

11/11/17 Draft

**SITES PROJECT AUTHORITY'S
AMENDED AND RESTATED
PHASE 1 RESERVOIR PROJECT AGREEMENT**

THIS **AMENDED AND RESTATED** PHASE 1 RESERVOIR PROJECT AGREEMENT (the "**Agreement**") is made effective as of April 11, 2016 by and among (a) the Sites Project Authority (the "**Authority**") and (b) certain Members and/or Non-Member Participating Parties, listed on the attached Exhibit A1 (collectively the "**Project Agreement Members**"), and is made with reference to the following facts:

RECITALS

A. Various public agencies in the Sacramento River Watershed, including certain Project Agreement Members, entered into the Modified Third Amended and Restated Sites Project Authority Joint Exercise of Powers Agreement, dated December 21, 2015 (the "**Joint Powers Agreement**"), pursuant to which they formed the Authority to develop the Sites Reservoir Project, which is contained in the CalFed Bay-Delta program Programmatic Record of Decision, August 28, 2000. The Joint Powers Agreement provides a mechanism for "Project Agreements" (as defined in the Joint Powers Agreement) to undertake specific work activities for the development of the Sites Reservoir Project. On December 21, 2015, the Authority's Board of Directors ("Board") also adopted Bylaws for Phase 1 of the Sites Reservoir Project ("**Bylaws**"), which were amended on December 21, 2015, and which also address Project Agreements and their management through Project Agreement Committee Reservoir Project Committees.

B. On April 11, 2016, certain Authority Members of the Authority entered into the PHASE 1 RESERVOIR PROJECT AGREEMENT. Thereafter, the Authority undertook a process to allow for additional Members and Non-Members Participating Parties to become part of the Phase 1 Reservoir Project Agreement, and in certain instances, consistent with the Bylaws, to become Authority Members. The deadline for such additional participation in the Project was August 1, 2016. This AMENDED AND RESTATED PHASE 1 RESERVOIR PROJECT AGREEMENT, provides for the addition of certain Project Agreement Members who have asked to be a party to this Agreement and their addition to the PHASE 1 RESERVOIR PROJECT AGREEMENT has been approved pursuant to Section 9 of the original PHASE 1 RESERVOIR PROJECT AGREEMENT by at least 75% of the weighted vote of the then Project Agreement Members and the affirmative vote of at least 75% of the total number of Directors of the Authority.

Commented [EC1]: Note, they are collectively defined as "Project Agreement Members", so throughout the Agreement the term Non-Member Participating Parties, where used referring to parties to this Agreement, is deleted.

CB. The Project Agreement Members wish to undertake the Project described on the attached **Exhibit B** (the "**Phase 1 Reservoir Project Agreement Requirements**") in the name of the Authority and in accordance with the Authority's stated Mission as set forth in the fourth Recital of the Joint Powers Agreement. The Project Agreement Members are entering into this Agreement to satisfy the requirements of Article VI of the Joint Powers Agreement. **Exhibit B** defines the Project (herein called the "Project"), including principles to aid in decision-making, the scope of work, budget targets, Phase 1 milestone schedule, approved consultant scopes of work and estimated fees, and related items necessary to complete Phase 1.

DE. All members of the Authority have also been given the opportunity to enter into this Agreement. The form of this Agreement was determined to be consistent with the Joint Powers Agreement and the Bylaws and approved by the Authority's Board of Directors on ~~March 23~~ _____, 2016.

ED. The Authority and the Project Agreement Members acknowledge that one of the Authority's goals, in addition to providing environmental benefits, is to develop and make both a water supply and storage capacity available to water purveyors and landowners within the Sacramento River watershed, and ~~potentially~~ in other areas of California, who are willing to purchase either or both a water supply and storage capacity from the Sites Reservoir Project, and that the Project Agreement Members should have a preference to the water supply or storage capacity and for environmental purpose.

AGREEMENT

THEREFORE, in consideration of the facts recited above and of the covenants, terms and conditions set forth herein, the parties agree as follows:

Section 1 **Purpose:**

The purpose of this Agreement is to permit the Project Agreement Members to undertake the Project in the name of the Authority consistent with the Joint Powers Agreement. The activities undertaken to carry out the purposes of this Agreement shall be those, and only those, authorized by the ~~Project Agreement Committee~~ **Reservoir Project Committee** (the "**Committee**", defined in Section 2 of this Agreement) in accordance with this Agreement, the Joint Powers Agreement and its Bylaws. Without limiting in any way the scope of the activities that may be undertaken under this Agreement, such activities shall include funding Authority actions and obligations undertaken to carry out the

Commented [EC2]: The Ad Hoc Governance Committee suggested the Committee be re-titled to avoid an abbreviation of "PAC".

directions of the Committee. Notwithstanding any other provision of this Agreement, no activity undertaken pursuant to this Agreement shall conflict with the terms of the Joint Powers Agreement or the Bylaws, nor shall this Agreement be construed in any way as creating an entity that is separate and apart from the Authority.

Section 2 ~~Project Agreement Committee Reservoir Project~~ ~~Committee:~~

(a) Committee Membership. The business of the Project Agreement Members under this Agreement shall be conducted by a Committee consisting of one member appointed by each Project Agreement Member ~~or Non-Member Participating Party~~. Appointment of each member of the Committee shall be by action of the governing body of the Project Agreement Member or Non-Member Participating Party appointing such member, and shall be effective upon the appointment date as communicated in writing to the Authority. Project Agreement Members may also appoint one or more alternate Committee members, which alternate(s) shall assume the duties of the Committee member in case of absence or unavailability of such member. Project Agreement Members may also appoint an alternate Committee member from a different Project Agreement Member for convenience in attending Committee meetings, provided that no person shall represent more than five other Project Committee Members at any given meeting. In order to serve as an alternate Committee member, a written evidence of such designation shall be filed with the Committee Secretary. Each member and alternate member shall serve on the Committee from the date of appointment by the governing body of the Project Agreement Member ~~or Non-Member Participating Party~~ he/she represents and at the pleasure of such governing body.

(b) Officers. The Committee shall select from among its members a Chairperson, who shall annually act as presiding officer, and a Vice Chairperson, to serve in the absence of the Chairperson. There also shall be selected a Secretary, who may, but need not be, a member of the Committee and a Treasurer. All elected officers shall be elected and remain in office at the pleasure of the Committee, upon the affirmative vote of at least a majority of the total weighted vote as provided at Subsection 2(g);

(c) Treasurer. The Authority Treasurer shall serve as the Committee's Treasurer and shall act as the Committee's liaison to the Authority's General Manager and Authority Board on financial matters affecting the Committee. The Treasurer shall prepare and provide regular financial reports to the Committee as determined by the Committee.

Commented [EC3]: This is an approach to the "proxy" voting discussed previously; the limit of representing 5 Members may be arbitrary but it is thought there should be some limit. We need to discuss this further on 11/18.

Also available under the Brown Act would be use of conference calling for some of those participating, provided the applicable procedures are followed. We are making reference to that in the Bylaws.

Commented [EC4]: SBVMWD wants to consider North and South representation of Chair and Vice Chair, and that it rotate. A topic for consideration at the Committee meeting on 11/18, and if so, whether appropriate to put in agreement or rather be a custom and practice.

(d) General Manager. The Authority's General Manager shall (1) serve as the Project Director responsible for advancing the Sites Reservoir Project, (2) be a non-voting member of the Committee, (3) ensure coordination of outreach and engagement activities between the Authority and Committee, ~~(4) convene a monthly Manager's Meeting comprised of staff assigned by their respective Project Agreement Members and Authority Members, whose primary function is to advise the General Manager regarding technical and/or policy matters that will be reported to the Committee and Authority on a timely basis,~~ and (5) convene, on an as needed basis, legal representatives from the Project Agreement Members and Authority Members to advise the General Manager on legal matters that will be reported to the Committee and Authority on a timely basis.

Commented [JCW5]: Most of the managers who have been representing their agency plan to be their agency's representative to the Reservoir Committee, which eliminates the need to require a duplicate meeting.

(e) Meetings. The Chairperson of the Committee or a majority of a quorum of the members of the Committee are authorized to call meetings of the Committee as necessary and appropriate to conduct its business under this Agreement. All such meetings shall be open to the public and subject to the requirements set forth in the Ralph M. Brown Act (Government Code Sections 54950 et seq.).

(f) Quorum. A majority of the then-appointed members shall constitute a quorum of the Committee.

Commented [EC6]: With 31 Committee members 16 will be required to be present in person or by "proxy" for a quorum. Is this workable?

(g) Voting. Notwithstanding any provisions of the Bylaws that might be construed otherwise, for purposes of this Agreement, the voting rights of each Project Agreement Member shall be determined as follows:

Commented [JCW7R6]: Point is still valid, but we expect to have 28 members.

(i) an equal number of voting shares for each Project Agreement Member participating in Class 1 and/or Class 2 as defined at **Exhibit A1**, that being for each Project Agreement Member, 1 divided by the total number of Project Agreement Members, multiplied by 50%; plus

Both PCWA/Roseville and MWD will not be signatory to this Project Agreement

Cal Water Svc needs to obtain CPUC approvals for cost recovery, so they are not expected to execute this Project Agreement at this time.

(ii) an additional number of voting shares for each Project Agreement Member participating in Class 1 and/or Class 2, equal to its respective participating percentage described at Section 4 and defined at **Exhibit A1**, multiplied by 50%, using the version of Exhibit A in effect at the time the Committee votes.

