) be developed to address unexpected or material changes (e.g. removal of pumped storage or a power generation component from the proposed project, which materially affects the EIR/S and Feasibility Report should require approvals from both the capital cost center as well as the expense cost center.

Schedule C: Funding Schedule

Dates (illustrative)	Estimated Amount Due by		Water, Operations, Power	Condition	
	Authority & Region	Cost Center			
Oct 1, 2015	\$	TBD	\$	TBD	
Jan 1, 2016	\$	TBD	\$	TBD	Commensurate with SPA board approval of the FY 2016 operating budget
Jan 1, 2017	\$	TBD	\$	TBD	Commensurate with SPA board approval of the FY 2017 operating budget
Total Phase 1 (potential) Commitment:	\$	TBD	\$	TBD	Not to exceed w/o an executed amendment to this agreement.

Schedule D: Specific terms and conditions that are in addition to the Funding Agreement

1. Should member agency elect to withdraw from the project, they (1) are not entitled to any refund of sunk costs occurring within 30 days of written notice to withdraw and (2) are still obligated to fully fund the commitment, (1) which is limited to the pro-rata amount based on the approved annual operating budget and (2) unless modified or waived by a super-majority vote of the delegates representing all of the member agencies.
2. Should Authority approval of budgets result in changes to the estimated amount due, this letter agreement will be amended.
3. Payment is late if received more than 30 calendar days from the date listed below. The portion of what is due that is not paid after 30 calendar days will be assessed an additional interest rate charge of ___% APR.

Signature Block
Sites Project Authority Board Chair

Signature Block
Member Agency's Board Chair

SCOPE OF WORK AND FEE ESTIMATE

Sites Reservoir Feasibility Report

August 28, 2015

SITES PROJECT
JOINT POWERS AUTHORITY

Willows, California

2870 Gateway Oaks Drive
Suite 150
Sacramento, CA 95833



Scope of Work Tasks with Cost

BASELINE TASKS – Sub-Phase 1 Activities

Task 1 Kickoff Activities	\$3,607
Task 2 TRR Siting Study	\$15,000
Task 3 JPA Alternative Description	<u>\$28,750</u>
Subtotal Base Contract	\$47,357

OPTIONAL TASKS

Sub-Phase 2 Activities

Task 4 Mitigation Estimate	\$78,993
Task 5 Initial Benefit Cost Evaluation	\$13,810
Task 9 Landowner and Agency Meetings	\$44,787
Task 10 Grid Interconnection Study	\$35,000

Sub-Phase 3 Activities

Task 6 Engineering and Cost Estimate Update	\$378,651
Task 7 Road/Pipeline/TRR Realignment	\$181,183
Task 8 Feasibility Report	<u>\$310,950</u>
Subtotal	\$1,043,374

Sub-Phase 4 Activities

Task 11 Financial Plan Support	\$29,283
Task 12 Design and Construction Risk	<u>\$18,570</u>
Subtotal	\$47,853

Total with Options (Tasks 1 thru 11) **\$1,103,584**



OVERVIEW

The Scope of Work and the attached cost proposal cover completion of a feasibility report suitable for submission to the California Water Commission as part of an application package for Water Bond funding. The feasibility report will include a new JPA modified alternative for Sites Reservoir. Significant changes to the alternative during the course of the work may result in changes to the project approach or cost.

ASSUMPTIONS

Number of Alternatives

The proposed cost assumes the evaluation of a single alternative. Exceptions to this are limited to a study to evaluate alternative locations for the TRR and an optional task that could be added to Sub-Phase 3 to evaluate alternative dam types and locations that show promise for reducing the construction cost.

Anticipated JPA Alternative Facilities

The JPA modified alternative is anticipated to include the following elements (significant changes to the facilities could affect the cost):

- 1.8 Million Acre-Feet (MAF) Sites Reservoir formed by two main dams and nine saddle dams;
- The removal of sediment from Funks Reservoir and minimal expansion of the reservoir to the northwest. CONSULTANT assumes that the existing Funks Dam and Reservoir will be utilized in the JPA modified alternative to help regulate flows into and out of Sites Reservoir. Hydropower will be generated when water is released at the Sites pumping-generating plant and at the terminal regulating reservoir (TRR) pumping-generating plant using scheduled summer and fall releases to the canals and Sacramento River. Opportunity is very limited for pumped storage operations without significant expansion of Funks Reservoir that is not included in the assumed alternative.
- Stone Corral Recreation Area will be included in the alternative. A second recreational area, Peninsula Hills, could be added in the future; however, this location will not be developed or included in the cost estimate for the alternative at this time.
- The alternative will include a new bridge across Sites Reservoir connecting Maxwell Road to Sites Lodaga Road. Service roads (including a connector road on the east side to the north end of the reservoir) will provide access for operators to reservoir facilities. A private road will be provided from Leesville Road to a landowner on the south end of the reservoir.
- A new terminal regulating reservoir (TRR) and pipelines will be provided for connection to the Glenn Colusa Canal. The location for the TRR will be evaluated and determined in consultation with Glenn Colusa Irrigation District, Colusa County, and the JPA.
- The Delevan Pipeline will convey released water from Funks Reservoir to the Sacramento River. This pipeline will terminate at a release structure to the Sacramento River to be located just to the south of the existing Maxwell Irrigation District pumping plant. The JPA modified alternative will not include a new pumping plant on the river, or the associated high voltage transmission lines crossing the valley. The exact route for the pipeline will be determined in consultation with Colusa County Public Works, Maxwell Irrigation District, and the JPA.

- Other support facilities, including an administrative and O&M building complex.

Facilities Not Included

Pumped storage facilities are not included in the assumed level of effort. Reclamation has commented that geotechnical investigation of the Holthouse Dam location should be performed prior to finalizing a cost estimate for construction of expanded forebay/afterbay facilities. The geotechnical investigation and hydraulic study to resize the pumping facilities would require approximately \$150K.

Benefit Determination

The CWC has indicated that the evaluation of net benefits may require subtracting impacts from the benefits to aquatic species. We are not aware of prior studies where impacts were monetized and subtracted from benefits. Unless the CWC provides a specific methodology, it may be necessary to develop a new methodology for this analysis. The costs for this analysis are unknown at this time.

Support from EIR/EIS Team

Preparation of the EIR/EIS and associated efforts will be addressed under the direction of others under a separate contract. Support from the EIR/EIS consultant that is needed as a prerequisite to complete the feasibility report includes the following:

- ✓ Development of a preliminary operations concept with Sacramento Valley water supply
- ✓ Operations modeling of the JPA modified alternative
- ✓ Participation in an environmental/cultural resources mitigation workshop by members of the EIR/EIS team to assist in determining the mitigation cost for the project
- ✓ Agricultural and urban water supply, fisheries, water quality and hydropower economics modeling for the JPA modified alternative.

SCOPE OF WORK

CONSULTANT will provide support to the JPA to develop the Feasibility Report for Sites Reservoir. This includes adding details for the JPA modified alternative, and updating details for common facilities in the other alternatives based on dam, pipeline, and road details developed for the JPA modified alternative. The assistance provided by CONSULTANT will be per JPA direction. Individual tasks to be completed are described in the following sections.

SUB-PHASE 1 TASKS

Task 1 Kickoff Meeting

CONSULTANT will participate in a kickoff meeting with the JPA and Reclamation.

Deliverables:

- Reclamation has requested agreement on the management measures and metrics that will be used in the Feasibility Report. Metrics will be provided for water supply, water supply reliability, water quality, ecosystem enhancement, hydropower generation, flood damage reduction,



emergency water, and recreation. Metrics will be consistent with available guidance from the CWC to support the Water Storage Investment Program application process.

- We will develop meeting minutes suitable for sharing with all agency participants.

Task 2 – TRR Siting Study

CONSULTANT will evaluate alternative locations for the TRR. Factors considered include existing land use, the cost of piping, and whether or not additional pump stations would be required based on the local topography.

Comments/Assumptions

- We will evaluate a minimum of 2 new locations.
- Constraints include avoiding Funks Creek to the south and significant topographical features to the north.
- No alternatives will be evaluated that would negatively impact the operation of the Glenn-Colusa Canal.
- Alternatives will be based on the existing TRR parameters (i.e., the volume will not be changed).

Task 3 Alternative Description

CONSULTANT will develop a draft and final alternative description for the JPA modified alternative. This effort will include developing figures showing the alternatives physical features and a table showing the proposed operations concept (developed in collaboration with the EIR/EIS team). The description will support the evaluation of impacts from the JPA modified alternative in the EIR/EIS and the evaluation of the alternative's completeness, effectiveness, efficiency, and acceptability. The operations concept will support a preliminary evaluation of benefits and alternative feasibility. The operations concept will also provide a basis for subsequent detailed modeling and evaluation of the operational performance of the JPA modified alternative.

Deliverables:

- The operations concept will be documented in a table. The format of the operations concept will be consistent with the metrics identified in Task 1.
- The alternative description for the JPA's modified alternative will be documented in a technical memorandum consistent with the format for the alternative description in the EIR/EIS to facilitate its use for subsequent environmental impact analysis.

Comments/Assumptions:

- The operations concept will provide a preliminary concept of operations for discussion that will be used in subsequent detailed modeling efforts by the EIR/EIS team.
- The Alternative Description will be provided electronically.

SUB-PHASE 2 TASKS**Task 4 Preliminary Evaluation of Mitigation Requirements (Optional)**

CONSULTANT will participate in a series of workshops with the EIR/EIS Team (assumed 5-day effort) with the resource leads for the EIR/EIS to review the proposed mitigation measures and their associated cost and schedule impacts. Modified mitigation measures that could potentially reduce project costs will be developed.

Deliverables:

- CONSULTANT will develop a technical memorandum that identifies recommended mitigation measures with the associated mitigation costs. The technical memorandum will include cost estimates for the mitigation measures and a schedule showing specific mitigation activities and highlighting the schedule related impacts from the proposed mitigation actions.

Comments/Assumptions:

- This proposal only includes costs for participation of the engineering team in the mitigation workshops. The costs for participation of subject matter experts from the EIR/EIS Team are assumed to be covered by the EIR/EIS CONTRACTOR.
- The technical memorandum will be provided electronically.

TASK 5 Preliminary Benefit/Cost Evaluation (Optional)

CONSULTANT will provide a preliminary evaluation of the cost and benefits of the JPA modified alternative to confirm that the alternative is economically feasible. This evaluation will support Reclamation in making a preliminary assessment of the likelihood of a federal interest.

Deliverables:

- CONSULTANT will provide a preliminary evaluation of costs and benefits in a brief technical memorandum. The memorandum will also identify key assumptions and concerns.

Comments/Assumptions:

- This evaluation will be based on a limited modeling effort. Subsequent analysis using CALSIM and supporting models may yield results which vary substantially from the initial analysis.
- The technical memorandum will be provided electronically.

SUB-PHASE 3 TASKS**TASK 6 Refine Engineering, Cost Estimate, and Schedule (Optional)****Subtask 6.1 Response to Design, Estimating, and Construction Review Comments**

Reclamation has performed a design, estimating, and constructability (DEC) review for the proposed Sites Reservoir Project in 2014. CONSULTANT will prepare responses to the comments and implement the responses that are relevant to the feasibility report of the Sites JPA's selected alternative. The responses will detail how the CONSULTANT will incorporate the DEC findings into the revised drawings, cost estimates, and schedule.

Deliverables:

- Response to DEC Comments (Excel Table)

Subtask 6.2 Refine Engineering, Cost Estimate, and Schedule (Optional)

CONSULTANT will prepare a set of feasibility level engineering drawings to support cost estimating for the Sites JPA's modified alternative. These drawings will incorporate the findings from the evaluation of value planning study recommendations (Task 11) if this optional task is exercised.

No updated drawings are anticipated for Alternatives A, B, or C and these alternatives will not be modified with the value planning findings. Comment resolutions from the DEC review will be incorporated into all four alternatives as agreed upon in the comment responses. It is anticipated that the cost estimates for Alternatives A, B, and C will be escalated from 2012 to 2015. A 2015 feasibility level cost estimate will be prepared for the JPA modified alternative.

A construction schedule will be developed for the JPA modified alternative. The schedule will present a realistic, integrated approach to deliver the project within the shortest reasonable time required without being overly optimistic or aggressive. The four key aspects of the project that must be integrated in the schedule for all key facilities include design, mitigation of environmental impacts, procurement of major equipment, and construction. Because the overall project schedule significantly affects the budget (i.e., interest during construction) and has a bearing on financing, the CONSULTANT will develop the schedule using staff with experience developing hard estimates for construction. Optimizing the schedule will include an evaluation of the time-related benefits that can be derived by pre-procuring long lead time equipment (such as pumps and motors), expediting fabrication and installation of pipelines, and considerations for critical path features. Scheduling main dam completion to a point that would allow for some winter storage of natural runoff to begin reservoir filling while other downstream (non-critical dam safety) facilities are completed may also be attractive.

Deliverables:

- Engineering drawings (feasibility level)
- Cost estimate



- Schedule

Subtask 6.3 Update Engineering Appendix to Feasibility Report (Optional)

CONSULTANT will update the engineering appendix to the Feasibility Report. Updates include adding the JPA modified alternative, updating the cost estimates, updating the schedule, and incorporating the findings from the DEC review and value planning evaluation.

TASK 7 Roadway, Bridge, Pipeline, and TRR Alignment Modifications (Optional)

CONSULTANT will perform a feasibility level engineering evaluation of the roadways, bridge, and pipeline alignment to account for comments from the Stakeholders.

Subtask 7.1 Roadways and Bridge Alignment Modifications (Optional)

CONSULTANT will provide conceptual layout for roads and bridge associated with the project based on the March 2015 road relocation/road addition exhibit and previously developed typical cross sections for roads. A feasibility construction cost estimate will be developed using unit costs from recent State and local projects. This scope assumes one (1) field visit and attendance at one (1) project development team meeting to review comments on the layouts. Upon concurrence on the comments, the CONSULTANT will revise the work projects and submit the Final exhibits and cost estimate.

Deliverables:

- Conceptual Road Layout and Typical Cross Sections Exhibit
- Conceptual Bridge General Plan
- Conceptual Construction Cost Estimate

Comments/Assumptions:

- The roadway design will use county design standards supplemented by AASTHO.
- The roadway design will use topographic data from USGS maps.

Subtask 7.2 Delevan Pipeline and TRR Alignment Modifications (Optional)

The current alignment for the Delevan Pipeline runs from the Sacramento River due west for a distance of approximately 13.5 miles to the vicinity of the Terminal Regulating Reservoir (TRR). In this reach, two 12-foot diameter reinforced concrete pipelines would be constructed. From the TRR, an additional 3.5 miles of pipeline would be constructed to connect pipelines to Funks Reservoir. In the reach from the TRR to Funks, four 12-foot diameter reinforced concrete pipelines would be constructed. Two would be an extension of the Delevan Pipeline from the Sacramento River and two would convey water from Funks Reservoir to or from TRR. In both reaches, pipelines would be constructed in a common trench excavation.

Task 2 proposes a study to identify the preferred location for the TRR in consultation with Glenn-Colusa Irrigation District, Colusa County, and the JPA. Under Subtask 7.2, feasibility level drawings and a cost estimate will be developed for TRR facilities at the preferred location.

The JPA is evaluating realignment of the pipelines to minimize bifurcation of properties. Under Task 7.2, CONSULTANT will evaluate realigning the pipeline route. The revised alignment will be incorporated as part of the JPA modified alternative. The evaluation will include conducting preliminary engineering studies; selecting a preferred alignment; preparing conceptual plans and quantity estimates, preparing cost estimates, and preparing a project description for incorporation into the revised Engineering Appendix in the Environmental Documents.

CONSULTANT proposes to evaluate the pipeline realignment following the subtask descriptions provided in the following paragraphs.

7.2.1 Pipeline Alignment Verification: CONSULTANT will finalize a pipeline alignment that follows existing roads wherever possible. The best opportunity for the realignment occurs between the Sacramento River and TRR. The following engineering factors will be considered:

- Alignments will be selected along roads to avoid high points and to provide for gravity flow condition prevailing from Funks Reservoir to TRR and to the Sacramento River.
- Pipe jacking locations under major roads and highways, canals, and under gas transmission lines will be selected to minimize cross-country segments.
- Methods will be evaluated to join the four conveyance pipelines to Funks Reservoir. Current design without pumped-storage ties the pipelines to the TC Canal at a point just upstream of Funks Reservoir, which may not be preferred.
- A field reconnaissance of the route and aerial photographs will be used to locate significant irrigation supply and drainage channels and other utilities. These will be avoided where practical to minimize relocation costs. This survey will also provide a list of facilities and utilities that will require temporary or permanent relocations, which can then be reflected in the cost estimate and schedule for the realigned pipeline.
- Options to reduce pipeline diameter and cover over the top of the pipeline will be considered. Note that these potential changes are also a value planning study recommendation.
- Using available information, the alignment will be investigated for the presence of significant faulting, or loose sandy soils that might be subject to liquefaction during a seismic event. Such conditions could dictate the alignment in suspect areas.
- Pipeline support facilities will be located. These would include access manholes, air and vacuum relief valves, blow-off locations, and the like.
- Temporary and permanent easements for construction, on-site pipe fabrication, and operation and maintenance would be identified. Options will also be identified for handling and disposing of excess excavated material from pipeline installation.

Deliverables:

- A draft and final Technical Memorandum documenting the evaluation described for this subtask. This memorandum will be provided electronically to all recipients.
- A draft and final set of plans for the realignment. These will also be provided in electronic format to all recipients.
- Quantity calculations to support cost estimating, construction schedule evaluations, and financial planning.

Comments/Assumptions:

- The design release to the Sacramento River will remain at 1,500 cfs. For the JPA modified alternative, there will be no pumping or generation at the Sacramento River and water will be released back to the river through energy dissipation valves and a baffle block spillway similar to that proposed for Alternative B. The cost for these release facilities will be included as part of the pipeline cost.
- Impacts to existing Maxwell Irrigation District facilities on and adjacent to the Sacramento River will be evaluated as part of selecting the release point on the river.
- GIS-compatible USGS topographic mapping will be used for the evaluation of pipeline alignments.
- Available boring data along the current pipeline alignment and available geomorphological mapping will be used to identify adverse geotechnical conditions along the pipeline realignment.
- No consideration will be given to locating pipeline and river outlet facilities to support future addition of pumping or generating capacity.
- CONSULTANT will participate in up to two meetings with the JPA and affected landowners to review the proposed realignment.
- CONSULTANT assumes that pipe will be fabricated on site in at least two locations, which is in line with the assumptions for constructing the current pipeline alignment.

7.2.2 Cost Estimating: CONSULTANT will use the design drawings, quantity estimates, and field reconnaissance work from subtask 7.2.1 to prepare a feasibility-level cost estimate for the realigned pipeline. This estimate classification follows the guidelines published by the AACE.

Deliverables:

- Draft and final cost estimate in electronic format.
- Draft and final basis of estimate report documenting all key estimating assumptions.

Comments/Assumptions:

- The cost estimate will be a Class 3 level estimate following the guidelines published by the AACE. Cost will include all direct and indirect construction costs, including land acquisition, temporary and permanent easements, and relocation of existing facilities. The base year for the estimate will be 2015.
- CONSULTANT will use the various markups and contingency factors in preparing the estimate that will be agreed to with the JPA at the beginning of the estimating work.



- Estimate format will generally follow the Bureau of Reclamation code of accounts for consistency with the current estimates for Alternatives A, B, and C.
- Documentation will be prepared for all significant unit rates and cost allowances used in the estimate.

7.2.3 Construction Schedule Update: CONSULTANT will use the information developed under subtask 7.2.1 and subtask 7.2.2 to update the pipeline portion of the construction schedule to reflect constructing the realigned pipeline. Note that other adjustments to the schedule may be required for other facilities described under other tasks and subtasks in this proposal.

Deliverables:

- Draft and final schedule in electronic format

Comments/Assumptions:

- The schedule will be prepared using Primavera to be consistent with current schedules for other alternatives.
- CONSULTANT will use starting and end dates for the schedule that will be agreed to with the JPA at the beginning of the scheduling work.

7.2.4 Prepare Updated Text for Engineering Appendix: CONSULTANT will use the information developed under subtasks 7.2.1, 7.2.2, and 7.2.3 to prepare updated text, tables and figures for the Engineering Appendix for the JPA modified alternative. Sections will include technical aspects of the pipeline realignment, cost estimating, and construction schedule for the pipeline.

TASK 8 Feasibility Report (Optional)

CONSULTANT will produce a Feasibility Report. Four alternatives (Alternatives A, B, C, and the JPA modified alternative) will be evaluated in the report. The report will include the following sections.

- Executive Summary (reorganized to support CWC evaluation)
- Introduction
- Water Resources and Related Conditions
- Plan Formulation
- Plan Evaluation and Comparison
- Determination of Feasibility and Implementation Requirements
- Coordination and Public Involvement
- Findings
- Appendix A – Plan Formulation
- Appendix B – Engineering
- Appendix C – Economics
- Appendix D – Real Estate Plan



- Appendix E – Recreation
- Appendix F – Fisheries Benefits
- Appendix G – Power Planning Study

Deliverables:

- CONSULTANT will provide two administrative draft versions and a public draft version suitable for submittal to the California Water Commission (CWC).

Comments/Assumptions:

- The operations and facilities associated with Alternatives A, B, and C will be unchanged from the Progress Report (Reclamation, 2013). Costs for facilities affected by DEC comments will be updated (e.g., contingency for Holthouse will be increased, but without additional geotechnical investigation), costs for mitigation will be adjusted, and the estimates will be escalated from 2012 to 2015. Contingencies and percentages will also be updated. A 2015 estimate will be provided for the JPA modified alternative.
- Benefits for Alternatives A, B, and C will be escalated to 2015.
- It is assumed that the CWC will either accept the benefits determination approach previously used for the Progress Report or that the JPA will be agreeable to delay benefits analysis until guidance is released from the CWC stating any new evaluation protocols.
- Effort is included for responding to potential comments from the CWC on the administrative draft. Comments received after the conclusion of the period of performance (ending with submittal of the application package) are not included in this effort.
- The addition of new alternatives (other than a single JPA modified cost alternative) may increase the cost of the report.
- CALSIM, LCPSIM, SALMOD, and water quality will be performed by the EIR/EIS CONTRACTOR and it not included in this task. Results from the EIR/EIS modeling effort will be provided to the CONSULTANT in accordance with the project schedule.
- Modeling of hydropower generation is not included in the cost proposal. Prior hydropower modeling was performed by the California Department of Water Resources and by Energy Exemplar under contract to the Bureau of Reclamation. It is assumed that hydropower modeling will be provided by one of these two entities using an approach and metrics agreed upon in Task 1 of this Scope of Work.
- Economic analysis will not include any revenue forecasting for the project beneficiaries. The economic analysis will comply with the guidance to be issued from the California Water Commission.

TASK 9 Landowner and Agency Meeting Support (Optional)

CONSULTANT will provide engineering and planning support for meetings with landowners, potential investors, regulatory agencies (State Water Resources Control Board, U.S. Army Corps of Engineers,



California Department of Fish and Wildlife), and non-governmental organizations (e.g., The Nature Conservancy, etc.).

Comments/Assumptions:

- The scoped level of effort does NOT include full public outreach services. Upon request, AECOM can provide additional services including facilitation of public meetings, brochures, fact sheets, presentations, media relations, stakeholder outreach, message development, and Web site design.

Task 10 Grid Interconnection Study (Optional)

CONSULTANT will develop a grid interconnection study evaluating potential transmission line alignments and possible upgrades. This will include the requirements for providing power to the Sites Pumping/Generating Plant, the TRR, and other facilities where power will be required. At least 2 alignments for providing power from PG&E and WAPA will be considered for the Sites Pumping/Generating Plant.

Deliverables

- CONSULTANT will provide a technical memorandum (draft and final) with layouts of the proposed facilities.

Comments/Assumptions:

- Includes 1 meeting each with PG&E and WAPA.
- Meeting will identify possible system loads and possible system upgrades to the transmission lines.
- Transmission line loadings and potential upgrades for both PG&E and WAPA will be qualitatively described in the technical memorandum.

It is anticipated that the facilities will not include pump storage or an intake on the Sacramento River for the Delevan Pipeline. Any change in this assumption needs to be made at the time Task 10 is initiated to avoid cost increases.

Sub-Phase 4 TASKS

Task 11 Financial Plan Support (Optional)

CONSULTANT will support the JPA in preparing documentation for the Financial Plan in accordance with requirements developed by the CWC. The CONSULTANT will provide a cost allocation, estimate the public benefits that are eligible for Water Bond funding, and evaluate the repayment costs.

Deliverables:

- CONSULTANT will provide one administrative draft version and a final version suitable for submittal to the California Water Commission.



Comments/Assumptions:

- It is anticipated that the JPA will take the lead in identifying project investors. CONSULTANT will support the JPA in developing tables or text documenting the investor commitments.

Task 12 Risk Workshop

CONSULTANT will facilitate a workshop to develop a preliminary risk register for engineering design and construction. Participants will include the following:

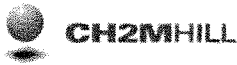
- Project Manager
- Lead Civil Engineer
- Sr. Technical Advisor – Geotechnical
- Sr. Technical Advisor – Powerhouse/Pump Station
- Principal Engineer – Dams
- Senior Engineer – Delevan Discharge/Levee Penetration
- Senior Engineer – Electrical
- Senior Engineer - Pipeline

Deliverables

- CONSULTANT will develop a table with all identified risks and potential impacts.

Assumptions

- Recommend participation of GCID and TCCA staff to assess impacts to existing canals during construction.
- Recommend participation of Colusa County and Maxwell Irrigation District to evaluate impacts during construction.
- Other participants external to the CONSULTANT may be added as appropriate.



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

CH2M HILL'S OFFICE ADDRESS: 2485 Natomas Park Drive, Suite 600, Sacramento, CA 95833

CH2M HILL'S PROJECT NO.: _____

PROJECT NAME: Sites Project Authority (SPA) Prop 1 EIR/EIS and Feasibility Study

CLIENT: Sites Project Authority (SPA)

CLIENT'S ADDRESS: PO Box 1266, Willows CA 95988

CLIENT requests and authorizes CH2M HILL Engineers, Inc. (hereinafter "CH2M HILL") to perform the following Services:

Scope of Services

Shown in Attachment A -- TASK ORDER #1 - Proposition 1 EIR/EIS and Feasibility Study Assistance to Support Sites Project Authority (SPA) Application to California Water Commission Scope of Work

Compensation

Compensation by CLIENT to CH2M HILL will be on a time and materials basis using the labor rate schedule shown in Attachment B. All work will be authorized on a sub phase or subsequent task order basis. Price estimates for all tasks are shown in Attachment C.