Commented [EC8]: To accommodate participating by Class 2 only Project Agreement Members, which was not originally contemplated.

The resulting weighted total of all voting shares shall equal 100. An Example of this weighted voting incorporating the formulas for determining participating percentages is attached at **Exhibit A2**.

(h) Decision-making Thresholds. ~~In accordance with Section 5.7 of the Bylaws, for purposes of this Project Agreement, a~~Approval by the Committee ~~is based on the approval thresholds established in Section 5.7 of the Bylaws for both~~ material and non-material changes ~~shall be as follows: That is,~~ for actions other than Material Change Items, action of the Committee shall be taken upon the affirmative vote of at least a majority of the total weighted vote as provided in Subsection 2(g); for Material Change Items, action shall be taken upon the affirmative vote of at least 75% of the total weighted vote as provided at Subsection 2(g).

Commented [EC9]: Clarification, consistent with the clear intent, requested by CLWA.

(i) Delegation of Authority/Powers and Limitations Thereon. Subject to the direction of the governing bodies of the Project Agreement Members ~~and the Authority,~~ the Committee shall undertake all actions necessary for carrying out this Agreement, including but not limited to setting policy for the Project Agreement Members acting under this Agreement with respect to the Project; recommending actions to be undertaken in the name of the Authority under this Agreement; determining the basis for calculation of the participation percentages for each fiscal year, and the timing required for payments of obligations hereunder; authorizing expenditure of funds collected under this Agreement within the parameters of the approved work plan and budget; and such other actions as shall be reasonably necessary or convenient to carry out the purposes of this Agreement. ~~This Section 2(i) The foregoing~~ is subject to any and all limitations set forth in the Joint Powers Agreement and Bylaws, including but not limited to, any action that constitutes a material change as defined at Section 12.3 of the Bylaws requiring the approval of both the Committee and the Authority Board, and actions specified in Section 10 of the Bylaws which remain exclusively with the Authority Board.

Commented [EC10]: Clarification requested by WRMWSO—the Authority itself does not have a voting member on the Committee.

Commented [EC11]: This clarification to better describe what the "foregoing" is—this qualification deals with the issue of delegation; there is a general reference in Section 1 that this Agreement and any activity undertaken under it not conflicting with the Agreement or Bylaws.

Section 3 Funding:

(a) Budget. The Committee shall, in cooperation with the Authority's Board, provide and approve both a fiscal year operating budget and reestablish the Phase 1 budget target, annually or more frequently as needed. On September 21, 2015, the Board approved both a fiscal year 2015 operating budget and Phase 1 budget target. Then, on November 11, 2015 the Board approved the fiscal year 2016 operating budget and reaffirmed the Phase 1 budget target for planned work by both the Authority and being delegated to the Committee under the original PHASE 1 RESERVOIR PROJECT AGREEMENT. An amended Phase 1 Work Plan, including annuals budgets, dated November 2016, are defined at ~~is attached at~~ **Exhibit B**, along with the budget approval process and requirements. The Project Agreement Members shall contribute their

respective pro-rata share of the budgeted sums in accordance with Section 4 of this Agreement.

(b) Fiscal Responsibilities. **Exhibit B** specifies the Authority's requirements regarding the fiscal responsibilities of the Committee.

(c) Allocation of Obligations. Should the Project Agreement Members acting collectively under this Agreement enter into any contract or other voluntary obligation, such contract or obligation shall be in the name of the Authority; provided, that all financial obligations thereunder shall be satisfied solely with funds provided under this Agreement and in accordance with Section 6.

(d) Allocation of Project Agreement Expenses. The Project Agreement Members agree that all Agreement expenses incurred by them and/or by the Authority under this Agreement are the costs of the Project Agreement Members and not of the Authority or the Members of the Authority that do not execute this Agreement, and shall be paid by the Project Agreement Members; provided, however, that this Section shall not preclude the Project Agreement Members from accepting voluntary contributions and/or Authority Board's pre-approval of in-kind services from other Authority Members, or Project Agreement other Members and/or Non Member Participating Parties, and applying such contributions to the purposes hereof. The Project Agreement Members further agree to pay that share of any Authority costs reasonably determined by the Authority's Board to have been incurred by the Authority to administer this Agreement. Before the Authority's costs of administering this Agreement become payable, the Authority will provide its calculation of such costs to the Committee, which will have the right to audit those costs and provide comments on the calculation to the Authority Board. The Authority Board shall consider the Committee's comments, if any, including the results of any such audit, in a public meeting before the Authority Board approves a final invoice for such costs.

Commented [EC12]: Addition requested by WRMWSD

Section 4 Participation Percentages:

Each Project Agreement Member shall pay that share of costs for activities undertaken pursuant to this Agreement, whether undertaken in the name of the Authority or otherwise, equal to such Project Agreement Member participation percentage as established in this Section 4. The initial participation percentages of the Project Agreement Member are set forth at the attached **Exhibit A1**. These initial participation percentages are for the purpose of establishing the Reservoir Project Agreement Members respective responsibilities for start-up costs and other amounts contained in the approved Fiscal year

budget and Phase 1 budget target, which is defined as the "Reservoir Total" on **Exhibit B**. The participation percentages of each Project Agreement Member will be modified by the Committee from time to time as the result of the admission of a new Project Agreement Member to this Agreement or the withdrawal of a Project Agreement Member, and **Exhibit A1** shall be amended to reflect all such changes. Such amended **Exhibit A1** shall, upon approval by the Committee, be attached hereto and upon attachment, shall supersede all prior versions of **Exhibit A1** without the requirement of further amendment of this Agreement.

Section 5. Future Development of the Sites Reservoir Project:

(a) The Project Agreement Members acknowledge that the Sites Reservoir Project is still in the conceptual stage and there are no assurances that the Reservoir will be constructed or that any water supplies will be developed as a result of this Agreement. Exhibit B includes a partial list of some of the risks and uncertainties that underlie the lack of assurances. The Project Agreement Members therefore recognize that they are not acquiring any interest in the Sites Reservoir Project other than their interest in the specific materials that will be produced by the Project defined on Exhibit B, and that they are not acquiring under this Agreement any interest in any future water supply or access to any other services from the Sites Reservoir Project except as provided hereunder.

(b) Without limiting the foregoing, any Project Agreement Member that elects to continue participating in the development, financing, and construction of the Sites Reservoir Project to the time when the Authority offers contracts for a water supply or other services, will be afforded a first right, commensurate with that Member's participation and financial contribution to the Sites Reservoir Project, to contract for a share of any water supply that is developed, and for storage capacity that may be available from the Sites Reservoir Project. In any successor Phase agreements, Project Agreement Members who are parties to this Agreement effective , shall be granted rights to such share of water supply and storage capacity prior to those becoming parties after that date. The Authority and the Project Agreement Members will cooperate on the drafting of provisions in the water supply contract that will allow a Project Agreement Member or other eligible entity that commits to purchase a Sites Reservoir Project water supply to transfer water that the entity may not need from time to time on terms and conditions acceptable to the entity.

Commented [EC13]: Similar to suggested language by SCVWD et al.

Section 6 Indemnity and Contribution:

(a) Each Project Agreement Member ,including Authority Members acting in their capacity as Project Agreement Members and notwithstanding

Section 5.9 of the Agreement. shall indemnify, defend and hold the Authority and other Project Agreement Members harmless from and against any liability, cause of action or damage (a **"Cost"**) arising out of the performance of this Agreement in excess of the amount of such Cost multiplied by each Project Agreement Member's participation percentage (defined in Section 4). Notwithstanding the foregoing, to the extent any such liability is caused by the negligent or intentional wrongful act or omission of a Project Agreement Member, such Project Agreement Member shall bear such liability.

Commented [EC14]: Clarification requested by CLWA-I understand the intent being Authority Members participating in Project Agreement in that capacity are treated same as other Project Agreement Members for purposes of indemnifying the Authority and non-participating Authority Members.

Commented [EC15]: Clarification requested by WRMWSD—"wrongful" could arguably be vague or overbroad.

(b) The Project Agreement Members shall indemnify, defend and hold the Authority and the members of the Authority that do not execute this Agreement harmless from and against any liabilities, costs or expenses of any kind arising as a result of the activities described in or undertaken pursuant to this Agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to activities undertaken under this Agreement shall be assets, rights, benefits, debts, liabilities and obligations solely of the Project Agreement Members in accordance with the terms hereof, and shall not be the assets, rights, benefits, debts, liabilities and obligations of the Authority or of those members of the Authority that have not executed this Agreement. Members of the Authority not electing to participate in the Project Agreement shall have no rights, benefits, debts, liabilities or obligations attributable to the Project Agreement.

Section 7 Term:

This Agreement shall take effect on the date it is executed by at least two members of the Authority and shall remain in full force and effect until this Agreement is amended, rescinded or terminated by the ~~Project Agreement Committee~~Reservoir Project Committee, or completion of Phase 1 as defined at **Exhibit B**. Notwithstanding the foregoing, upon the expiration of the Joint Powers Agreement, this Agreement shall terminate and all uncommitted funds contributed by each Project Agreement Member signatory shall be returned ~~to such signatory in proportion to the contributions made by each.~~

Commented [EC16]: Clarification requested by WRMWSD—tacks language from Agreement Section 7.4.

Section 8 Withdrawal From Further Participation:

To withdraw from this Agreement, a Project Agreement Member shall give the Authority and other Project Agreement Members written notice of such withdrawal not less than 30 days prior to the withdrawal date. As of the withdrawal date, all rights of participation in this Agreement shall cease for the withdrawing Project Agreement Member. The financial obligation as prescribed in the Bylaws' Section 5.10 in effect on the withdrawal date, shall consist of the withdrawing Member's share of the following costs: (a) payment of its share of

all non-contract costs incurred prior to the date of the written notice of withdrawal, and (b) those contract costs associated with funds approved in either contract amendments or task orders that were approved prior to the date of the written notice of withdrawal for which the contractor's work extends beyond the withdrawal date. However, a withdrawing member shall have no liability for any change order or extensions of any contractor's work that the remaining Members agree to after the withdrawing Member provides written notice of withdrawal. Withdrawal from this Agreement shall not be considered a Material Change and shall not be subject to the Dispute Resolution process provided for in Section 12.3.5 of the Bylaws.

Section 9 Admission of New Project Agreement Members:

Additional Members of the Authority and Non-Member Participating Parties may become Project Agreement Members upon the affirmative vote of at least 75% of the total weighted vote as provided at Subsection 2(g) of the then-current Project Agreement Members and the affirmative vote of at least 75% of the total number of Directors of the Authority, and upon such conditions as are fixed by such Project Agreement Members.

Section 10 Amendments:

This Agreement may be amended only by a writing executed by at least 75% of the total weighted vote as provided in Subsection 2(g) of the then-current Project Agreement Members.

Section 11 Assignment; Binding on Successors:

Except as otherwise provided in this Agreement, the rights and duties of the Project Agreement Members may not be assigned or delegated without the written consent of the other Project Agreement Members and the Authority. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Project Agreement Members may assign and delegate their rights and duties under this Agreement to other Project Agreement Members, and they may assign, sell, trade, or exchange all or a fraction of the potential benefits (e.g. acre-feet of water supply, megawatt-hours of power) they expect to receive through their participation in this Agreement consistent with the Re-balancing process and provisions set forth in Section 14.3.2 of the Bylaws. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Project Agreement Members.

Commented [EC17]: Change substantially the same as proposed by SCVWD et al; my understanding to confirm absolute right to withdraw and such withdrawal itself not being subject to the dispute resolution process.

Commented [EC18]: Change suggested by Jim and Ernest to avoid grid-lock caused by a potential "Russian Veto."

Commented [EC19]: This language for clarification from the Bylaws which in essence allows for transfers among Project Agreement Members.

Section 12 Counterparts:

This Agreement may be executed by the Authority and the Project Agreement Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument. Facsimile and electronic signatures shall be binding for all purposes.

Section 13 Severability:

If one or more clauses, sentences, paragraphs or provisions of this Agreement shall be held to be unlawful, invalid or unenforceable, the remainder of the Agreement shall not be affected thereby.

Section 14 Notices:

Notices authorized or required to be given under this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours, to the addresses set forth **Exhibit C ("Notifications")**, or to such other address as a Project Agreement Member may provide to the Authority and other Project Agreement Members from time to time.

IN WITNESS WHEREOF, the Authority and Project Agreement 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: _____ SITES PROJECT AUTHORITY BOARD
REPRESENTATIVE

By: _____

Dated: _____
(Authority & Project Agreement Member)

By: _____

EXHIBIT A1:
PHASE 1 RESERVOIR PROJECT AGREEMENT -
PARTICIPATION AMOUNTS AND PERCENTAGES

<u>Revision</u>	<u>Effective Date</u>	<u>Status or Authorizing Action</u>
1e	2016 Nov 14	Issued for Reservoir Committee's (Nov 18) and then Authority Board's (Nov 21) consideration

[NOTE: The following table is a complete revision, so redline-strikethrough formatting has not been applied]

Reservoir Project Agreement Participant	Class 1 (acre-ft.)	Class 2 (acre-ft.)	Participation Percentage ¹	Participant's Actual Weighted Vote ²
American Canyon, City of	2,000.0		0.58%	0.64%
Antelope Valley-East Kern WA	1,138.0	862.0	0.58%	0.55%
Castaic Lake WA	2,844.9	2,155.1	1.46%	1.38%
Coachella Valley WD	15,078.0	11,422.0	7.74%	7.30%
Colusa County	10,000.0		2.92%	3.20%
Colusa County WD	32,111.0		9.38%	10.28%
Carter MWC		1,000.0	0.29%	0.22%
Desert WA	3,698.4	2,801.6	1.90%	1.79%
Garden Highway MWC		4,000.0	1.17%	0.87%
Glenn-Colusa ID	20,000.0		5.84%	6.40%
Orland-Artois WD	20,000.0		5.84%	6.40%
Pacific Resources MWC		10,000.0	2.92%	2.16%
Reclamation District 108	20,000.0		5.84%	6.40%
Reclamation District 2035	10,000.0	5,000.0	4.38%	4.28%
San Bernardino Municipal WD	17,069.4	12,930.6	8.76%	8.26%
San Geronio Pass WA	7,965.7	6,034.3	4.09%	3.85%

1 Percentage is based on the total amount of Class 1 + Class 2 water.

2 Percentage is based on the different participation factors applied to Class 1 and Class 2 water, respectively.

EXHIBIT A1:

Reservoir Project Agreement Participant	Class 1 (acre-ft.)	Class 2 (acre-ft.)	Participation Percentage ¹	Participant's Actual Weighted Vote ²
Santa Clara Valley WD	13,655.5	10,344.5	7.01%	6.61%
TC6: 4M WD	500.0		0.15%	0.16%
TC6: Cortina WD	300.0		0.09%	0.10%
TC6: Davis WD	2,000.0		0.58%	0.64%
TC6: Dunnigan WD	5,000.0		1.46%	1.60%
TC6: LaGrande WD	1,000.0		0.29%	0.32%
TC6: Proberta WD	3,000.0		0.88%	0.96%
Western Canal Water District	3,500.0		1.02%	1.12%
Westlands WD	11,379.6	8,620.4	5.84%	5.51%
Westside WD	25,000.0		7.30%	8.00%
Wheeler Ridge-Maricopa WSD	11,379.6	8,620.4	5.84%	5.51%
Zone 7 WA	11,379.6	8,620.4	5.84%	5.51%
Total	250,000.	92,411	100%	100%
Maximum Available³	250,000.	170,000		

3 Amount is based on (a) operating assumptions from prior DWR studies for their Alternative C (i.e. the large reservoir with 3 Sacramento River points of diversion and operated to maximize SWP benefits while not adversely affecting current CVP operations). The Authority's recommended assumptions (e.g. include a 130,000 acre-ft. of water demand in the west side of the Sacramento Valley) will produce new results which, when combined with the decision related to the application for Prop 1 Chapter 8 (i.e. State can fund up to 50% of Project's development costs) will likely affect the Maximum Available.

EXHIBIT A1:

Method Used to Define Participation Percentages:

Participation Factors: (Refer to Figures 1 and 2)

The Participating Percentages reflect the decision-making contribution of each Project Agreement Member and Non-Member Participating Party via the use of weighting factors, the sum of which totals 100%, exactly.

A. Each Project Agreement Member and Non-Member Participating Party ~~participating in Class 1,~~ has a membership weighting factor equal to 50%.

B. The remaining 50% is allocated between the Class 1 and Class 2 water benefits, which are described as follows:

Class 1: 50% of the expected annualized yield that would be allocated to the Project Agreement Members represents Class 1 water benefits ("Class 1"). Class 1 water represents the amount of water that would not be made available for Proposition 1, Chapter 8-eligible public benefits assuming the CA Water Commission elects to participate in the Project up to the maximum amount allowed by Proposition 1, Chapter 8, which is 50% of the total Project's development costs.

Class 2: Depending upon decisions by the CA Water Commission (and/or jointly by the Authority and Reservoir Project Agreement Committee) and potentially the federal government, some of the remaining 50% could become available for non-Proposition 1, Chapter 8 uses. For Phase 1, the maximum amount of this additional water, which is referred to as "Class 2" water benefit, is approximately 35% of the total. The remaining 15% is currently not available for potential non-Proposition 1, Chapter 8 uses and it represents the differential amount of long-term annualized water produced should Sites Reservoir be downsized from 1.8 MAF to 1.3 MAF.

Weighting Factors: The combined total of all weighting factors totals 50, exactly. The Class 1 water benefit is the most certain relative to the Class 2 water benefit. To participate in Class 2 water benefits, the Member also needs to be participating in Class 1 water benefits. The weighing factors, totaling 50%, are allocated as follows:

Class 1: 40%, applied to the amount of Class 1 water Members are using as their Phase 1 level of participation.

Class 2: 10% ~~minus,~~ applied to the amount of Class 2 water Project Agreement Members and Non-Member Participating Parties are using as their Phase 1 level of participation. ~~Furthermore, to participate in Class 2 water benefits, the Member also needs to be participating in Class 1 water benefits.~~

EXHIBIT A1:

Figure 1: Illustration of the two types of water produced from the Project with its operations integrated with the CVP and SWP.