Schedule

Schedule will be developed for each specific task and subsequent task order as assigned. Term of contract will extend through March 2018.

Other Terms

Services covered by this AGREEMENT will be performed in accordance with the Provisions and any attachments or schedules. This AGREEMENT supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

CLIENT:

Signature _____

Name (printed) _____

Title _____

Date _____

CH2M HILL Engineers, Inc.:

Signature _____

Name (printed) Allan Highstreet

Title Vice President

Date _____

PROVISIONS

- 1. Authorization to Proceed**

Execution of this AGREEMENT by CLIENT will be authorization for CH2M HILL to proceed with the Services, unless otherwise provided for in this AGREEMENT.
- 2. Salary Costs**

CH2M HILL's and its affiliated companies' Salary Costs, when the basis of compensation, are the amount of wages or salaries paid CH2M HILL employees for work directly performed on the Project plus a percentage applied to all such wages or salaries to cover all payroll-related taxes, payments, premiums, and benefits.
- 3. Per Diem Rates**

CH2M HILL's and its affiliated companies' Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the Project by CH2M HILL employees. These rates are contained in the COMPENSATION section on Page 1 and are subject to a 4% annual calendar year escalation/adjustment.
- 4. Subcontracts and Direct Expenses**

When Services are performed on a cost reimbursement basis, a markup of 7 percent will be applied to all Subcontracts, Outside Services, and Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the Project including, but not limited to: (1) the direct costs of transportation, meals, lodging, shipping, equipment and supplies; (2) CH2M HILL's current standard rate charges for direct use of CH2M HILL's vehicles, laboratory test and analysis, and certain field equipment; and (3) CH2M HILL's standard project charges for computing systems, and health and safety requirements of OSHA.

All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to CH2M HILL's compensation when invoicing CLIENT.
- 5. Cost Opinions**

Any cost opinions or Project economic evaluations provided by CH2M HILL will be on a basis of experience and judgment, but, since CH2M HILL has no control over market conditions or bidding procedures, CH2M HILL cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.
- 6. Standard of Care**

The standard of care applicable to CH2M HILL's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time CH2M HILL's services are performed. CH2M HILL will re-perform any services not meeting this standard without additional compensation.
- 7. Termination**

This AGREEMENT may be terminated for convenience on 30 days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter. On termination, CH2M HILL will be paid for all authorized work performed up to the termination date plus termination expenses, such as, but not limited to, reassignment of personnel, subcontract termination costs, and related closeout costs.
- 8. Payment to CH2M HILL**

Monthly invoices will be issued by CH2M HILL for all Services performed under this AGREEMENT. CLIENT shall pay each invoice within 30 days. Interest at a rate of 1-1/2 percent per month will be charged on all past-due amounts.

In the event of a disputed billing, only that disputed portion will be withheld from payment, and the undisputed portion will be paid. CLIENT will exercise reasonableness in disputing any bill or portion thereof. No interest will accrue on any disputed portion of the billing until mutually resolved.
- 9. Limitation of Liability**

CH2M HILL's liability for CLIENT's damages will, in the aggregate, not exceed \$100,000. This Provision takes precedence over any conflicting Provision of this AGREEMENT or any document incorporated into it or referenced by it.

In no event shall CH2M HILL, its affiliated corporations, officers, employees, or any of its subcontractors be liable for any incidental, indirect, special, punitive, economic or consequential damages, including but not limited to loss of revenue or profits, suffered or incurred by CLIENT or any of its agents, including other contractors engaged at the project site, as a result of this Agreement or CH2M HILL's performance or non-performance of services pursuant to this Agreement.

Limitations of liability provided herein will apply whether CH2M HILL's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include CH2M HILL's officers, affiliated corporations, employees, and subcontractors.
- 10. Severability and Survival**

If any of the provisions contained in this AGREEMENT are held illegal, invalid or unenforceable, the other provisions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.
- 11. No Third Party Beneficiaries**

This AGREEMENT gives no rights or benefits to anyone other than CLIENT and CH2M HILL and has no third party beneficiaries except as provided in Provision 10.
- 12. Materials and Samples**

Any items, substances, materials, or samples removed from the Project site for testing, analysis, or other evaluation will be returned to the Project site unless agreed to otherwise. CLIENT recognizes and agrees that CH2M HILL is acting as a bailee and at no time assumes title to said items, substances, materials, or samples. CLIENT recognizes that CH2M HILL assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M HILL.
- 13. Assignments**

Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.
- 14. Integration**

This AGREEMENT incorporates all previous communications and negotiations and constitutes the entire agreement of the parties. If CLIENT issues a Purchase Order in conjunction with performance of the Services, general or standard terms and conditions on the Purchase Order do not apply to this AGREEMENT.
- 15. Force Majeure**

If performance of the Services is affected by causes beyond CH2M HILL's reasonable control, project schedule and compensation shall be equitably adjusted.
- 16. Dispute Resolution**

The parties will use their best efforts to resolve amicably any dispute, including use of alternative dispute resolution options.
- 17. Changes**

CLIENT may make or approve changes within the general Scope of Services in this AGREEMENT. If such changes affect CH2M HILL's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this AGREEMENT.

Attachment A

TASK ORDER #1

Proposition 1 EIR/EIS and Feasibility Study Assistance to Support Sites Project Authority (SPA) Application to California Water Commission Scope of Work

The following tasks have been identified in coordination with the Sites SPA. It is anticipated that additional tasks may be identified which will be defined (as well as associated level of effort) in subsequent task orders.

Project Overview

The Scope of Work and the attached cost proposal cover completion of a California Water Commission Proposition 1 draft Environmental Impact Report/Statement (EIR/EIS) and Feasibility Study support suitable for submission to the California Water Commission as part of an application package for Water Bond funding. The EIR/EIS will include a new SPASPA modified alternative for Sites Reservoir. Significant changes to the alternative during the course of the work will result in changes to the project approach or cost.

The SPA modified alternative is anticipated to include the following elements:

- 1.8 Million Acre-Feet (MAF) Sites Reservoir formed by two main dams and nine saddle dams;
- The removal of sediment from Funks Reservoir and minimal expansion of the reservoir to the northwest. It is assumed that the existing Funks Dam and Reservoir will be utilized in the SPA modified alternative to help regulate flows into and out of Sites Reservoir. Hydropower will be generated at the Sites pumping-generating plant and at the terminal regulating reservoir (TRR) pumping-generating plant using scheduled summer and fall releases to the canals and Sacramento River. There is no opportunity for pumped storage operations in this proposed alternative unless there is a significant further expansion of Funks Reservoir.
- Stone Corral Recreation Area will be included in the alternative. A second recreational area, Peninsula Hills, could be added in the future; however, this location will not be developed or included in the cost for the alternative at this time.
- The alternative will include a new bridge across Sites Reservoir connecting Maxwell Road to Sites Lodaga Road. Service roads (including a connector road on the east side to the north end of the reservoir) will provide access for operators to reservoir facilities. A private road will be provided from Leesville Road to a landowner on the south end of the reservoir.
- A new terminal regulating reservoir (TRR) and pipelines will be provided for connection to the Glenn Colusa Canal.
- The Delevan Pipeline from Funks Reservoir to the Sacramento River. This pipeline will be generally routed to follow the alignment of Delevan Road and other roads along the route. It will terminate at a release structure to the Sacramento River to be located just to the south of the existing Maxwell Irrigation District pumping plant. The SPASPA modified alternative will not include a new pumping plant on the river, or the associated high voltage transmission lines crossing the valley.
- Other support facilities, including an administrative and O&M building complex.

It is assumed that the preparation of a feasibility study will occur concurrently with the development of the EIR/EIS and associated efforts in the development of the feasibility study will be addressed under the direction of

others under a separate contract. Support from the feasibility study consultant that is needed as a prerequisite to complete the public draft EIR/EIS includes the following:

- ✓ Development and confirmation of management measures and metrics (this will be performed independently by both the Feasibility Report and the EIR/EIS team)
- ✓ Assistance in the development of a preliminary operations concept with Sacramento Valley water supply
- ✓ Review of operations modeling of the SPA modified alternative
- ✓ Completion of environmental/cultural resources mitigation workshop to support the SPA modified alternative project description
- ✓ Agricultural and urban water supply, fisheries, water quality and hydropower economics modeling for the SPA modified alternative.
- ✓ Finalization of a SPA modified alternative project description to support EIR/EIS impact analysis
- ✓ Public meeting support from the feasibility study team
- ✓ Regulatory/coordinating agencies meeting support from the feasibility study team

Assumptions

The following are key assumptions included as part of this task order:

- Impact analysis will be based on and will not be initiated until a final SPA alternative is developed as part of Task 1.
- Modeling will be limited to those models identified under Task 3.
- The Bureau of Reclamation (Reclamation) will be the lead under the National Environmental Policy Act and will work with the SPA and the consultant team to support the successful and timely completion of the pre-public draft EIR/EIS. It is assumed that DWR will be a responsible agency under CEQA and provide input as well as assistance to support the successful and timely completion of the pre-public draft EIR/EIS.
- All necessary coordination with Reclamation and DWR will occur commensurate with the level of effort identified in Tasks 5 and 6, respectively.
- Revisions to the current Revised Administrative Draft EIS/EIS will be based on one set of conformed redline/strikeout revision comments received from the SPA and one set of DWR comments and comments received from other responsible agencies) and one set of conformed redline/strikeout revision comments received from Reclamation (it is assumed Reclamation will ensure consistency among their comments and clarification to allow for relative ease of inclusion including comments from cooperating agencies).
- No new appendices will be developed. No reformatting or revisions of the existing appendices will be conducted or necessary in addition to inclusion of the results of the analysis of the SPA modified alternatives. Appendixes will be compiled for publication on website or CD only.
- Assumed maximum number of meetings is identified by task.

Scope of Work

The following subtasks are broken out by 3 subphases as indicated below.

Subphase 1

Subphase 1 includes the following tasks further detailed below:

- Task 1 - Feasibility Study Support

- Task 2 - Confirm Analysis Approach and Baseline Assumptions
- Task 3 - Modeling Support - Feasibility Study
- Task 4 - Permit Risk Evaluation
- Task 5.1 - Initial Reclamation/Agency Coordination
- Task 6.1 - Initial DWR Coordination

Task 1 – Feasibility Study Support

This task includes assistance to the feasibility study consultant to support the development of a SPA modified alternative, preliminary operations concept accounting for increased Sacramento Valley water supply (as compared to scenarios evaluated in the *Preliminary Administrative Draft EIR/EIS for the North-of-the-Delta Off-Stream Storage (NODOS) Investigation (Preliminary ADEIR/EIS)*), operations plan, and participation in an environmental/cultural resources mitigation workshop. This task also includes initial activities including meeting attendance, scope clarification, and necessary support to the SPA toward initiation of the pre-public draft EIR/EIS and feasibility study.

Subtask 1.1 Develop Preliminary Operations Concept Incorporating Sacramento Valley Water Supply

A proposed operational concept will be outlined for the SPA modified alternative which will include a proportion of supply being made available to Sacramento Valley water interests. The provision of additional supply for other purposes will be determined in close coordination with the SPA. This effort will be informed by the identification of management measures and metrics to be led by the feasibility study consultant as part of the development of the feasibility study.

Draft assumptions for a portion of supply being made available to Sacramento Valley water interests will be developed using the CALSIM II model in an investigatory mode in close coordination with the feasibility study consultant. Under direction of this team, additional scenarios will be analyzed to determine how the proportion of supply for Sacramento Valley water interests and other purposes will vary under different assumptions. The results for each investigatory scenario will be of a “rough” draft quality and refinements will be limited to supporting the development of assumptions for incorporating supply being made available to Sacramento Valley water interests into a new SPA modified alternative. The investigatory results will be provided with a disclaimer identifying the draft nature of the evaluation. Additional refinements of the analysis will be as part of Tasks 2 and 3 below. Up to two meetings (two attendees per meeting) in Willows will be held.

Deliverables:

- A brief technical memorandum identifying proposed operation concept including a summary of the preliminary investigatory CALSIM II model evaluation.

Subtask 1.2 Operations Plan

1.2.1 Annotated Outline of Operations, Monitoring and Assurances Plan

An outline will be prepared identifying the topics to be addressed in a draft Operations, Monitoring and Assurances Plan (Operations Plan) for the SPA alternative. The outline will include headers for all subject matter areas, alternative features, types of potential beneficiaries, and operations concepts for meeting beneficiaries’ objectives under the SPA alternative. The outline will be annotated with specific questions that will be addressed in the draft Plan. Up to one meeting (two attendees) in Willows will be held.

1.2.2 Preliminary Draft Operations, Monitoring, and Assurances Plan

Using the annotated outline prepared for the draft Operations Plan for the SPA alternative, a draft of the Operations Plan addressing the SPA modified alternative will be prepared. The Operations Plan will include proposed answers to the questions posed in the annotated outline where possible and provide options and identify decisions that need to be made to further define the operations plan. The level of detail will be general.

Further details related to operations, monitoring and assurances will be addressed in as part of Tasks 2.2.2 and 2.2.3 below. The development of the Operations Plan will be done in close coordination with the SPA.

As part of the development of the Operations Plan, the status of how the modeling was and is being performed for the Feasibility Report and the EIR/S will be noted, but no modeling will be conducted to support this task. Up to two meetings (two attendees per meeting) in Willows will be held.