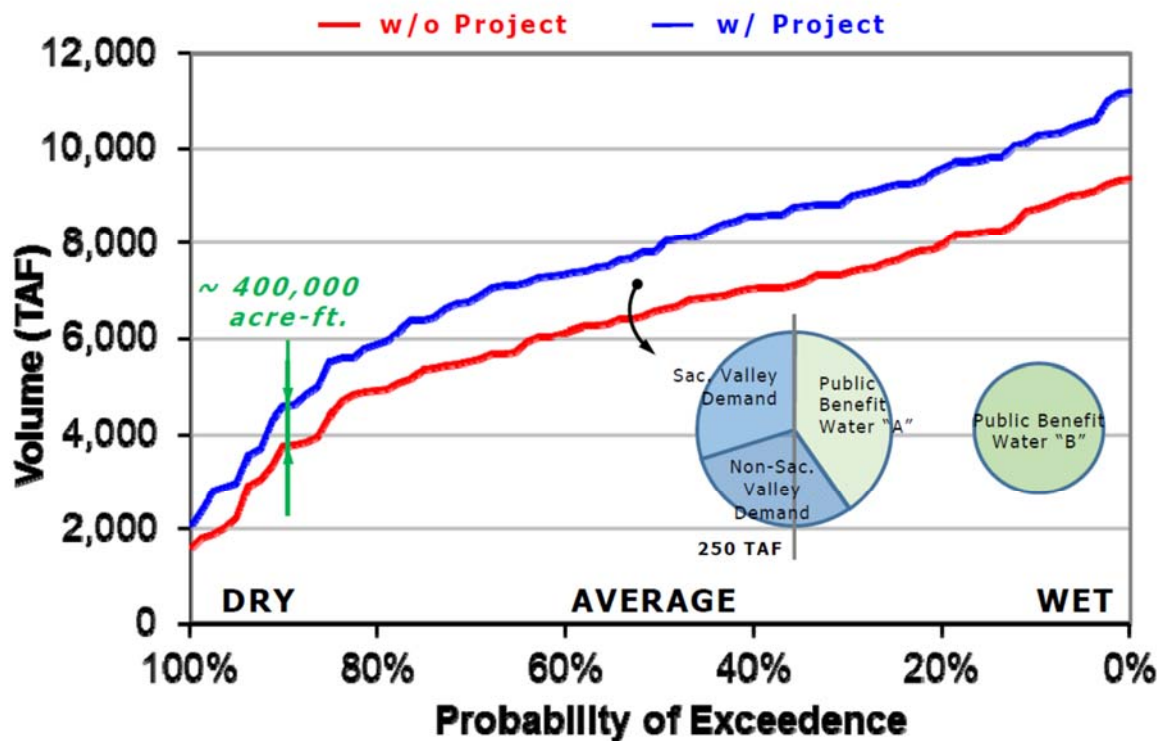
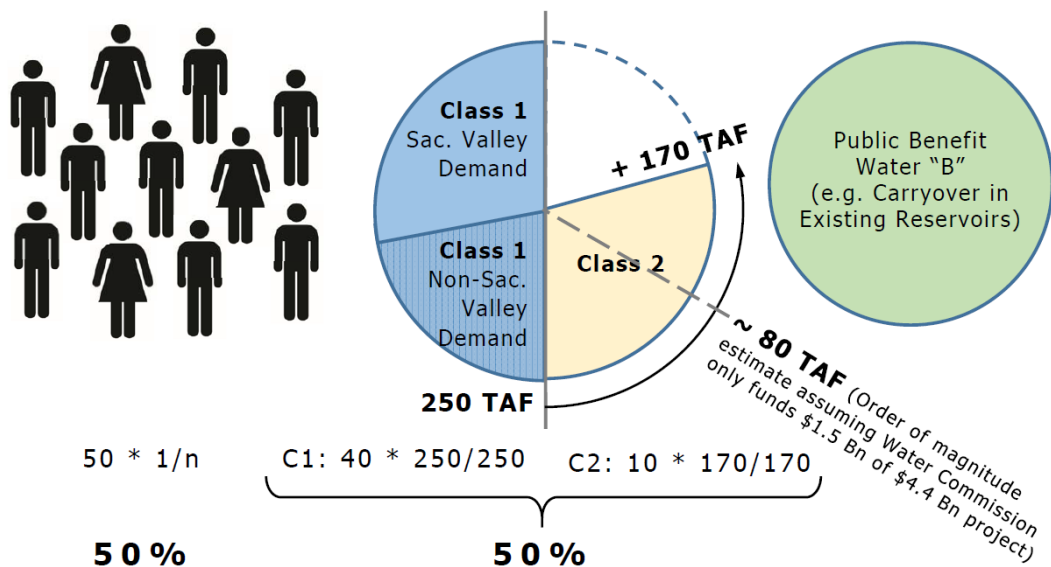


Figure 2: Weighted voting based on Classes of water produced

When all votes are cast, total = 100%



Assumptions: 28 Project Agreement Members participating ~~with 20~~
~~participating in a combination of in~~ both Class 1 and/or Class 2 water benefits,
 such that 100% of the Class 1 water has been allocated (i.e. 250,000 acre-ft)
 and for Class 2 water benefits, only 92,411 acre-ft. out of 170,000 acre-ft.
 available has been allocated.

Member A: Participation consists solely of "X" = 3,000 acre-ft./year of Class 1
 water.

Member B: Participation consists solely of "X" = 20,000 acre-ft./year of Class 1
 water.

Member C: Participation consists of "X" = 10,000 acre-ft./year of Class 1 and
 "Y" = 6,000 acre-ft./year of Class 2 water benefits.

Member D: Participation consists of "Y" = 2,000 acre-ft./year of Class 2 water
 benefits.

The **Class 1** weighting factor (WF_1) is **40** & the **Class 2** weighting factor (WF_2)
 is **10**.

[NOTE: The following table is a complete revision, so redline-strikethrough
 formatting has not been applied]

Formula	Member:	A	B	C	D
$1/20 * 50$		1.79	1.79	1.79	1.79
Class 1 = $(X/250,000)*WF_1$		0.48	3.20	1.60	0.0
Class 2 = $(Y/92,411)*WF_2$				0.65	0.21
Weight of Member's Vote		2.27	4.99	4.03	2.00

Total needed for approval:

- Simple Majority = 50
- Material Change = 75

EXHIBIT B: PHASE 1

RESERVOIR PROJECT AGREEMENT

REQUIREMENTS

General Requirements:

The Sites Project Authority (the “**Authority**”) intends to implement the Sites Reservoir Project in accordance with the Agreement and Bylaws, which, in part, include the creation of one of more Project Agreement Committees (a “**Committee**”) to perform project-specific activities. These documents also include the Authority’s Mission with project-specific powers and/or authorities set forth in the Bylaws, Section 10.

As stated in the Phase 1 Reservoir Project Agreement, the Reservoir Committee is comprised of certain Members and/or Non-Member Participating Parties, listed on the attached Exhibit A1 (collectively the “Project Agreement Members”).

Restatement of Mission: “to be a proponent and facilitator to design and potentially acquire, construct, manage, govern, and operate Sites Reservoir and related facilities; to increase and develop water supplies; 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”

The Authority’s ~~also intends to update the~~ Bylaws ~~to~~ augment its Mission statement through the establishment of by developing its vision statement and values. ~~In the interim,~~ the Authority expects all Project Agreement Members ~~and Non-Member Participating Parties~~ to subscribe to in pursuing the Project Goals following:

Primary Project Goal: Maximize both water supply and water supply reliability for (1) the Project Agreement Members ~~and Non-Member Participating Parties to the Sites Reservoir Project~~ and (2) the public benefits – specifically ecosystem and water quality – as defined in Proposition 1, Chapter 8 (2014) in a manner that:

- a. Is both technically and environmentally permissible (e.g. DSOD, FERC, CEQA/NEPA, CESA/ESA, Clean Water Act);
- b. Is economically and financially viable; having a high return on investment for both the Members and public benefits when measured on both an up-front capital cost (i.e. today) and on a long-term life cycle analysis (i.e. a future set of conditions);

- c. Is in accordance with existing (and likely new) water rights and area of origin statutes while acknowledging the leadership value provided by the Authority on behalf of the Sacramento Valley to develop the Project;
- d. Continues to pursue a strategy to minimize existing land uses, and post-construction maximizes the amount of land that can be returned or sold for non-Project uses;
- e. Can be integrated into the operations of the CVP and SWP while allowing (1) the Project Agreement Members and Non-Member Participating Parties and (2) both the California Water Commission (the "**CWC**") and public agencies contracting for the public benefits (i.e. DFW, DWR, and SWRCB) to have sufficient control to ensure the investment goals are achieved;
- f. Can adapt its operations in response to an uncertain future; affecting both water supply reliability for agricultural and urban uses as well as for the ecosystem in the Sacramento Valley watershed and in the Delta for the benefit of native species;
- g. Can provide flexible hydroelectric power generation that supports the integration of renewable energy sources being developed in response to the State's renewable energy and greenhouse gas reduction goals;
- h. Prudently manages risk by allocating risk to the entity in the best position to effectively manage the risk;
- i. If deemed economically viable without causing a delay to completion of the Project, can contribute to the State meeting its renewable energy goals; and
- j. Includes as a contingency plan or last ditch effort, the ability to pursue the Project solely by the Authority and Project Agreement Members should the Authority determine that the Project is still economically and financially viable, yet contracts for public benefits and/or public funding are not viable or in the best interest of the Authority or Project Agreement Members.

Secondary Project Goals include:

- a. Providing incremental flood damage reduction opportunities;
- b. Developing additional recreation opportunities;

To accomplish this goal, the Authority believes that those working at all levels of this Project should conduct themselves in accordance with the Authority's values, which are restated as follows:

- a. Transact all business in an open and honest manner;
- b. Communicate effectively;

- c. Build trust and confidence – both internally and externally;
- d. Be a respectful community partner;
- e. Make decisions that are fiscally prudent with a focus on creating value, in part, by evaluating the potential impact to the target cost/acre-ft.; and
- f. Utilize best-in-class processes and procedures - especially in the development of project controls and in both the management of risk and ensuring appropriate levels of quality.