1.2.3 Draft Operations, Monitoring and Assurances Plan

Following the development of the preliminary draft Operations Plan, under the direction of the SPA project management team, a draft Operations Plan for the SPA alternative will be prepared for inclusion in the application package to the California Water Commission. It is assumed that the level of detail included in the draft Plan will be commensurate with the level of detail of the project description included in the Feasibility Report and the EIR/S and current with information in agreements that the SPA has made in regard to the project. Up to two meetings (two attendees per meeting) in Willows will be held.

Deliverables:

- A technical memorandum detailing proposed operations including summary table.

Subtask 1.3 Environmental/Cultural Resources Mitigation Workshop

This subtask includes preparation for and participation in a workshop to be led by the feasibility study consultant to evaluate necessary and feasible mitigation required for the implementation of the SPA modified alternative and other alternatives. The existing Mitigation and Monitoring Plan (MMP) included as Appendix 1 in the ADEIR/EIR will be used to inform the discussion as appropriate. The results of the workshop will help inform the final project description including the potential inclusion of “mitigation” as a commitment as part of the proposed alternative(s). Up to five meetings (two attendees per meeting) in Willows will be held.

Subtask 1.4 Develop SPA Modified Alternative Project Description

A SPA modified alternative project description suitable for conducting impact analysis will be prepared based on the project description developed as part of the feasibility study. The project description to be prepared as part of this task will be at the same level of detail as other alternatives currently included in the Preliminary ADEIR/EIS, including all descriptions of ground disturbing and operational activities developed as part of the feasibility study to support full impact analysis.

Deliverables:

- A technical memorandum including the proposed full project description with a table summarizing all key activities.

Task 2 – Confirm Analysis Approach and Baseline Assumptions

This task will be focused on the review and development of baseline assumptions and analysis approach to complete the pre-public draft EIR/EIS. The following list of assumptions were used in the alternative evaluations and impact analysis for the Preliminary ADEIR/EIS, and will be reviewed in close coordination with the SPA and Reclamation, and are the basis for the evaluation of impacts for the pre-public draft EIR/EIS:

- Long-Term Operational Criteria and Plan (OCAP) for coordination of the Central Valley Project and State Water Project as dictated by the 2009 National Marine Fisheries Service (NMFS) Biological Opinion (BO) and the 2008 U.S. Fish and Wildlife Service (USFWS) BO – basis for existing conditions/affected environment baseline and modeling assumptions.
- No Action/No Project conditions identified in the Preliminary ADEIR/EIS (same as existing conditions/affected environmental in addition to programs that were adopted and the facilities that were permitted or are being constructed during the early stages of development of the EIR/EIS).

- The SPA modified alternative will be evaluated at the same level of detail as the other alternatives currently included and evaluated the Preliminary ADEIR/EIS and the results of the analysis provided in a comparative manner.

Subtask 2.1 CALSIM II Sensitivity Analysis

Since 2009, a number of conditions have changed, including the implementation of projects that were assumed to be future projects for the No Action/No Project Conditions in the Preliminary ADEIR/EIS and other projects that were implemented in the past six years. In addition, additional future projects have been identified as reasonable and certain in accordance with guidelines for development of the No Action/No Project Conditions. Such changes in conditions since 2009 include the assumed implementation/operation of the following:

- SWP Ag and M&I Service Contracts are allocated up to full contract amounts in Table A (4.1 MAF/year, w/ table A transfers through 2015) (Future Condition)
- Sacramento River Red Bluff Diversion Dam is operated with gates out all year (Operational)
- Freeport Regional Water Project (Operational)
- Woodland Davis Clean Water Agency Joint Intake and Fish Screen Project (Under Construction)
- San Joaquin River City of Stockton Delta Water Supply Project (30 MGD capacity) (Operational)
- Grasslands Bypass Project (Under Construction)
- South Bay Aqueduct (SBA) improvements to 430 CFS capacity from junction with California Aqueduct to Alameda County FC&WSD Zone 7 diversion point (Operational)
- Delta Export CVP C.W. Bill Jones Pumping Plant is able to operate at permit capacity of 4,600 CFS with 400 CFS Delta-Mendota Canal-California Aqueduct Intertie (Operational)
- Delta Export CCWD Middle River Intake and Pump Station (Operational)
- CCWD expanded Los Vaqueros Reservoir (160 TAF capacity) (Operational)
- Lower Sacramento River Yolo Bypass – Salmonid Habitat Restoration and Fish Passage Project, (Future Condition)
- San Joaquin River Restoration Program (SJRRP) (Partially Implemented, Full Implementation as a Future Condition)

Given these assumptions in other similar documents, a sensitivity analysis utilizing an updated version of CALSIM II will be conducted to confirm the inclusion of the assumptions above. The sensitivity analysis will include evaluation with CALSIM II of the Existing Conditions, No Action/No Project Conditions, two alternatives evaluated in the Preliminary ADEIR/EIS. The results will be evaluated to determine if the relative comparison of alternatives presented in the Preliminary ADEIR/EIS and the SPA modified alternative will be consistent with changes in assumptions for the Existing Conditions and the No Action/No Project Conditions. It is anticipated that the sensitivity analysis will not substantially change the model results/impact analysis. A summary of the sensitivity analysis will be included as part of the pre-public draft EIR/EIS. In the event the results of the sensitivity analysis show major changes, the SPA will be informed and a course of action and level of effort be mutually identified. No additional work that would be required if the sensitivity analysis shows major changes is included in this scope of work.

The sensitivity analysis will use the January 27, 2015 version of the CALSIM II base model released by Reclamation to rerun the No Action/No Project conditions, and the three alternatives in the Preliminary ADEIR/EIS. CALSIM II studies developed in the task will be investigatory draft studies. CALSIM II model assumptions for the three alternatives simulated as part of the sensitivity analysis will be consistent with the Preliminary ADEIR/EIS. CALSIM II results for the three alternatives will be compared to the No Action/No Project conditions, and the incremental changes will be estimated. The incremental changes in the key storage, flow and diversion results from the

sensitivity studies will be compared with the published results of the three alternatives versus the No Action/No Project conditions in the Preliminary ADEIR/EIS.

No work will be performed on the analysis until the SPA and the project management team finalizes the assumptions for the alternative and direction has been provided to proceed with physical modeling activities.

Deliverables:

- A brief technical memorandum providing analysis results (including summary table) will be prepared and formatted so as to either be incorporated into the EIR/EIS within the executive summary, and to provide a summary update to the SPA.

Subtask 2.2 Document Selected Modeling Approach

This task assumes that the framework of models used for the other alternatives included in the Preliminary ADEIR/EIS and Feasibility Report will be used for evaluation of the SPA revised alternative for the detailed evaluation in the EIR/EIS. The models will be based on assumptions used in the existing conditions in the Preliminary ADEIR/EIS reflected the year 2009 conditions and on assumptions for the No Action/No Project Conditions in the Preliminary ADEIR/EIS that considered reasonable and foreseeable conditions assumed in 2009.

The framework of models used for the other alternatives included in the Administrative Draft EIR/EIS and Feasibility Report will be used to analyze the SPA modified alternative to be consistent with the analysis conducted previously.

The following models, previously used for the preliminary administrative draft analyses, will be used to conduct the impact analysis:

- For Surface Water Resources (Chapter 6) analyses and related, the following models are included:
 - SWP and CVP Hydrology and System Operations Model (CALSIM II)
 - Upper Sacramento River Daily Operations Model (USRDOM)
- For Surface Water Quality Resources (Chapter 7) analyses and related, the following models are included:
 - Upper Sacramento River Water Quality Model (USRWQM)
 - Preliminary Sites Reservoir Discharge Temperature Model
 - Reclamation Monthly Temperature Models (Reclamation Temperature)
 - Delta Hydrodynamics Model (DSM2 HYDRO)
 - Delta Salinity Model (DSM2 QUAL)
- For Aquatic Biological Resources (Chapter 12) analyses, the following models are included:
 - Reclamation Mortality Models (Reclamation Mortality and SacSalMort)
 - Salmonid Population Model (SALMOD)
 - Winter Run Chinook Life Cycle Model (IOS) – This model is developed and will be applied by Cramer Fish Sciences
 - Delta Passage Model (DPM) – This model is developed and will be applied by Cramer Fish Sciences
 -
- For Socioeconomics (Chapter 22) analyses, the following models are included:
 - Statewide Agricultural Production Model (SWAP)
 - Least Cost Planning Simulation Model (LCPSIM)
 - Other Municipal Water Economics Model (OMWEM)

- Lower Colorado River Basin Water Quality Model (LCRBWQM)
- Bay Area Water Quality Economics Model (BAWQM)
- Reporting Metrics Tool (RMT)
- For Air Quality and Greenhouse Gas Emissions (Chapters 24 and 25) analyses, the following models are included:
 - Off-Road Emissions Model (OFFROAD 2007)
 - Emissions & Generation Resource Integrated Database (eGRID)
 - URBan EMISsions (URBEMIS 2007)
 - EMIssion FACtors (EMFAC 2007)
- For Power Production and Energy Resources (Chapter 31) analyses and related, the following models are included:
 - Reclamation Long Term Generation (LT-GEN)
 - State Water Project Power Model (SWP Power)
 - NODOS Power
- For Socioeconomics (Chapter 22) analyses, the following model is included:
 - IMPLAN

The following models used in the framework of models in the Preliminary ADEIR/EIS and Feasibility Report will be used for the SPA modified alternative and for the detailed evaluation in the EIR/EIS assuming Reclamation and DWR agree to conduct the required modeling process (i.e. these models will not be run by CH2M HILL or the consultant team) including:

- For Fluvial Geomorphology and Riparian Habitat, Botanical Resources, and Terrestrial Biological Resources (Chapters 8, 13 and 14) analyses and related, the following models are assumed to be run by Reclamation as well as SEI and TNC:
 - Sedimentation and River Hydraulics – Capacity (SRH-Capacity) – This model is developed and applied by Reclamation TSC
 - Sedimentation and River Hydraulics – Meander (SRH-Meander) – This model is developed and applied by Reclamation TSC
 - Sedimentation and River Hydraulics – Vegetation (SRH-1DV) – This model is developed and applied by Reclamation TSC
 - Riparian Habitat Establishment Model (RHEM) – This model is developed and applied by SEI
 - Sacramento River Ecological Flows Tool (SacEFT) – This model is developed and applied by TNC
- For Recreation Resources (Chapter 21) analyses and related, it is assumed DWR will provide results as necessary to support the recreation analysis to support the identification of Recreation-Day Benefit Values (these calculations were developed and applied by DWR)
- For the Power Production and Energy Resources (Chapter 31) analyses it is assumed DWR will provide results as necessary to support the DWR-PARO Optimization Modeling process (this model is developed and applied by DWR PARO)

If these models are run under a separate contract, or by DWR and/or Reclamation, results (suitable for direct inclusion with no formatting required) will be included in the modeling results summary prepared as part of Task 3.5 below.

Deliverables:

- A technical memorandum identifying all key assumptions including baselines, models and proposed use (including summary table) will be prepared and formatted so as to either be incorporated into the EIR/EIS directly or as an appendix.

Task 3 – Modeling Support for Feasibility Study

This task includes modeling required to support the development of the Feasibility Study. All models required to support both the Feasibility Study and the EIR/EIS are listed below. Modeling effort required to support the revised EIR/EIS is included in Task 8 below. Any additional effort required to be necessary to support the Feasibility Study which is currently included as part of Task 8 below will be coordinated with the SPA and necessary increased effort and cost made as necessary in coordination with the SPA.

Subtask 3.1 CALSIM II

Project specific and CVP-SWP system hydrology and operations model simulations will be prepared for the new SPA modified alternative. No work will be performed on the alternative until the SPA and the project management team finalizes the assumptions for the alternative and direction has been provided to proceed with modeling activities for that alternative.

- Hydrology and operations model simulations will be prepared for the alternative using the framework of models previously developed by DWR and used for the other alternatives included in the EIR/EIS. These models include: SWP and CVP Hydrology and System Operations Model (CALSIM II) and Upper Sacramento River Daily Operations Model (USRDOM). These models are used in an iterative process – the USRDOM model is used to verify the availability of supply to divert to storage in the proposed Sites Reservoir and the CALSIM II model is used to incorporate the use of Sites Reservoir storage into the operations of the water resources system.
- Using the results of the model simulations, the operations analysis of the new alternative will be made consistent with the analyses of the other alternatives included in the EIR/EIS so that the detailed evaluation of impacts of the alternative can be performed consistently. Any discrepancies in approach or findings that cannot be addressed, using the framework of models previously developed by DWR, will be brought to the attention of the SPA for resolution.
- This task does not include the development or refinement of models. This task assumes use of the framework of models previously developed by DWR and used for the other alternatives included in the EIR/EIS. It is assumed that DWR will authorize use of these models and make them available upon request.

Subtask 3.2 Supplemental Models

Temperature, hydrodynamics, water quality, and ecosystem model simulations will be prepared for one (1) alternative. No work will be performed on the alternative until prerequisite hydrology and operations modeling of the alternative is completed and reviewed by the project management team, and the CH2M HILL has been directed to proceed with physical and ecosystem analysis for the alternative.

- Model simulations will be prepared for the alternative using the framework of models previously developed by DWR and used for the other alternatives included in the EIR/EIS. These models include: Upper Sacramento River Water Quality Model (USRWQM), Preliminary Sites Reservoir Discharge Temperature Model, Reclamation Monthly Temperature Models (Reclamation Temperature), Delta Hydrodynamics Model (DSM2 HYDRO), and Delta Salinity Model (DSM2 QUAL).
- Ecosystem model simulations will be prepared for the alternative using the framework of models previously developed by DWR and used for the other alternatives included in the EIR/EIS. These models include: Reclamation Mortality Models (Reclamation Mortality and SacSalMort) and Salmonid Population Model (SALMOD).

- CH2M HILL will compile datasets as necessary for the SPA modified alternative such that additional models developed by others can be applied to the alternative (application of these models is not included in this scope of work). These models include: Sedimentation and River Hydraulics - Capacity (SRH Capacity), Meander (SRH Meander) and Vegetation (SRH 1DV) models developed by the Reclamation Technical Service Center (TSC), Riparian Habitat Establishment Model (RHEM) developed by the Reclamation, Sacramento River Ecological Flows Tool (SacEFT) developed by The Nature Conservancy (TNC), and Winter Run Chinook Life Cycle Model (IOS) and the Delta Passage Model (DPM) developed by Cramer Fish Sciences listed above in Task 3.
- This task does not include the development or refinement of models. This task assumes use of the framework of models previously developed by DWR and used for the other alternatives included in the EIR/EIS. It is assumed that DWR will authorize use of these models and make them available upon request.

Subtask 3.3 Economics Models

Economic analyses will be prepared for one (1) alternative. No work will be performed on the alternative until prerequisite physical modeling of the alternative is completed and reviewed by the project management team, and direction to proceed with economic analysis for the alternative has been provided.

- Economics model simulations will be prepared for the alternative using the same framework of models previously developed by DWR and used for the other alternatives included in the EIR/EIS. The economics models include: Statewide Agricultural Production Model (SWAP), Least Cost Planning Simulation Model (LCPSIM), Other Municipal Water Economics Model (OMWEM), Lower Colorado River Basin Water Quality Model (LCRBWQM), Bay Area Water Quality Economics Model (BAWQM) and the Reclamation Long Term Generation (LT GEN), State Water Project Power Model (SWP Power), and NODOS Power modules.
- Using the results of the economics model simulations, the Reporting Metrics Tool (RMT) previously developed by DWR will be used to compile the results of the economics analysis for the alternative. Summary RMT results comparing all alternatives to be included in the EIR/EIS will be compiled.
- This task does not include the development or refinement of models. This task assumes use of the framework of models previously developed by DWR and used for the other alternatives included in the EIR/EIS. It is assumed that DWR will authorize use of these models and make them available upon request.

Subtask 3.4 GIS Evaluation

This task includes limited Geographic Information System (GIS) support to address potential new SPA modified alternative land use and related impacts. It is assumed existing GIS information previously developed by DWR is accurate and readily available for use.

Subtask 3.5 Modeling Results

Selected presentations of model results consistent in format previously developed by DWR and used for the other alternatives included in the Preliminary ADEIR/EIS will be prepared. These formats are used throughout the appendixes of the Preliminary ADEIR/EIS released by DWR in May of 2014.

- These formats included summary tables, bar charts, exceedance plots and tables to support detailed evaluation of the alternatives in the EIR/EIS.
- Preparation of additional reporting formats or scorecards are not included in this task.

Deliverables:

- A brief technical memorandum providing model results (including summary table) will be prepared and formatted so as to either be incorporated into the EIR/EIS within the executive summary, or to provide a summary update to the SPA management group.

Task 4 – Permit Risk Evaluation

This task will include the identification of permits that are anticipated to be required prior to implementation of the project, as well as anticipated timeframes for preparation/acquisition, linkages between permits, and identification of any anticipated significant issues.

Task 5.1 – Initial Reclamation/Agency Coordination

This task includes initial coordination effort with Reclamation including phone calls, monthly status updates/calls, and team meetings, with the Reclamation NEPA project manager and team. A total of two meetings will be held in Sacramento as part of this task.

Task 6.1 – Initial DWR Coordination

This task includes initial coordination effort with DWR including phone calls, monthly status updates/calls, and team meetings, with the DWR CEQA project manager and team. A total of two meetings will be held in Sacramento as part of this task.

Subphase 2

Subphase 2 includes the following tasks further detailed below:

- Task 7 – 1st Draft Proposition 1 EIR/EIS Document Preparation
- Task 8 - Modeling Support – EIR/EIS
- Task 5.2 - Continued Reclamation/Agency Coordination
- Task 6.2 - Continued DWR Coordination

Task 7 – 1st Draft Proposition 1 EIR/EIS Document Preparation

The Preliminary ADEIR/EIS is publically available (located at the following link: [Preliminary Administrative Draft Environmental Impact Report - May 2014](#)). Subsequent to the posting of the Preliminary ADEIR/EIS, CH2MILL assisted DWR with addressing comments received from Reclamation and SPA technical team staff for each section by May 2014. This version of the Preliminary ADEIR/EIS would be used as the basis for the development of a 1st Draft Proposition 1 EIR/EIS that incorporates the alternatives previously evaluated in addition to a new SPA modified alternative. This work will be done under the direction of the SPA as the lead under the California Environmental Quality Act (CEQA), and in coordination with the Bureau of Reclamation (Reclamation) as the lead under the National Environmental Policy Act. It is assumed that Reclamation will provide input as well as assistance to support the timely and successful completion of the pre-public draft EIR/EIS. In addition, it is assumed that DWR will be a responsible agency under CEQA and provide input as well as assistance to support the timely and successful completion of the pre-public draft EIR/EIS.

DWR previously prepared the Purpose and Need (in coordination with Reclamation), the project CEQA Objectives, and project description for Alternatives A, B and C included in the Preliminary ADEIR/EIS. DWR prepared all required hydrologic, operations, ecosystem, and economics modeling and analysis with assistance from CH2M HILL. It is assumed that there are no required changes to the Purpose and Need, revisions to the CEQA objectives

(if deemed necessary) will be minor to account for the SPA being the CEQA lead, and that the description, range, and content of alternatives previously evaluated would not require revision. All tables and figures will remain in the same format as the Preliminary ADEIR/EIS and be revised only to incorporate the new SPA modified alternative. Analysis and revisions will be primarily focused on documenting the anticipated impacts of the construction and operation of the new SPA modified alternative. Each chapter will undergo an initial review in close coordination with SPA staff, and revisions made as required to address the new SPA modified alternative. A revised ADEIR/EIS will be prepared for review by the SPA, as well as CEQA responsible and NEPA cooperating agencies. It is assumed if comments are provided by responsible and cooperating agencies they will be in the form of redline/strikeout so as to support direct inclusion in the EIR/EIS with minimal coordination efforts. Following SPA review, a pre-public draft EIR/EIS will be prepared. Compliance with Section 508 of the Americans With Disabilities Act (ADA) as well as filing requirements to the Environmental Protection Agency are not included as part of this scope. All correspondence necessary to support the administrative record occurring as part of the preparation of the EIR/EIS will be provided to the SPA at the completion of this scope.

The following subtasks are required to complete the 1st Proposition 1 Draft EIR/EIS:

Subtask 7.1 Revisions to Introductory and Project Description Related Chapters

Revisions to ADEIR/EIS to account for the SPA taking the CEQA lead agency role as well as including the SPA modified alternative project description will be conducted under this task. Chapters requiring revisions under this task include:

- Executive Summary
- Chapter 1 – Introduction (and Mitigation and Monitoring Plan included in Appendix 1 of the ADEIR/EIS)
- Chapter 2 – Alternatives Analysis
- Chapter 3 – Description of the Proposed Project/Proposed Action and Alternatives
- Chapter 4 – Environmental Compliance and Permit Summary
- Chapter 5 – Guide to the Resource Analyses

Deliverables:

- Revised electronic versions of Chapters 1, 2, 3 and 4 will be prepared for review and made available prior to the completion of SPA.

Subtask 7.2 Impact Analysis and Required Revisions to Resource Specific Chapters – Qualitative Analysis

This task will include impact assessment for the SPA modified alternative for those chapters previously and appropriately evaluated in a qualitative manner. All chapters will be evaluated as to appropriate approach with the following chapters assumed to remain primarily qualitative in nature with respect to impact analysis for the new SPA modified alternative:

- Chapter 9 – Flood Control and Management
- Chapter 10 – Groundwater Resources
- Chapter 11 – Groundwater Quality
- Chapter 16 – Geology, Minerals, Soils and Paleontology
- Chapter 17 – Faults and Seismicity
- Chapter 18 – Cultural Resources w/o Appendix (Appendix confidential to DWR)
- Chapter 19 – Indian Trust Assets
- Chapter 23 – Environmental Justice
- Chapter 26 – Navigation Transportation and Traffic
- Chapter 27 – Noise
- Chapter 28 – Public Health and Environmental Hazards

- Chapter 29 – Public Services and Utilities
- Chapter 30 – Visual Resources
- Chapter 32 – Short-Term Uses vs Long-Term Productivity
- Chapter 33 – Irreversible or Irrecoverable Commitments
- Chapter 34 – Growth-Inducing Impacts
- Chapter 35 – Cumulative Impacts

Revisions will be made to each chapter as necessary addressing the new SPA modified alternative consistent with the approach used in the development of the Preliminary ADEIR/EIS. It is assumed that DWR will provide information as necessary to complete Chapter 18 – Cultural Resources to account for the new SPA modified alternative. A reconnaissance level cultural resources field review will be conducted to evaluate the potential for cultural resources impacts associated with the new SPA modified alternative. A records search will also be conducted. Necessary documentation will be developed that will be eventually be required to prepare necessary reports and submittals for the eventual permitting process. It is assumed that Reclamation will provide revisions to the Indian Trust Assets section as necessary to address the new SPA modified alternative. Chapters 32, 33, and 34 are assumed to require only minor revisions to account for the new SPA modified alternative only given they were prepared by DWR previously. Revisions necessary to update Chapter 36 – Consultation and Coordination, Chapter 37 – References, Chapter 38 – List of Preparers and Contributors, and Chapter 39 – EIR/EIS Distribution List will be made to account for necessary updates and recent activities.

Subtask 7.3 Impact Analysis and Required Revisions to Resource Specific Chapters – Quantitative Analysis and Executive Summary

This task will include impact assessment for those chapters previously and appropriately evaluated in a quantitative manner utilizing a numerical modeling tool. All chapters will be evaluated as to appropriate approach with the following chapters assumed to remain at least in part based on modeled results for the anticipated impacts of a new SPA modified alternative. Modeling and detailed analyses will be conducted and results provided through the completion of Task 3 detailed above. It is assumed that air quality impacts and associated analysis will be similar to those identified and evaluated as part of the Preliminary ADEIR/EIS. Modeled results for the SPA modified alternative developed as part of Task 4 will be incorporated into the sections below in a comparative manner consistent with the approach used in the development of the Preliminary ADEIR/EIS. Chapter 6 – Surface Water Resources:

- Chapter 7 – Surface Water Quality
- Chapter 8 – Fluvial Geomorphology and Riparian Habitat
- Chapter 12 – Aquatic Biological Resources
- Chapter 13 – Botanical Resources
- Chapter 14 – Terrestrial Biological Resources
- Chapter 15 – Wetlands and Other Waters of the U S
- Chapter 20 – Land Use
- Chapter 21 – Recreation Resources
- Chapter 22 – Socioeconomics
- Chapter 24 – Air Quality
- Chapter 25 – Climate Change and Greenhouse Gas Emissions
- Chapter 31 – Power Production and Energy

Reconnaissance level terrestrial biological surveys will also be conducted under this sub task to evaluate the potential for terrestrial biological impacts associated with any new alternative footprint areas included as part of the new SPA modified alternative. It is assumed that any potential impacts to aquatic resources will be addressed through the modeling included as part of this task (no aquatic field review/evaluations will be necessary).

Deliverables:

- An electronic version of the 1st Draft Proposition 1 Draft EIR/EIS will be prepared for SPA and Reclamation review including the chapters identified above as well as chapters prepared in Sub-tasks 5.1 and 5.2. Up to five hardcopies will also be provided as requested by the SPA.

Subtask 7.4 Revision of Appendixes

The appendixes for the 1st Draft Proposition 1 Draft EIR/EIS were developed by many organizations in addition to CH2M HILL, including DWR, Reclamation, and The Nature Conservancy, and their consultants (including AECOM, HDR Inc., Cramer Fish Sciences, and ESSA Technologies). Necessary supporting documentation developed as part of the modeling and impact assessment of the SPA modified alternative will be included in the appendixes as appropriate. Analyses will be included as an additional stand-alone section and/or attachment to each existing appendix requiring revision. No new appendixes will be developed. No reformatting or revisions of the existing appendixes will be conducted or necessary in addition to inclusion of the results of the analysis of the SPA modified alternative.

The appendixes will be compiled for publication on website or CD only.

Deliverables:

- Revised appendixes will be provided in electronic form for website posting or CD as determined appropriate in coordination with the SPA.

Task 8 – Modeling Support for EIR/EIS

This task includes modeling required to support the development of the EIR/EIS. All models required to support both the Feasibility Study and the EIR/EIS are listed above in Task 3 above. Modeling effort required to support the Feasibility Study is included in Task 3 above.

Subtask 8.1 CALSIM II

Additional CALSIM II modeling as necessary to support the EIR/EIS will be conducted as part of this task. A more detailed description of process is provided in Task 3 above. As discussed above this task does not include the development or refinement of models. This task assumes use of the framework of models previously developed by DWR and used for the other alternatives included in the EIR/EIS. It is assumed that DWR will authorize use of these models and make them available upon request.

Subtask 8.2 Supplemental Models

Additional supplemental model simulations will be prepared for one (1) alternative to support the EIR/EIS. No work will be performed on the alternative until prerequisite hydrology and operations modeling of the alternative is completed and reviewed by the project management team. A more detailed description of process is provided in Task 3 above. This task does not include the development or refinement of models. This task assumes use of the framework of models previously developed by DWR and used for the other alternatives included in the EIR/EIS. It is assumed that DWR will authorize use of these models and make them available upon request.