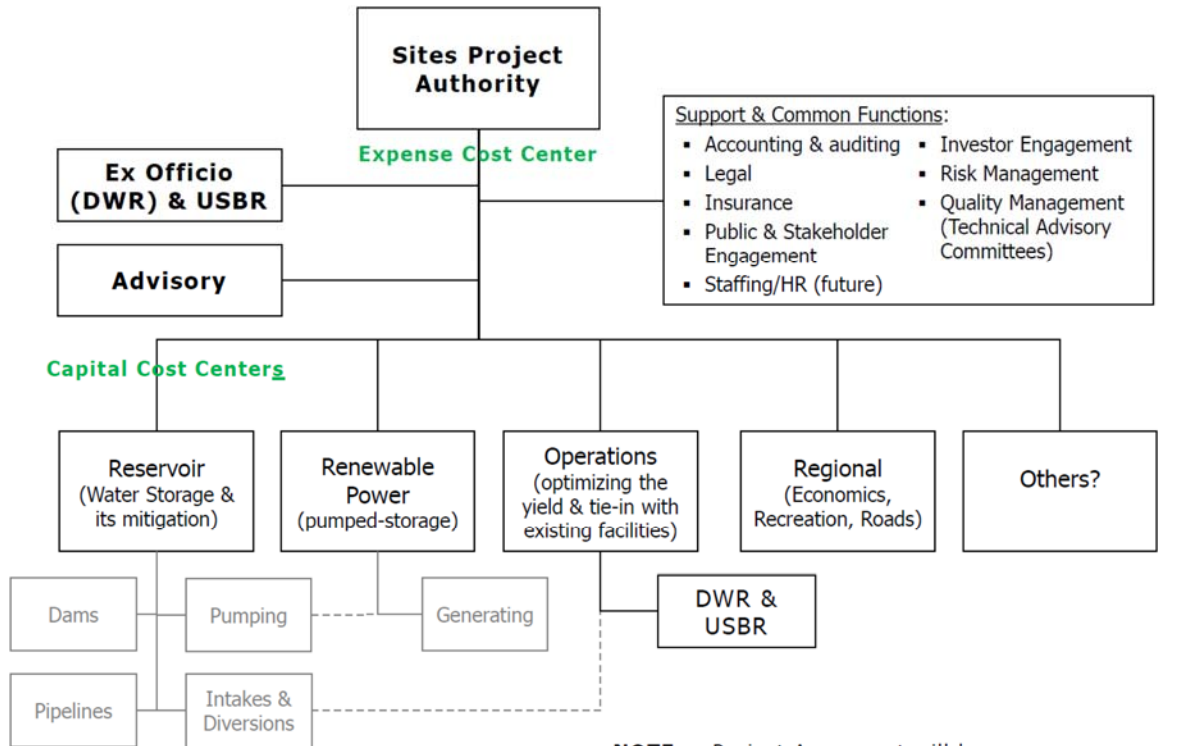
Finally, the Authority anticipates that with the development of any subsequent Phase-level Project Agreements the delegations and responsibilities to the Committee will be revisited to reflect the decision-making requirements needed to further advance the Sites Reservoir Project.

Specific Requirements:

1. Governance:

- 1.1. The Project has been organized to comply with the requirements of Proposition 1, Chapter 8, with the cost centers consolidated such that the Reservoir Project Agreement includes the Storage, Power and Operations cost centers and the Authority also includes the Regional cost center.

Figure 1: Project-level Organization



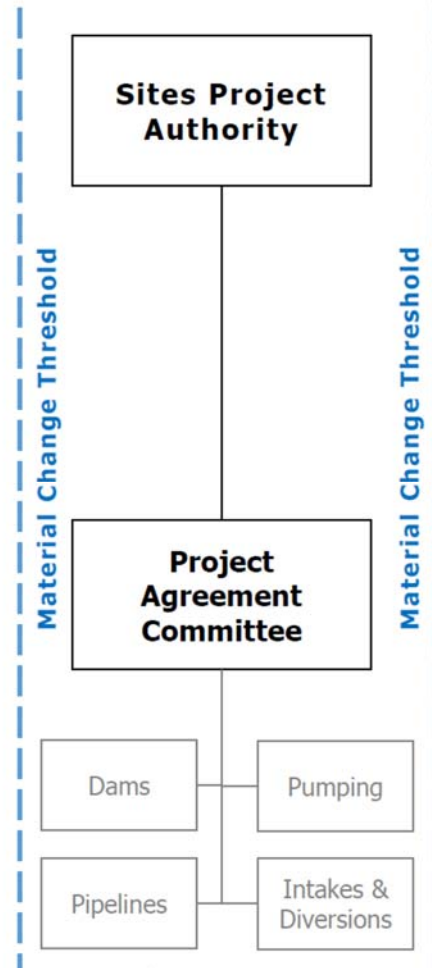
NOTE: a Project Agreement will be executed for each capital cost center

2015 November

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Figure 2: Phase 1
Organization Chart

- 1.2. For Phase 1 only those authorities specified in this Exhibit B are hereby delegated to the Project Agreement Members Phase 1 Project Agreement Committee. Additional delegations (or rescissions) require execution of an amendment to this Exhibit.
- 1.3. Material Change Thresholds: Unless otherwise specified below, the thresholds established in the Bylaws, Section 12 apply.
- 1.4. Each Project Agreement Member ~~and Non-Member Participating Party~~ shall ensure that its representative to the Committee has been delegated the responsibility by its governing board to make policy-level decisions.
- 1.5. The Committee can form its own subcommittees including ad-hoc committees with the resulting recommendations and/or work products reported up through the Committee and then to the Authority.



2. Communications Management:

- 2.1. Communications, both internal and external, should be viewed as a joint responsibility involving all Project Agreement Members ~~and Non-Member Participating Parties~~. Furthermore, the Authority encourages the dissemination of accurate project data and information to anyone expressing an interest in the Project, regardless of their opinion towards the Project.
- 2.2. External Communications: The Authority retains the lead responsibility for developing the overall strategy, messaging, brand development and related functions with the Project Agreement Committee providing input and support.
 - 2.2.1. Elected Officials, Public Agencies & Utilities: The Authority shall decide how best to engage external interests, including elected officials, interested federal, state and local entities, the public, and non-governmental organizations. The Authority has the final determination regarding representation from the Project, which may include any Project Agreement Member ~~or Non-Member Participating Party~~. Should an activity, such as a meeting, occur where the Project is not on the agenda, yet the Project becomes a discussion topic, the Project Agreement Member ~~or Non-Member Participating Party~~ in attendance shall, in a timely manner, provide a summary of the Project-related discussions to the Authority.
 - 2.2.2. New Members: The Authority has the sole responsibility to negotiate Project participation requirements and will use the templates developed and used to contract with prior Members as the basis for negotiating. However, members of the Committee are encouraged to identify prospective members and to work with the Authority to expand membership. A Project Agreement Member ~~or Non-Member Participating Party~~ who has communications with a prospective member shall, in a timely manner, provide a summary of the communication to the Authority.
 - 2.2.3. Landowners: For property owners or tenants whose property may be within the lands identified for construction and/or long term Project operations, a Project Agreement Member ~~or Non-Member Participating Party~~ contacted shall, in a timely manner, provide a summary of the Project-related contact to the Authority.

2.2.4. All Other: Requests for information regarding the Project will come from across the spectrum. A Project Agreement Member ~~and/or Non-Member Participating Party~~ contacted or providing project data and information should use its judgement regarding notifying either the Committee and/or Authority.

2.2.5. Nothing in this Section 2 shall constrain a public agency Member's authority to communicate with its customers and landowners on matters concerning the Project or this Agreement.

3. Personnel (Staffing) Management:

3.1. Only the Authority is authorized to hire personnel. If it believes there is a need, the Project Agreement Committee may recommend the hiring of additional staff to the Authority Board. The recommendation will be in writing with justification of the need and a proposal for funding the additional position. The Authority Board will consider the Committee's recommendation at its next regular meeting or at a special meeting called for the purpose of considering the recommendation.

3.2. Project Agreement Members ~~or Non-Member Participating Parties~~ can, with Authority's approval, provide in-kind services, especially in areas where specialized expertise is needed. Where such assignments are approved, the personnel shall be considered to serve as project staff reporting directly to the General Manager. Any work products developed under such an assignment are deemed to be the intellectual property of the Authority and shall not be distributed without the General Manager's or the Authority's delegated representative's consent.

4. Procurement (Contracting) Management:

4.1. Only the Authority is authorized to enter into contracts or agreements. If it believes there is a need, the Project Agreement Committee may recommend the procurement of additional services or equipment to the Authority Board. The recommendation will be in writing with justification of the need and a proposal for funding the additional services or equipment. The Authority Board will consider the Project Agreement Committee's recommendation at its next regular meeting or at a special meeting called for the purpose of considering the recommendation.

4.2. Direction to consultants and contractors shall be provided through the Authority's General Manager, unless the General Manager has delegated such responsibility to staff or in writing to a management representative from either a Project Agreement Member ~~or Non-Member Participating~~

Party.