Subtask 8.3 Economics Models

Additional economic analyses will be prepared for one (1) alternative once work is complete on the other models identified above. No work will be performed on the alternative until prerequisite physical modeling of the alternative is completed and reviewed by the project management team, and direction to proceed with economic analysis for the alternative has been provided. As with the other models, this task does not include model development or refinement and that DWR will authorize use of necessary models and make them available upon request.

Subtask 8.4 Modeling Results

Selected presentations of model results consistent in format previously developed by DWR and used for the other alternatives included in the Preliminary ADEIR/EIS will be prepared. These formats included summary tables, bar

charts, exceedance plots and tables to support detailed evaluation of the alternatives in the EIR/EIS. Results will be included in existing appendices that will be revised as necessary. No additional technical memorandum will be prepared or is necessary.

Task 5.2 – Continued Reclamation/Agency Coordination

This task includes continued coordination effort in addition to initial efforts under Task 5.1 with Reclamation including phone calls, monthly status updates/calls, and team meetings, with the Reclamation NEPA project manager and team. A total of three meetings will be held in Sacramento as part of this task.

Task 6.2 – Continued DWR Coordination

This task includes continued coordination effort in addition to initial efforts under Task 6.1 with DWR including phone calls, monthly status updates/calls, and team meetings, with the DWR CEQA project manager and team. A total of three meetings will be held in Sacramento as part of this task.

Subphase 3

Subphase 3 includes the following tasks further detailed below:

- Task 9 – 2nd Draft Proposition 1 EIR/EIS Document Preparation
- Task 10 – Final Draft Proposition 1 EIR/EIS Document Preparation
- Task 11 - Public Meeting Assistance

Task 9 – 2nd Draft Proposition 1 EIR/EIS Document Preparation

A 2nd Draft Proposition 1 EIR/EIS will be prepared in close coordination with the SPA and Reclamation based on revisions received from the SPA (including those the SPA receives from DWR) and Reclamation. Revisions to the 1st Draft Proposition 1 EIR/EIS will be based on one set of conformed redline/strikeout revision comments received from the SPA (including DWR comments and comments received from other responsible agencies) and one set of conformed redline/strikeout revision comments received from Reclamation (it is assumed Reclamation will ensure consistency among their comments and clarification to allow for relative ease of inclusion including comments from cooperating agencies). All comments will be considered in the development of the 2nd Draft Proposition 1 EIR/EIS. It is assumed that the SPA, DWR, and Reclamation subject matter experts will provide reviews, guidance, and additional content, as needed, to address and incorporate comments. Given the previous review and coordination process with the SPA and Reclamation in the development of the Preliminary ADEIR/EIS, and as part of the coordination that will occur as part of the development of the 1st Draft Proposition 1 EIR/EIS prepared in Task 7, minimal substantive comments are anticipated. Two meetings in Willows will be held in this task to discuss the consolidated comments as necessary.

Revisions will be made directly to the EIR/EIS. Comments will be tracked and brief responses noted for each comment in matrix form only for those responses that were not included in the revisions.

Deliverables:

- An electronic version of the 2nd Draft Proposition 1 EIR/EIS will be prepared for SPA and Reclamation. Up to five hardcopies will also be provided as requested by the SPA.

Task 10 – Final Draft Proposition 1 EIR/EIS Document Preparation

A Final Draft Proposition 1 EIR/EIS will be prepared in close coordination with the SPASPA and Reclamation based on final comments received from the SPA and Reclamation on the 2nd Draft Proposition 1 EIR/EIS. Revisions to the 2nd Draft Proposition 1 EIR/EIS will be based on one set of redline/strikeout conformed comments received from the SPA and one set of redline/strikeout conformed comments received from the Reclamation. Given the previous review and coordination process with the SPA and Reclamation in the development of the Preliminary ADEIR/EIS, and as part of the coordination that will occur as part of the development of the 1st Draft Proposition 1 EIR/EIS prepared in Task 7 and 2nd Draft Proposition 1 EIR/EIS in Task 9, it is assumed that no substantive comments will be received. One meeting in Willows will be held to discuss the consolidated comments as necessary.

Task 11 – Public Meeting Assistance

This task includes assistance and participation for four public meetings in a support role to respond to questions, as determined necessary by the SPA related to project status, and does not include receipt of comments. This task does not include efforts associated with reserving/renting venues for the public meetings, providing a public hearing officer, court reporter, sign-in sheets, informational handouts, and support staff to conduct the meetings. It is assumed that the public meetings will be held in Willows or Sacramento.

This task also does not include development or publication of public notices, filing of CEQA with the Governor's Office, filing of NEPA documents with the U.S. Environmental Protection Agency, or filing of notices with the local agencies in the study area.

Attachment B
 CH2M HILL
 Sites Project Authority (SPA)
 Hourly Billing Rates**

Classification	2015	2016	2017	2018
Principal Professional/Project Director (Level 2)*	\$283.61	\$292.11	\$300.88	\$309.90
Principal Professional/Senior Project Manager*	\$238.68	\$245.84	\$253.22	\$260.82
Project Manager*	\$210.02	\$216.32	\$222.81	\$229.49
Senior Project Professional*	\$175.81	\$181.09	\$186.52	\$192.12
Professional (Level 2)*	\$143.31	\$147.61	\$152.03	\$156.60
Professional (Level 1)*	\$122.95	\$126.64	\$130.44	\$134.35
Staff Professional (Level 2)*	\$109.24	\$112.52	\$115.89	\$119.37
Staff Professional (Level 1)*	\$93.65	\$96.45	\$99.35	\$102.33
Senior Drafter/Illustrator/Editor/ Word Processor	\$159.98	\$164.78	\$169.72	\$174.81
Drafter/Illustrator/Editor/Word Processor (Level 3)	\$127.89	\$131.73	\$135.68	\$139.75
Drafter/Illustrator/Editor/Word Processor (Level 2)	\$103.85	\$106.97	\$110.18	\$113.48
Drafter/Illustrator/Editor/Word Processor (Level 1)	\$100.49	\$103.50	\$106.61	\$109.80
Clerk	\$77.97	\$80.31	\$82.72	\$85.20

NOTES:

*includes engineering, consulting, planner and scientist disciplines

**these rates are effective January 1, 2015 through December 31, 2018

A markup of 7% shall be applied to all Other Direct Costs and Expenses

An additional premium of 25% will be added to the above rates for Expert Witness and Testimony Services

Attachment C Sites Project Authority (SPA) Prop 1 EIR/EIS and Feasibility Study Price by Element

Task	Hours	Labor	Expense	Subs	Subtotal	Markup	Task Total
Subphase 1							
Task 1 - Feasibility Study Support	1,012.00	215,904.00	1,381.15	0	217,285.15	96.68	217,381.83
Task 2 - Conf Anlys Aprch/Bsin Assump	360.0	67,037.70	1,000.00	5,000.00	73,037.70	420.00	73,457.70
Task 3 - Mod Supt Feas Stdy	718.0	127,924.93	1,845.86	30,000.00	159,770.79	2,229.21	162,000.00
Task 4 - Permit Risk Evaluation	24.0	4,920.90	73.92	-	4,994.82	5.18	5,000.00
Task 5.1 - Initial Reclamation/Agency Coordination	90.0	19,033.00	903.74	-	19,936.74	63.26	20,000.00
Task 6.1 - Initial DWR Coordination	90.0	19,033.00	903.74	-	19,936.74	63.26	20,000.00
Subtotal for Authorization #1	2,294.0	453,853.53	4,727.26	35,000.00	494,961.94	2,877.59	497,839.53
Subphase 2							
Task 5.2 - Continued Reclamation/Agency Coordination	256.0	53,487.36	1,413.68	-	54,901.04	98.96	55,000.00
Task 6.2 - Continued DWR Coordination	256.0	53,487.36	1,413.68	-	54,901.04	98.96	55,000.00
Task 7 - 1st Drft Proposition EIR/EIS Doc Prep	2,202.0	383,531.10	7,064.39	113,000.00	503,595.49	8,404.51	512,000.00
Task 8 - Mod Supt EIS/EIR	863.0	160,700.54	1,214.45	-	161,914.99	85.01	162,000.00
Subtotal for Authorization #2	3,577.0	651,206.36	11,106.20	113,000.00	775,312.56	8,687.44	784,000.00
Subphase 3							
Task 9 - 2nd Drft Proposition 1 EIR/EIS Doc Prep	498.0	91,940.74	32.02	7,500.00	99,472.76	527.24	100,000.00
Task 10 - Final Draft Proposition 1 EIR/EIS Doc Prep	269.0	44,100.62	4.60	5,000.00	49,105.22	350.32	49,455.54
Task 11 - Public Meeting Assistance	212.0	42,893.68	1,641.42	5,000.00	49,535.10	464.90	50,000.00
Subtotal for Authorization #3	979.0	178,935.04	1,678.04	17,500.00	198,113.08	1,342.46	199,455.54
Grand Total	6,850.00	1,283,994.93	17,511.50	165,500.00	1,468,387.58	12,907.49	1,481,295.07



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 15114 -MO11-15/16	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):																					
INSURED CH2M HILL GLOBAL, INC. CH2M HILL ENGINEERS, INC. CH2M HILL E&C, INC. LOCKWOOD GREENE, INC. ET.AL.		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Greenwich Insurance Company</td> <td>22322</td> </tr> <tr> <td>INSURER B:</td> <td>National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER C:</td> <td>XL Insurance America, Inc.</td> <td>24554</td> </tr> <tr> <td>INSURER D:</td> <td>Zurich American Insurance Co</td> <td>16535</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Greenwich Insurance Company	22322	INSURER B:	National Union Fire Ins Co Pittsburgh PA	19445	INSURER C:	XL Insurance America, Inc.	24554	INSURER D:	Zurich American Insurance Co	16535	INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** SEA-002401642-16 **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	X	RGE500025504	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X	X	RAD500025404	05/01/2015	05/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			BE 31131560	05/01/2015	05/01/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		X	RWD500025204 (AOS) RWR500025304 (WI)	05/01/2015 05/01/2015	05/01/2016 05/01/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY*			EOC3829621-13	05/01/2015	05/01/2016	Each Claim & Aggregate Each Policy Period \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT. COVERAGE PROVIDED BY THE ABOVE GENERAL LIABILITY AND AUTO POLICIES SHALL BE PRIMARY AND NON-CONTRIBUTORY AND IS LIMITED TO THE LIABILITY RESULTING FROM THE NAMED INSURED'S OWNERSHIP AND/OR OPERATIONS. GENERAL LIABILITY AND AUTO LIABILITY INCLUDE SEPARATION OF INSUREDS AND NO CROSS SUITS EXCLUSION. GENERAL LIABILITY, AUTO LIABILITY AND WORKERS' COMPENSATION POLICIES INCLUDE A WAIVER OF SUBROGATION.

CERTIFICATE HOLDER CH2M HILL GLOBAL, INC. CH2M HILL ENGINEERS, INC. CH2M HILL E&C, INC. LOCKWOOD GREENE, INC. ET.AL.	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Sharon A. Hammer <i>Sharon A. Hammer</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA INC.		NAMED INSURED CH2M HILL GLOBAL, INC. CH2M HILL ENGINEERS, INC. CH2M HILL E&C, INC. LOCKWOOD GREENE, INC. ET.AL.
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CONTRACTOR'S POLLUTION LIABILITY
 INSURER E: INDIAN HARBOR INSURANCE CO.
 POLICY NO. PEC003468104
 POLICY TERM: 05/01/2015 - 05/01/2016
 EACH POLLUTION CONDITION AND AGGREGATE LIMIT OF LIABILITY: \$2,000,000

*FOR PROFESSIONAL LIABILITY COVERAGE, THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR CLAIMS PRESENTED WITHIN THE POLICY PERIOD FOR ALL OPERATIONS OF THE INSURED. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSE.

SITES PROJECT JOINT POWERS AUTHORITY

MINUTES OF MEETING

August 5, 2015

Chair McDaniel called the regular meeting of the Sites Project Joint Powers Authority (Sites JPA) Board of Directors to order at 1:35 p.m. The meeting was held at the Tehama Colusa Canal Authority, 5513 Highway 162, Willows, California.

Present:

County of Colusa, Kim Dolbow Vann, arrived at 1:45

County of Glenn, Leigh McDaniel

Glenn-Colusa Irrigation District (GCID), Don Bransford, arrived at 1:39

Maxwell Irrigation District (MID), Rick Richter

Reclamation District 108 (RD 108), Fritz Durst

Yolo County Flood Control and Water Conservation District (YCFC&WCD),
Mary Kimball, arrived at 1:39

Absent:

Tehama Colusa Canal Authority (TCCA)

Also Present:

Jim Watson, Sites JPA General Manager candidate; Gary Evans, Ann Nordyke, County of Colusa; Sandy Denn, Mary Spooner, GCID; Sean Doherty, RD 108; Tim O'Halloran, YCFC&WCD; Joseph Marsh, Shelly Murphy, Colusa County Water District; Jim Jones, Orland-Artois Water District; Jamie Traynham, Dan Ruiz, Westside Water District; Dan Jones, Proberta Water District; Jeff Sutton, TCCA; John Kenny, Kenny Snowden & Norine; Stephen Marsh, Myers Marsh Mutual Water Company; Ted Trimble, Western Canal; Oscar Serrano, Colusa Indian Community; Mary Fahey, Colusa County Department of Agriculture; Jeff Herrin, Khaled Chowdhury, AECOM; Martin Nicholson, CH2M Hill; Bill Vanderwaal, USBR; Dean Apostle, DWR; Mike Urkov, TCCA Consultant; Scott Brown, Larsen Wurzel & Associates; Juleah Cordi, Assemblyman Gallaher; Tom Charter, Interested Parties

Flag Salute

Approve Agenda

Director Richter moved to approve the agenda, Director Durst seconded the motion, and the agenda was unanimously approved by the following vote:

AYES: Directors McDaniel, Richter, Durst, and Alternate Evans

NOES: None.

ABSENT: Ken LaGrande, Director and Wade Mathis, Alternate Director-TCCA.

Public Participation

Chair McDaniel called for public participation and as no one from the public wished to address the Board, the meeting continued.

Approval of Minutes

Director Durst moved to approve the minutes of the July 1, 2015, regular meeting. Alternate Director Evans seconded the motion, and the minutes were unanimously approved by the following vote:

AYES: Directors McDaniel, Richter, Durst and Alternate Evans

NOES: None.

ABSENT: Ken LaGrande, Director and Wade Mathis, Alternate Director-TCCA.

FINANCIAL CONSIDERATIONS

Payment of Claims and Approve Treasurer's Report

Chair McDaniel presented the Treasurer's Report. On motion by Director Durst, and second by Director Richter, payment of claims #1123 through #1124, in the amount of Six Thousand, Eight Hundred Forty-Six Dollars and Fifty-Five Cents (\$6,846.55), and the Treasurer's Report were approved by the following vote:

AYES: Directors McDaniel, Richter, Durst and Alternate Evans.

NOES: None

ABSENT: Ken LaGrande, Director, Wade Mathis, Alternate Director-TCCA

1:39 p.m. Directors Bransford-Glen-Colusa ID and Kimball-Yolo County Flood Control & WCD are now present.

GOVERNANCE AND INTERNAL ORGANIZATION

Review, Discussion and Possible Approval of Final Contract to Hire General Manager

Chair McDaniel reviewed the final contract between the Sites JPA and General Manager candidate Jim Watson. Alternate Director Evans expressed concern regarding several items in the contract and Attorney Kenny addressed the concerns.

1:45 p.m. Director Vann is now present.

Minor corrections were made to the contract with the consent of Jim Watson.

Director Kimball moved to approve the contract with changes. Director Bransford seconded the motion, and the contract was unanimously approved by the following roll call vote:

AYES: Directors Bransford-GCID, Durst- RD 108, Vann-County of Colusa, McDaniel-County of Glenn, Mensik-MID, and Kimball- YCFC&WCD

NOES: None

ABSENT: Ken LaGrande, Director and Wade Mathis, Alternate Director-TCCA

Approve Sites JPA Agreement Amendment and Resolution 2015-01 Adding New Members

Chair McDaniel reviewed the First Amendment to the Sites Project Authority Joint Exercise of Powers Agreement to approve the addition of four new members to the Sites JPA Board of Directors.

Each member agency has authorized, by resolution, its voting decision.

Director Bransford moved to approve the Sites JPA Agreement Amendment and Adopt Resolution 2015-01. Director Vann seconded the motion, and the Amendment and Resolution 2015-01 was unanimously approved and adopted the following:

**SITES PROJECT JOINT POWERS AUTHORITY
RESOLUTION 2015-01**

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SITES PROJECT JOINT POWERS AUTHORITY
RECOGNIZING NEW MEMBERS**

WHEREAS, the Joint Powers Agreement for the Sites Project Joint Powers Authority allows for the addition of New Members with a seventy-five (75%) vote of approval of the existing Members, and;

WHEREAS, the Colusa-County Water District, Westside Water District, Orland-Artois Water District and Proberta Water District have requested to become New Members of the Joint Powers Authority, and;

WHEREAS, the existing Members have unanimously approved the admission of these New Members.

NOW THEREFORE BE IT RESOLVED, that the Board of Directors of the Sites Project Joint Powers Authority do hereby welcome and seat the Directors appointed by the Colusa County Water District, Westside Water District, Orland-Artois Water District and Proberta Water District.

PASSED, APPROVED AND ADOPTED this fifth day of August, 2015 by the following roll call vote:

AYES: Directors Bransford-GCID, Durst- RD 108, Vann-County of Colusa, McDaniel-County of Glenn, Mensik-MID, and Kimball- YCFC&WCD

NOES: None

ABSENT: Ken LaGrande, Director and Wade Mathis, Alternate Director-TCCA

ABSTAIN: None

Approve Moving Agenda/Minutes/Duties to Colusa County

Chair McDaniel recommended that the duties of the secretary be moved to the elected Secretary's agency. Director Vann has appointed Ann Nordyke of the County of Colusa staff to perform these duties.

Action: By consensus, it was agreed to implement this change with the transition to occur at the next board meeting.

Discuss and Approve New Board Meeting Dates as Necessary

The California Water Commission monthly meetings coincide with the same date and time as the Sites JPA board meetings. As General Manager Watson, General Managers of JPA member districts and board members will need to attend this meeting, it is recommended that the regularly scheduled board meetings be moved from the first Wednesday of each month to the third Monday of each month, at 9:00 a.m., beginning in September through the end of the year. The new meeting dates will be:

Date	Member Agency	City
September 21, 2015	Westside Water District	Williams
October 19, 2015	Glenn-Colusa Irrigation District	Willows
November 16, 2015	Yolo County Flood Control	Woodland
December 21, 2015	Tehama-Colusa Canal Authority	Willows

Action: By consensus, it was agreed to schedule the board meetings to occur on these dates with a 9:00 AM start time.

Form Ad Hoc Governance Committee

Chair McDaniel suggested that the Board consider forming an ad hoc governance committee to address the future needs of the Sites JPA. The committee should address clarification of the JPA Agreement, handle financial needs and decision making; work on improving outreach and communications, and develop by-laws.

Action: General Manager Jim Watson will develop recommendations and bring to the September board meeting. TCCA General Manager Jeff Sutton and Attorney John Kenny will draft by-laws and bring to the September board meeting for consideration.

REGULAR BUSINESS

Report on New Term Work Plan Proved Direction as Necessary

General Manager Jim Watson reported that the California Water Commission staff has a proposed outline of the process to submit proposals. There are a number of elements that will affect the work plan and budget that the General Manager Technical Group has developed. The budget and work plan will need to be adjusted to meet the new dates and financial impact of the California Water Commission's process. Financing the Environmental Impact Studies may become the responsibility of the SPA.

He also announced upcoming meetings he would be attending and the August 18, 2015, legislative staff tour to the Sites area. He requested that board members and other general managers, who are available, consider attending.

Committee Composition

General Manager Jim Watson requested this item be addressed at a board meeting after his August 17, 2015, official starting date.

Investor Outreach Direction to General Manager

General Manager Jim Watson also requested that this be addressed at a later date. Chair McDaniel clarified that Alternate Director Evans remains engaged with the local constituents.

Other Business

Vice Chair Durst asked for everyone to introduce themselves for the benefit of the new General Manager and new Directors.

Vice Chair Durst will be attending the Urban Water Institute to give a presentation of the Sites Project.

The next regularly scheduled board meeting will be held at 9:00 a.m. on Monday, September 21, 2015, at Westside Water District, Williams.

ADJOURNMENT

The meeting adjourned at 2:53 p.m.

Respectfully Submitted,

Kim Dolbow Vann
Secretary to the Board

Attest a true record of proceedings
made and taken at the above foregoing
meeting our consent thereto and our
presence thereat.

Leigh McDaniel

**SITES PROJECT JOINT POWERS AUTHORITY
SPECIAL MEETING MINUTES
August 24, 2015**

Chair McDaniel called the Special Meeting of the Sites Joint Powers Authority to order at 1:33 p.m. at the Westside Water District, 5005 Highway 20, Williams, California 95987.

Directors Present: Leigh McDaniel, County of Glenn, (Chair)
Don Bransford, Glenn-Colusa Irrigation District (GCID)
Fritz Durst, Reclamation District 108 (RD 108)
Ken LaGrande, Tehama Colusa Canal Authority (TCCA),
Greg Mensik, Maxwell Irrigation District,
Joe Marsh, Director-Colusa County Water District,
Jim Jones, Director-Orland Artois Water District,

Alternates Present: Gary Evans, County of Colusa,
Jeff Sutton, Tehama Colusa Canal Authority (TCCA),
Rick Richter, Alternate-Maxwell Irrigation District (MID).

Absent: Kim Dolbow Vann, Director-County of Colusa,
Ken LaGrande, Director-Tehama-Colusa Canal Authority,
Jamie Traynham, Director-Westside Water District,
Dan Jones, Director-TC 8 District,
Mary Kimball, Director and Tim O'Halloran, Alternate-Yolo County Flood Control & WCD,
Sean Doherty, Trustee-RD 108,
Sandy Denn, Director-Glenn-Colusa ID,
John Viegas, Alternate-Glenn County Board of Supervisors,
Doug Griffin, Alternate-Colusa County Water District,
Mike Vereschagin, Alternate-Orland Artois Water District, and
Doug Parker, Alternate-Westside Water District.

Others Present: Jim Watson, General Manager,
Ann Nordyke, Clerk,
Thad Bettner, GCID,
John Kenny, Kenny Snowden & Norine, (Counsel)
Lisa Hunter, Glenn County Ag Department,
Mary Fahey, Colusa County Ag Department,

Oscar Serrano, Colusa Indian Community,
Emil Cavagnolo, Orland Artois Water District
Mary Wells, Land Owner,
Juleah Cordi, Assemblyman Gallagher's Office,
Mark Oliver, Consultant CH2M Hill,
Scott Brown, Larsen Wurzel & Associates, Inc.
Jim Bond, Jim Wieking, and Ted
Trimble, Interested Parties.

1:33 p.m. (1:30 p.m. item on Agenda) Call to Order

Approval of Agenda

It is moved by Director Jones, seconded by Director Bransford to approve the agenda as presented. Motion carried: All yes. Absent: Mary Kimball-Director, Tim O'Halloran, YCFC & WCD; Jamie Traynham-Director, Doug Parker-Alt., Westside Water District, and Dan Jones-Director, TC 8 District.

1. **PUBLIC PARTICIPATION**

Chair McDaniel calls for public participation. Hearing none, Chair McDaniel closes the period of public participation.

2. **Sites Project Authority Agreement-Proposed Amendment #2**

Chair McDaniel makes time to consider approving proposed Amendment #2 to the Sites Project Authority Agreement. Further direct Member Agency Delegates/Alternates to submit the proposed Amendment #2 to their Member Agency Board for consideration and approval of same, on or before the September 21, 2015 Sites JPA scheduled meeting.

Lengthy discussion is held regarding having a budget in place prior to approving Amendment #2 to the Sites Project Authority Agreement.

Following discussion Chair McDaniel tables the item to later this day.

3. **Work Plan & Budget**

Chair McDaniel makes time for a presentation of proposed process to manage the Sites Reservoir Project costs from current Phase 1 through completion and project closeout (Phase5) with completion of Phase 1 coinciding with California Water Commission determination of eligibility to receive a grant under Proposition 1, chapter 8.

Mr. Watson speaks to the following:

Timeline to submit a proposal for grant funds under Proposition 1, Chapter 8, which the California Water Commission currently forecasts to occur in March 2017, requires consultant contracts be executed by October 1 assuming funding is secured from Member Agencies, Amendment #2 is approved, and Board approval of an Operating Budget for this Fiscal Year.

The proposed cost and budget management processes are based on best business practices and include the development and maintenance of the following:

- a. A long-range financial projection of total project costs that includes (1) an estimate of the financing costs and recommended levels of contingency and (2) an estimated annualize cost/acre-ft. needed to repay the incurred debt.
- b. For each project phase, a summary level work plan and target budget summarized by each fiscal year. (Projected variances identified at this level will be incorporated into item a)
- c. A work plan and budget for the current fiscal year that will be used to manage planned vs. actual costs. (Projected variances identified at this level will be incorporated into item b)

Mr. Watson introduces Mr. Scott Brown of Larsen Wurzel & Associates, Inc. who speaks to the following:

Sites Reservoir Project Investment Model,
Objectives,
Approach,
Quantify Capital Calls,
Investment Position,
Weighting Investments,
Investment True-up,
Transfer Investment Position (Working assumption that requires a
Board policy)
Current Model Assumptions,
Assumed Capital Calls, and
Model Results

Mr. Watson speaks to the following:

Proposed Cost Management by Phases,
Proposed Cost Management – Phase 1, and
Proposed Cost Management Structure which has governance
implications.

Discussion is held with no action taken.

2. **Sites Project Authority Agreement-Proposed Amendment #2-CONTINUED**

It is moved by Director Durst, seconded by Director Jones to direct Member Agency Delegates/Alternates to submit proposed Amendment #2 to their Member Agency Board for consideration and approval of same, on or before the September 21, 2015 Sites JPA scheduled meeting. Motion carried: All yes. Absent: Mary Kimball-Director, Tim O'Halloran, YCFC & WCD; Jamie Traynham-Director, Doug Parker-Alt., Westside Water District, and Dan Jones-Director, TC 8 District.

4. **Phase 1 Funding & Participation**

Funding: Chair McDaniel direct staff to request their Member Agencies to be prepared to provide their pro-rata cost share to support Phase 1 Work Plan and Budget, assuming Phase 1 Work Plan and Budget is approved by the Sites JPA Board at their September 21, 2015 scheduled meeting.