- 4.3. The Phase 1 work plan anticipates that at least the following services will need to be obtained: Financial advisor, Public Engagement (aka outreach), CEQA legal expertise, water rights expertise, project controls, document management.
- 4.4. For Proposition 1, Chapter 8, agreements are also required with the CWC for funding and with state agencies (i.e., DFW, DWR, SWRCB) for public benefits. The work plan is predicated on the prerequisite work being performed under the management of the Project Agreement Committee for the Authority's use in negotiating and potential execution of such agreements. For these processes, the Authority intends to convene an ad-hoc committee - for each such agreement that is comprised of both Authority and Project Agreement Committee Members.
- 4.5. Should the Project Agreement Committee or Authority decide to pursue other agreements either under Proposition 1, or another state or federally-sponsored program, the Authority intends to convene an ad-hoc committee for each agreement that is comprised of both Authority and Project Agreement Committee Members.
- 4.6. Task Orders and Invoices: For work managed by the Project Agreement Committee, the Project Agreement Committee shall approve each task order and associated invoices for work performed before the Authority will approve any Payment of Claims.
- 4.7. Change Orders: Proposed change orders that are within the material change thresholds only require Project Agreement Committee approval. However, the Authority retains the authority to execute any contract amendments. Proposed change orders that are deemed to exceed the material change thresholds require approval of both the Project Agreement Committee and the Authority before the Authority can proceed with executing such change orders. For either situation, the Authority or the Project Agreement Committee may invoke the dispute resolution process.

5. Scope Management:

- 5.1. Phase 1 Work Plan: The scope of work for the Project Agreement is summarized in Attachment 1 to this Exhibit B. The Authority approved the phase-level plan on 2015 September 21, which occurred well in advance of the CWC having defined both the application and selection requirements. On _____, with the Project Agreement Committee's concurrence, the Authority approved an amended Phase 1 Work Plan, which is summarized in an amended Exhibit B. Most of the effort is to (1) advance the studies needed to submit an application to the CWC for potential State of California cost-share in exchange for providing qualifying public benefits and (2) negotiate the funding agreement and contracts for public the benefits. The 3 primary activities include:

Operations: Planning level studies related to the operation of the reservoir and ancillary facilities to provide both direct and indirect water supply and water supply reliability for both water users and Proposition 1, Chapter 8-defined public benefits. These results will (a) be included in updated environmental document, (b) aid in bringing in additional Members and/or Non-Member Participating Parties, and (c) aid in negotiating contracts for the Proposition 1, Chapter 8-defined public benefits. The scope and cost-certainty of the elements in the work plan are highly dependent upon the CWC's process, which is being developed as regulations.

Storage: Planning level studies related to the design and construction of the reservoir and ancillary facilities. Activities include incorporation of changes to minimize land use impacts, update the environmental analysis associated with the changes, advance grid interconnection studies and key facility siting studies for inclusion into the environmental document, preparation of a publicly available draft environmental document meeting CWC requirements, and preparation of a feasibility study also meeting the CWC's requirements. The scope and cost-certainty of the elements in the work plan are fairly well known with the exception of USBR's congressional mandate to produce a Feasibility Report.

Power: The potential inclusion of pumped-storage to provide renewable energy and to integrate with other renewable energy sources such as solar and wind to aid the State in achieving the renewable energy goals. The scope and cost-certainty of the elements in the work plan are highly dependent upon the future electricity market conditions and process to obtain hydropower licenses.

5.2. Consultant Scopes of Work: The Authority has executed professional services contracts to support the preparation of an application to the CWC by advancing details related to the Project's scope and feasibility, ability to provide Proposition 1, Chapter 8-defined public benefits, and advance the environmental document. The respective documents are referred to as:

- Ch2m: Proposition 1 EIR/EIS and Feasibility Study Assistance to Support Sites Project Authority (SPA) Application to California Water Commission Scope of Work, which was executed on Nov 2, 2015.
- AECOM: Scope of Work and Fee Estimate, Sites Reservoir Feasibility Report, which was executed on Nov 2, 2015.
- LWA: Scope of Work and Fee Estimate to prepare a Project Funding Policy and preparation of the Cost Development Model, which was executed on Oct 16, 2016.

5.3. Project Development Plans: The development of Project-level management plans is currently not included in the approved Phase 1 work plan. The timing to prepare these plans is dependent upon the priorities of the Project Agreement Committee Members. It is anticipated that the budget and priority to prepare these plans will, in part, be dependent upon the addition of new members. At any time, the Project Agreement Committee or the Authority can decide to amend both the annual operating and Phase-level budget to seek approval to proceed. The development of the following plans shall be a joint effort between the Authority and the Committee:

5.3.1. Project Management & Integration Plan: The initial plan should be the development of a project-level work breakdown structure and to document processes being developed to manage the Project to identify areas for improvement.

5.3.2. Communications Management Plan: Elements of this plan should include, but are not limited to, how best to conduct outreach to Members, stakeholders and the public, compile the various communications, especially those related to advancing the Project (e.g. obtain permits and negotiate with landowners).

5.3.3. Staffing Management Plan: The initial plan should focus on how to account for and encourage the use of in-kind services provided by Project Agreement Members ~~and Non-Member Participating Parties.~~

- 5.3.4. Procurement Management Plan: The initial plan should focus on (a) construction packaging and delivery methods to aid in developing the Prospectus Model and (b) contracts to provide public benefits.
- 5.3.5. Scope Management Plan: The initial plan should develop a process to manage potential changes in scope.
- 5.3.6. Schedule Management Plan: The initial plan should document processes being developed to manage the Project to identify areas for improvement.
- 5.3.7. Cost Management Plan: The initial plan should document processes being developed to manage the Project to identify areas for improvement.
- 5.3.8. Quality Management Plan: Absent a plan, the fundamental requirement is to ensure that services are being provided and work products provided meet the applicable standard of care for the industry or function (e.g. engineering, planning).
- 5.3.9. Risk Management Plan: The initial plan should focus on the more-strategic risks and to develop actions to mitigate the risk. Subsequent versions need to include the development of a risk register with assignment of risk to the applicable stakeholders.
- 5.3.10. Document Management Plan: The initial plan should focus on retention and retrieval of documents and processes to respond to requests for information as required by statute.
- 6. Schedule Management: An executive, project-level schedule plan that outlines the major tasks to be completed in each phase is included as Attachment 2 to this Exhibit B.
- 7. Cost Management:
 - 7.1. The cost management requirements defined in Bylaw Section 14 shall also apply to the Project Agreement Committee.
 - 7.2. Work Plan and Budget delegation to the Committee: **Table 1** defines the portion of the Phase 1 work plan that is associated with the work the Project Agreement Committee will manage going forward and will work with the Authority to maintain an updated Phase 1 budget target. The budget is based on the estimated time that costs would become committed (e.g.

by approval of consultant task orders). This budget is being converted into an incurred cash flow to manage the work to maintain a positive monthly cash flow projection. For this Project, any funds unspent at the end of the fiscal year are added to the subsequent fiscal year's approved budget. At the end of Phase 1, any unspent funds will either be redistributed to the Project Agreement Members in accordance with their participation percentage and/or applied towards the work plan for the next Phase with the Member's approval.

Table 1: Phase 1 Budget Transfer to the Committee:

Cost Center Status:	FY 2015 Adjusted	FY 2016 Forecast	FY 2017 Forecast	FY 2018 Forecast	Total Forecast
Operations	\$ -	\$ 241,520	\$ 326,300	\$ 44,280	\$ 612,100
Power	\$ 906	\$ -	\$ 595,133	\$ 390,140	\$ 986,179
Water	\$ 116,475	\$ 2,664,686	\$ 8,139,969	\$ 2,603,441	\$ 13,524,571
Budget Total	\$ 117,381	\$ 2,906,206	\$ 9,061,402	\$3,037,861	\$ 15,122,850

7.3. Budget Approval Process: As the Project Agreement Committee's work plan is adjusted, the Project Agreement Committee will forecast both an estimated cost at the end of each fiscal year and at the end of Phase 1. The work plan shall be maintained to serve as the basis for preparing a fiscal year's operating budget and revised Phase 1 budget target. The Project Agreement Committee and Authority shall cooperate on the development of each fiscal year budget to ensure the scope and effort of shared activities (e.g. engagement) align and to ensure adequate reserves are maintained and resource plans are in place to ensure adequate staffing levels can be committed to perform the work. At least 2 months prior to the end of each fiscal year, the Project Agreement Committee shall adopt a fiscal year operating budget and revised Phase 1 budget target and present them to the Authority. The Authority shall incorporate them along with budgets developed by other Project Agreement Committees (as appropriate) to approve at the project-level (1) a fiscal year operating budget and (2) a Phase 1 budget target. Should this process result in changes in the total funding amount listed in Table 1 above or Attachment 1 of Exhibit B, Attachment 1 of Exhibit B will be amended by written acknowledgement of each of the Project Agreement Members, which will supersede the amounts shown in Table 1 and Attachment 1 of Exhibit B to calculate each Members funding contribution, which is based on both the Participant's Percentage and Actual Weighted Vote (refer to Agreement,

Exhibit A1).