5. **Grants**

a. Participation: Chair McDaniel makes time for discussion regarding the following:

Proposition 1 contains specific limitations regarding membership to a joint powers authority that is created to implement a storage project identified in the CALFED ROD, which includes the Sites Reservoir Project. Provide direction regarding the value of obtaining a legal opinion to properly interpret limitations to assist in efforts to seek investors in the water supply benefits that will be created by this project. Discussion is held.

Following discussion it is the consensus of those Board members present Mr. Watson is to work with Mr. Kenny regarding same.

b. Chair McDaniel makes time to consider authorizing Mr. Watson, General Manager to proceed with preparing a grant application for either of the following:

1. California Department of Fish and Wildlife
Proposition 1: Watershed Restoration & Delta Water Quality and Ecosystem Restoration Grant Programs. (Proposal Deadline: September 16, 2015)
2. State of California Wildlife Conservation Board
Proposition 1: California Stream Flow Enhancement Program. (Proposal Deadline: September 30, 2015)

Discussion is held.

It is moved by Director Jones, seconded by Director Durst to apply for both grants.

Further discussion is held regarding a Member Agency working on the grants and applying for grants taking up to much of the General Manager's time.

Following discussion Directors Jones and Durst amend their motion as follows:

It is moved by Director Jones, seconded by Director Durst to amend motion to reflect a Member Agency (Westside Water District or Colusa County Water District) to apply for grants on behalf of the Sites Project Authority. Motion carried by the following vote:

AYES: Directors Fritz Durst, Director-Reclamation District 108, Leigh McDaniel, Director-Glenn County Supervisor, Greg Mensik, Director-Maxwell Irrigation District, Jim Jones, Director-Orland Artois Water District, Gary Evans, Alternate-Colusa County Supervisor, and Wade Mathis, Alternate-Tehama-Colusa Canal Authority.

NOES: Director Don Bransford-Director, Glenn-Colusa ID.

ABSENT: Directors, Mary Kimball-Director, Tim O'Halloran, YCFC & WCD; Jamie Traynham-Director, Doug Parker-Alt., Westside Water District, and Dan Jones-Director, TC 8 District.

6. Schedule

Chair McDaniel makes time to consider setting Special Board meeting(s) to be held the week of September 8, 2015 through September 11, 2015. Discussion is held.

Following discussion it is the consensus of those Directors present to hold a Special meeting on September 9, 2015 at 9:00 a.m. locates at the Westside Water District, 5005 Highway 20, Williams, CA 95987.

7. Contracts

a. It is moved by Alternate Director Evans, seconded by Director Bransford to authorize Mr. Watson, General Manager to enter into consultant contracts on a sole source basis with firms AECOM and Ch2m. Motion carried: All yes. Absent: Directors, Mary Kimball-Director, Tim O'Halloran, YCFC & WCD; Jamie Traynham-Director, Doug Parker-Alt., Westside Water District, and Dan Jones-Director, TC 8 District.

b. Chair McDaniel makes time for discussion/direction regarding the need for any Member Agency review of proposed commercial terms associated with proposed sole-source consultant contracts that may need to be executed in advance of the next scheduled Board meeting of the Sites JPA. Discussion is held.

Following discussion it is the consensus of those Directors/Alternates present that Mr. Watson is to work with Mr. Kenney (Counsel) and return at a later date.

8. Branding/Identity

Chair McDaniel makes time for discussion/direction regarding the following items:

- a. The development of values to be based on the mission statement contained in the Sites Project Authority Agreement.
- b. Development of a project logo.

Discussion is held, with no action taken.

Chair McDaniel adjourns the meeting at 4:05 p.m. to reconvene in Regular Session on September 21, 2015 at the hour of 9:00 a.m.

Attest a true record of proceedings made and taken at the above foregoing meeting our consent thereto and our presence thereat.

Liegh McDaniel, Chair

Respectfully submitted,

Kim Dolbow Vann, Secretary to the Board

**SITES PROJECT JOINT POWERS AUTHORITY
SPECIAL MEETING MINUTES
September 9, 2015**

Chair McDaniel called the Special Meeting of the Sites Joint Powers Authority to order at 9:10 a.m. at the Westside Water District, 5005 Highway 20, Williams, California 95987.

Directors Present: Leigh McDaniel, County of Glenn, (Chair)
Don Bransford, Glenn-Colusa Irrigation District
(GCID)
Fritz Durst, Reclamation District 108 (RD 108)
Ken LaGrande, Tehama Colusa Canal Authority
(TCCA),
Kim Dolbow Vann, Director-County of Colusa,
Greg Mensik, Maxwell Irrigation District,
Joe Marsh, Director-Colusa County Water
District,
Jim Jones, Director-Orland Artois Water District,
Mary Kimball, Yolo County Flood Control & WCD,
Jamie Traynham, Director-.

Alternates Present: Gary Evans, County of Colusa,
Jeff Sutton, Tehama Colusa Canal Authority
(TCCA),
Rick Richter, Alternate-Maxwell Irrigation
District (MID).
Tim O'Halloran, Alternate-Yolo County Flood
Control & WCD. arrived @ 10:10

Absent: Ken LaGrande, Director-Wade Mathis, Alternate-
Tehama-Colusa Canal Authority,
Dan Jones, Director-TC 8 District,
Sean Doherty, Trustee-RD 108,
Sandy Denn, Director-Glenn-Colusa ID,
John Viegas, Alternate-Glenn County Board of
Supervisors,
Doug Griffin, Alternate-Colusa County Water
District,
Mike Vereschagin, Alternate-Orland Artois Water
District, and
Doug Parker, Alternate-Westside Water District.

Others Present: Jim Watson, General Manager,
Ann Nordyke, Clerk,
Thad Bettner, GCID,
Jeff Sutton, Manager-Tehama-Colusa Canal Authority.
John Kenny, Kenny Snowden & Norine, (Counsel)
Lisa Hunter, Glenn County Ag Department,
Mary Fahey, Colusa County Ag Department,
Oscar Serrano, Colusa Indian Community,

Emil Cavagnolo, Orland Artois Water District
Mary Wells, Land Owner,
Juleah Cordi, Assemblyman Gallagher's Office,
Mark Oliver, Consultant CH2M Hill,
Scott Brown, Larsen Wurzel & Associates, Inc.
Shelly Murphy, Manager-Colusa County Water Dist.
Jim Bond, Jim Wieking, Nadine Bailey and Ted
Trimble, Interested Parties.

9:10 a.m. (9:00 a.m. item on Agenda) Call to Order

1. **Flag Salute**

2. **Public Participation**

Chair McDaniel calls for public participation. Hearing none, Chair McDaniel closes the period of public participation.

Approval of Agenda

It is moved by Director Jones, seconded by Director Traynham to approve the agenda as presented. Motion carried: All yes. Absent: Directors Ken LaGrande, Director-Wade Mathis, Alternate-Tehama-Colusa Canal Authority and Dan Jones, Director-TC 8 District.

3. **Work Plan & Budget**

a. Chair McDaniel makes time for a presentation of an initial working draft work plan and budget through Phase 1.

Mr. Watson speaks at length to the Cost Commitment Schedule, Phase 1 Budget Summary, assumptions, specific line items in the budget how cost will be allocated and Phase 1 Budget FY 2015.

Discussion is held regarding concerns with allocation, what is an in-kind contribution is and setting up and Ad-hoc Committee to go through the Budget line by line.

Following discussion it is the consensus of those Directors present to form an Ad-hoc Budget Committee to go through the proposed budget with Mr. Watson and bring back to the September 21, 2015 Regular Board of Directors meeting.

10:10 a.m. Tim O'Halloran, Alternate Director-Yolo County Flood Control & WCD, is now present.

Chair McDaniel appoints Directors Kim Vann, Jamie Traynham and Jim Jones to the Ad-hoc Budget Committee and directs them to work with Mr. Watson on a proposed budget.

b. Chair McDaniel makes time to review, discuss and provide direction to staff regarding the following:

1. Proposed FY 2015 operating budget,
2. Budget targets for Phase 1 FY 2016 & FY 2017,
3. Cost center structure & allocation of costs to costs between expense and capital cost centers and

4. Proposed timeline.

Mr. Watson speaks to proposed sequencing of Board actions, proposed cost management by phases and proposed cost management structure. He further states financial true-up occurs at the end of each phase and the next phase cannot start until funding has been secured. Discussion is held, with no action taken.

c. Chair McDaniel makes time to review, discuss, and provide direction to staff regarding proposed ground rules that should apply to cost management and governance.

Director Bransford expresses concern regarding the proposed ground rules for cost management. Discussion is held, with no action taken.

4. **Member Agency Funding Commitment:**

a. Chair McDaniel makes time to review, discuss, & provide direction to staff regarding the proposed use of Project Agreements as contemplated in the Agreement's Article V and that align with proposed cost centers to obtain funding and/or service commitments from each participating member agency.

Discussion is held regarding why the Sites Project Authority needs an agreement regarding financial commitment, sending the agreement to each Member Agency's Counsel and Member Agency's calling out where they want their funding commitment to be allocated.

b. Chair McDaniel requests each Member Agency tentatively identify the following:

- (1) Which capital cost centers they propose to contribute financially and with in-kind services and
- (2) Ability to support the timeline for an October 1 implementation of the FY 2015 budget.

Discussion is held.

Following discussion Chair McDaniel tables discussion and directs the Directors/Alternates to take back to the Member Agency's for further input and bring back input, thoughts and concerns to the September 21, 2015 Regular scheduled meeting for further discussion.

5. **Amendment #2 to Sites Project Authority Agreement**

Chair McDaniel makes time to review and discuss Amendment #2 to the Sites Project Authority Joint Exercise of Powers Agreement in context to budget/cost management, governance, and status of Member Agency Board's approval. Further, provide direction to staff regarding any changes to proposed Amendment #2.

It is moved by Director Traynham, seconded by Director Bransford to strike section 1.4 as follows:

1.4. Supermajority Vote for Certain Obligation: The Authority shall not incur any obligation under Articles 1.3.5., 1.3.6, or 1.3.7 in excess of \$150,000, except upon an affirmative vote of at least seventy five percent (75%) of the total number of the Members.

Motion carried: All yes. Absent: Directors Ken LaGrande, Director-Wade Mathis, Alternate-Tehama-Colusa Canal Authority and Dan Jones, Director-TC 8 District.

6. **Proposition 1 Grants:**

a. **Chapter 8 (\$2.7 Billion) – Funding & Participation:**

Chair McDaniel makes time to provide direction to staff regarding strategy and timing to expand participation in the Sites Reservoir Project.

Discussion is held regarding reaching out to other Agency's to help with the budget for Phase 1, concerns the Authority does not have a budget at this point, bringing back letters of interest and needing a clear idea or policy on how the Authority is going to move forward.

Following discussion direction is given to staff to move forward with expanding participation in the Sites Reservoir Project.

b. **Chapter 6 (misc. funding):**

Chair McDaniel makes time to provide update and analysis of how best to proceed with the following two grant programs:

- CA DFW Watershed Restoration & Delta Water Quality Ecosystem Restoration Grant Program, FY 2015/16, (Due Sept 16, 2015).
- Wildlife Conservation Board: California Streamflow Enhancement Program, FY 2015/16, (Due Sept 30).

Discussion is held with the consensus of those Directors present to move forward with the Wildlife Conservation Board; California Streamflow Enhancement Program, FY 2015/16 grant with the assistance of Westside Water District.

7. **Contracts**

Chair McDaniel makes time to discuss legal review of commercial terms and conditions associated with standard form contracts proposed by AECOM and CH2M. Discussion is held.

It is moved by Director Durst, seconded by Director Vann to accept the commercial terms and conditions associated with standard form contracts proposed by AECOM and CH2M. Motion carried by the following vote:

AYES: Directors Don Bransford, Glenn-Colusa ID, Fritz Durst, Reclamation District 108, Kim Vann, Colusa County Board of Supervisors, Leigh McDaniel, Glenn County Board of Supervisors, Greg Mensik, Maxwell Irrigation District, Mary Kimball, Yolo County Flood Control & WCD, Joe Marsh, Colusa County Water District, Jamie Traynham, Westside Water District.

NOES: None.

ABSENT: Directors Ken LaGrande, Director-Wade Mathis, Alternate-Tehama-Colusa Canal Authority and Dan Jones, Director-TC 8 District.

ABSTAIN: Director Jim Jones, Director, Orland Artois Water District.

8. **Lines of Communications**

Chair McDaniel makes time to discuss and provide direction to staff regarding staff's proposed lines of communication with the Member Agencies.

Mr. Watson speaks briefly to the lines of communication, with no action taken.

9. **Future Board Agenda Topics**

a. Mr. Watson recommends the October Board Meeting to devote time to address governance issues; both outstanding items (e.g. bylaws) and implementation of Project Agreements. Brief discussion is held with no action taken.

b. Mr. Watson suggests that future Board agendas include specific topics related to implementation of the Sites Reservoir Project. Topics to consider include:

- Dam safety/ownership responsibilities;
- CEQA vs NEPA;
- Insurance for infrastructure projects;
- Financing using traditional and non-traditional methods, and
- Alternative project delivery options.

Brief discussion is held with no action taken.

c. Member suggestions.
None.

Chair McDaniel adjourns the meeting at 11:46 a.m. to reconvene in Regular Session on September 21, 2015 at the hour of 9:00 a.m.

Attest a true record of proceedings
made and taken at the above foregoing
meeting our consent thereto and our
presence thereat.

Respectfully submitted,

Liegh McDaniel, Chair

Kim Dolbow Vann, Secretary to the Board