7.4. Budget or Funding Transfers:

- 7.4.1. Transfers or reprioritizations within approved work plan and budget: Either Project Agreement Committee or Authority may unilaterally move work and/or budget amounts between line-items, add, or subtract budget amounts relative to its approved fiscal year budget, provided that the changes do not create a material change or do not require the other party (Authority or Project Agreement Committee) to have to revise its respective work plan and budget. When changes require both parties to adjust their work plans and/or budgets, no changes can be implemented until it has been approved by both the Project Agreement Committee and Authority.
- 7.4.2. Transfers or reprioritizations between Project Agreement Committees and/or Authority: Transfers between the Project Agreement Committee's and Authority's budgets are permitted so long as the associated funding obligations are also adjusted to reflect the transfer of funds from one party to other party, which shall require the approval of both parties before any changes can be implemented.
- 7.5. Reporting: The Project Agreement Committee and Authority shall endeavor to maintain a transparent approach to managing costs through the services of a shared Treasurer and project accountant. Both parties agree to provide timely cost data to the Treasurer and to work diligently to resolve any discrepancies in an expeditious manner. The Treasurer shall provide timely reporting to both the Authority and Project Agreement Committee.
- 7.6. Auditing: The Authority shall ensure that the Project costs are audited annually and the results are shared with the Project Agreement Committee.
- 7.7. Accounts Receivable and Payable: The Project Agreement Committee and Authority agree to utilize a common software platform and processes (e.g. common fiscal year) to ensure timely collection and payment. Should the Authority's auditor determine that corrections are required to comply with the Agreement, bylaws and/or Generally Accepted Accounting Principles, both parties shall work diligently to correct the deficiency to the auditor's satisfaction.

8. Reserved for Quality Management: (Future amendment)

9. Risk Management:

9.1. Key Risks affecting Phase 1 include and are not limited to the following:

9.1.1. Project Development: Prior to passage of Proposition 1, the Sites Reservoir Project was being advanced by DWR in coordination with USBR with the inherent project development risks essentially being 'backstopped' financially by the creditworthiness of the State and the United States. To be eligible for cost-share under Proposition 1, Chapter 8, the project applicant has to be local and is required to secure participation, primarily from other public water agencies and potentially private investment. While it is possible for the State to provide non-public benefit funding (i.e. participate on behalf of the State Water Contractors) and for the United States to provide funding (i.e. participate on behalf of the CVP contractors or implementation of portions of CVPIA), to date, neither agency has expressed interest in participating in the Project other than support the Project's operations for both water supply and public benefits.

9.1.2. CEQA Lead Agency: Currently, DWR has this role. The Authority has met with DWR regarding the transfer of this responsibility, which the Authority believes is needed for the Authority to be the applicant for any Proposition 1, Chapter 8 process.

9.1.3. Water Rights: On 1977 September 30, the SWRCB accepted DWR's water rights application for 3,164,000 acre-ft. from a combination of sources: Stone Corral Creek, Funks Creek, two locations on the Sacramento River, and Willow Creek. To finance construction of this Project, the water rights will be needed as the principal asset. It is expected that DWR ~~needs to~~will assign this water right to the Authority, which in turn would assign it to the entity that will secure the financing.

9.1.4. Many Potential Sources for Schedule Delay: There are a number of Project activities that are not within the Authority's control and therefore could become sources of delay, especially given the complexity of the Project and complexity of some of the statutory requirements. The primary activities focus on:

- Demonstrating CEQA/NEPA & CESA/ESA compliance, which will require successful completion of the NEPA process by USBR, acceptance of the CEQA process by responsible and trustee agencies, issuance of incidental take authorizations from federal resource agencies, issuance of other permits by CDFW, USACE, SWRCB, RWQCBs and other permits.
- Land and right-of-way acquisition, and
- CWC's Selection & Evaluation Process, which is of most concern for Phase 1. Preparation of an application for Proposition 1, Chapter 8 funding has to occur in a parallel 'track' with the CWC's process to develop regulations. Once the regulations are adopted, there is a three-month period for applicants to submit the mandatory pre-application. Then, based on CA Water Commission staff's assessment, the applicant has up to six-months to submit a full application. This schedule has already slipped and is prone to additional slippage. Additional sources of delay could occur should the approved regulations be legally challenged. In addition to the uncertainty of the scope of work needed to prepare the application, the cost of delay is the biggest risk.
- Issuance of a water right permit by the SWRCB.

9.1.5. Contracting for Public Benefits: State funding under Proposition 1, Chapter 8 contains a provision that the applicant contract with DFW, DWR, and SWRCB for the public benefits. This is a new process and given the uncertainty in annual hydrology and a potential future with climate change, contract guarantees become challenging. In addition, these same agencies will be required to issue permits before the start of any construction.

9.1.6. USBR Feasibility Report: Congress authorized USBR to study the feasibility of the CalFed Storage Projects, including Sites Reservoir, and provide its findings by 2016 Nov 30. Prior to submitting a final report, USBR's typical process includes (1) public review and (2) a finding related to the Project being in the public interest. A finding of support is needed before any congressional appropriations could occur.

<u>Revision</u>	<u>Effective Date</u>	<u>Status or Authorizing Action</u>
1e	2016 Nov 13	Issued for the Reservoir Committee's and Authority Board's consideration

Exhibit B, Attachment 1: Phase 1 Work Plan

Working Draft: 11/14/2016

Expense (-) Expense
Category (Multiple Items)
Function (All)
Name (All)

			Values						
Grouping	Cost Center	File Number	WIP	Description	Sum of Total 2015	Sum of Total 2016	Sum of Total 2017	Sum of Total 2018	Sum of Phase 1 Total
Reservoir	Operations	13	Existing	Water Rights Legal Counsel	\$ -	\$ -	\$ (80,000)	\$ (15,000)	\$ (95,000)
		25	Existing	Feasibility Report, TO #2 (X % of Task 9)	\$ -	\$ -	\$ -	\$ -	\$ -
		25	Existing	TO#1-Env & Ops NTP#1 (Task #3: WSIP)	\$ -	\$ (162,000)	\$ -	\$ -	\$ (162,000)
			Existing	CalSim Support)					
		25.1	Existing	TO#1-Env & Ops NTP#2 (Task #5.2)	\$ -	\$ (55,000)	\$ -	\$ -	\$ (55,000)
			Existing	USBR+					
			Existing	TO#1-Env & Ops NTP#2 (Task #6.2) DWR	\$ -	\$ (10,000)	\$ (45,000)	\$ -	\$ (55,000)
		30	NEW	H2O Manager, Services	\$ -	\$ -	\$ -	\$ -	\$ -
			NEW	H2O Manager, Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
		42	NEW	Water Rights Strategy Development	\$ -	\$ (9,520)	\$ (47,600)	\$ -	\$ (57,120)
				Water Rights Technical Assessment	\$ -	\$ (5,000)	\$ (33,000)	\$ -	\$ (38,000)
				Water Rights Supporting Documentation	\$ -	\$ -	\$ (40,000)	\$ -	\$ (40,000)
				Water Rights Strategy for Colusa Basin	\$ -	\$ -	\$ (80,700)	\$ -	\$ (80,700)
				Drain (Divert Flood Flows & Release for Yolo Bypass)					
				Water Rights Next Steps	\$ -	\$ -	\$ -	\$ (29,280)	\$ (29,280)
				Water Rights for Colusa Basin Drain	\$ -	\$ -	\$ -	\$ -	\$ -
				Technical Assessment (Phase 2)					
				Colusa Basin Drain Feasibility Study (Phase 2)	\$ -	\$ -	\$ -	\$ -	\$ -
Operations Total					\$ -	\$ (241,520)	\$ (326,300)	\$ (44,280)	\$ (612,100)
Power		13	Existing	Legal Services, Holland (Federal/Power)	\$ (906)	\$ -	\$ -	\$ -	\$ (906)
			NEW	Legal Services, Hydropower	\$ -	\$ -	\$ (40,000)	\$ -	\$ (40,000)
		14	NEW	FERC Permit & License Strategy	\$ -	\$ -	\$ (30,000)	\$ -	\$ (30,000)
		30	Existing	Understanding of Regulatory Changes	\$ -	\$ -	\$ (10,000)	\$ -	\$ (10,000)
				Market Research/Interest	\$ -	\$ -	\$ (10,000)	\$ -	\$ (10,000)
				Estimate Potential	\$ -	\$ -	\$ -	\$ -	\$ -

Exhibit B, Attachment 1: Phase 1 Work Plan

			Values					
Grouping	Cost Center	File Number	Description	Sum of Total 2015	Sum of Total 2016	Sum of Total 2017	Sum of Total 2018	Sum of Phase 1 Total
Reservoir	Power	30	Existing	\$ -	\$ -	\$ (132,000)	\$ (63,380)	\$ (195,380)
			Owner-Controlled Contingency:					
			Hydropower	\$ -	\$ -	\$ -	\$ -	\$ -
			Prepare Power Developer Solicitation (Defer to Phase 2)	\$ -	\$ -	\$ (60,000)	\$ -	\$ (60,000)
			Prepare & File Permit Applications (FERC) (blank)	\$ -	\$ -	\$ -	\$ -	\$ -
			Initial Grid Interconnection Study	\$ -	\$ -	\$ (50,000)	\$ (50,000)	\$ (100,000)
			(Holthouse) - WAPA	\$ -	\$ -	\$ (50,000)	\$ (50,000)	\$ (100,000)
			Initial Grid Interconnection Study	\$ -	\$ -	\$ (50,000)	\$ (50,000)	\$ (100,000)
			(Holthouse) - PG&E	\$ -	\$ -	\$ (50,000)	\$ (50,000)	\$ (100,000)
			Initial Grid Interconnection Study	\$ -	\$ -	\$ (50,000)	\$ (50,000)	\$ (100,000)
			(Delevann) - WAPA	\$ -	\$ -	\$ (50,000)	\$ (50,000)	\$ (100,000)
			Initial Grid Interconnection Study	\$ -	\$ -	\$ (103,133)	\$ (123,760)	\$ (226,893)
			(Delevann) - PG&E	\$ -	\$ -	\$ (10,000)	\$ (3,000)	\$ (13,000)
			PWR Manager, Services	\$ -	\$ -	\$ -	\$ -	\$ -
			PWR Manager, Expenses	\$ -	\$ -	\$ -	\$ -	\$ -
Power Total				\$ (906)	\$ -	\$ (595,133)	\$ (390,140)	\$ (986,179)
Water								
		10	Existing	\$ (7,796)	\$ (31,380)	\$ (35,840)	\$ (15,360)	\$ (90,375)
			General Manager, Expenses	\$ (108,679)	\$ (308,948)	\$ (311,683)	\$ (155,842)	\$ (885,153)
			General Manager, Services	\$ -	\$ -	\$ (165,000)	\$ (30,000)	\$ (195,000)
			Owner-Controlled Contingency: Non-Ch2m or AECOM Work	\$ -	\$ (6,076)	\$ (9,600)	\$ (4,800)	\$ (20,476)
			Administrative Support to GM (part-time)	\$ -	\$ -	\$ (40,960)	\$ (30,720)	\$ (71,680)
			Administrative Support to GM (Full-time)	\$ -	\$ -	\$ (185,640)	\$ (123,760)	\$ (309,400)
			Ops Manager, Services	\$ -	\$ -	\$ (21,600)	\$ (10,800)	\$ (32,400)
			Ops Manager, Expenses	\$ -	\$ -	\$ (271,320)	\$ (180,880)	\$ (452,200)
			Ops Project Administrator	\$ -	\$ -	\$ (124,950)	\$ (142,800)	\$ (267,750)
			Ops Mgr Support Staff	\$ -	\$ -	\$ (164,368)	\$ (82,184)	\$ (246,552)
			PMO Support Services (AECOM Task 15)	\$ -	\$ -	\$ (75,000)	\$ -	\$ (75,000)
			Update Terrestrial & Plant Studies for BA	\$ -	\$ -	\$ (160,000)	\$ -	\$ (160,000)
			Advance EIR/S Beyond Pre-Admin Draft	\$ -	\$ -	\$ -	\$ -	\$ -
10.4	Existing							

Exhibit B, Attachment 1: Phase 1 Work Plan

			Values						
Grouping	Cost Center	File Number	WIP	Description	Sum of Total 2015	Sum of Total 2016	Sum of Total 2017	Sum of Total 2018	Sum of Phase 1 Total
Reservoir	Water	10.4	Existing	Operations (Annualized Yield) Support During CWC Negotiations	\$ -	\$ -	\$ (100,000)	\$ -	\$ (100,000)
				Land & ROW (Temporary Access) MOVED TO PHASE 2	\$ -	\$ -	\$ -	\$ -	\$ -
		10.6	Mod	Project Scheduler	\$ -	\$ -	\$ (117,810)	\$ (80,325)	\$ (198,135)
		10.7	Existing	Bond Counsel	\$ -	\$ -	\$ -	\$ -	\$ -
				Cost Development Model (Grant Management & Administration Services)	\$ -	\$ (30,000)	\$ (120,000)	\$ (60,000)	\$ (210,000)
				Financial Advisory Services (Bond Strategy Development)	\$ -	\$ -	\$ (71,400)	\$ (35,700)	\$ (107,100)
			Mod	Cost Accountant & Bookkeeper (Formerly Controls Manager)	\$ -	\$ -	\$ (101,745)	\$ (74,970)	\$ (176,715)
		10.8	NEW	Quality Program Manager (w/ Support staff)	\$ -	\$ -	\$ (81,317)	\$ (35,700)	\$ (117,017)
				Technical Advisory Committee Insurance (Commercial & General L & Professional L)	\$ -	\$ -	\$ (40,000)	\$ -	\$ (40,000)
		10.9	Existing	Risk Program Manager (w/ Support staff)	\$ -	\$ (7,500)	\$ (7,500)	\$ -	\$ (15,000)
			NEW	Document Controls Manager	\$ -	\$ -	\$ (83,300)	\$ (221,380)	\$ (304,680)
		11	Existing	CEQA Legal Counsel	\$ -	\$ -	\$ (160,650)	\$ (64,260)	\$ (224,910)
		13	Existing	NEPA Legal Counsel	\$ -	\$ (34,810)	\$ (140,000)	\$ -	\$ (174,810)
				Administrative Record - Assessment	\$ -	\$ (8,278)	\$ (50,000)	\$ -	\$ (58,278)
				Administrative Record Support/Compile	\$ -	\$ -	\$ -	\$ -	\$ -
		20	NEW	EPP Manager, Services	\$ -	\$ (76,160)	\$ (100,000)	\$ -	\$ (100,000)
				EPP Manager, Expenses	\$ -	\$ (12,000)	\$ (456,960)	\$ (228,480)	\$ (761,600)
				EPP Manager (Staff Support)	\$ -	\$ (4,760)	\$ (72,000)	\$ (36,000)	\$ (120,000)
		22	Existing	Prepare Prop 1, Chapter 8 Solicitation	\$ -	\$ -	\$ (28,560)	\$ -	\$ (33,320)
				Retain Former DWR PM for EIR/S (Retired Annuitant)	\$ -	\$ -	\$ (50,000)	\$ -	\$ (50,000)
				Independent Review EIR/S (in-lieu of Members' Staff)	\$ -	\$ -	\$ (30,000)	\$ -	\$ (30,000)
		24	Existing	Update Aquatic Studies for BA	\$ -	\$ -	\$ (200,000)	\$ -	\$ (200,000)
				Update Cultural Resource & Tribal Studies	\$ -	\$ -	\$ (25,000)	\$ -	\$ (25,000)
					\$ -	\$ -	\$ (10,000)	\$ -	\$ (10,000)

Exhibit B, Attachment 1: Phase 1 Work Plan

			Values						
Grouping	Cost Center	File Number	WIP	Description	Sum of Total 2015	Sum of Total 2016	Sum of Total 2017	Sum of Total 2018	Sum of Phase 1 Total
Reservoir	Water								
		24	Existing	Develop Mitigation Plan & Locations for inclusion into EIR/S	\$ -	\$ -	\$ (30,000)	\$ -	\$ (30,000)
		25	Existing	Incorporate Grid Interconnection into Owner-Controlled Contingency: Env & Ops	\$ -	\$ -	\$ -	\$ -	\$ -
			NEW	Public Engagement & Outreach During Public Review of EIR/S	\$ -	\$ -	\$ (294,000)	\$ (60,000)	\$ (354,000)
				Owner-Controlled Contingency: Ops & CalSim	\$ -	\$ -	\$ (60,000)	\$ -	\$ (60,000)
				TO#1-Env & Ops (Task #1: WSIP Feasibility Study Support)	\$ -	\$ (288,455)	\$ -	\$ (150,000)	\$ (250,000)
		25	Existing	TO#3-Subtask 1.5.1 – WSIP Operations Assumptions Refinement	\$ -	\$ (70,000)	\$ (65,000)	\$ -	\$ (288,455)
			NEW	TO#3-Subtask 1.5.2 – WSIP Analytical Framework	\$ -	\$ (60,000)	\$ (95,000)	\$ -	\$ (135,000)
				TO#3-Subtask 1.5.3 – WSIP Modeling of Alternative D	\$ -	\$ (75,000)	\$ (150,000)	\$ -	\$ (155,000)
				TO#3-Subtask 1.5.4 – WSIP Application Metrics Development	\$ -	\$ -	\$ (70,000)	\$ -	\$ (225,000)
				TO#3-Subtask 1.5.5 – WSIP Technical Documentation	\$ -	\$ -	\$ (120,000)	\$ -	\$ (70,000)
				TO#3-Subtask 1.5.6 – WSIP Meetings, Coordination and Support	\$ -	\$ (30,000)	\$ (50,000)	\$ -	\$ (120,000)
				TO#3-Subtask 1.5.7 - CWC Response and Technical Support	\$ -	\$ -	\$ (35,000)	\$ -	\$ (80,000)
				TO#3-Subtask 1.5.8 - Sites Reservoir Sensitivity Scenarios	\$ -	\$ -	\$ (140,000)	\$ -	\$ (35,000)
		25	NEW	TO#2-Task 1.6 - USBR Review Federal Feasibility Study	\$ -	\$ -	\$ (40,000)	\$ -	\$ (140,000)
		25	Existing	TO#1-Env & Ops (Task #2: Confirm Analysis Approach/Base Case Assumptions)	\$ -	\$ (50,541)	\$ (22,917)	\$ -	\$ (40,000)
				TO#1-Env & Ops (Task #4: Permit Risk Evaluation)	\$ -	\$ (5,000)	\$ -	\$ -	\$ (73,458)
		25.1	Existing	TO#1-Env & Ops (Task #5.1) USBR+	\$ -	\$ (20,000)	\$ -	\$ -	\$ (5,000)
					\$ -	\$ (20,000)	\$ -	\$ -	\$ (20,000)

Exhibit B, Attachment 1: Phase 1 Work Plan

				Values					
Grouping	Cost Center	File Number	WIP	Description	Sum of Total 2015	Sum of Total 2016	Sum of Total 2017	Sum of Total 2018	Sum of Phase 1 Total
Reservoir	Water	25.1	Existing	TO#1-Env & Ops (Task #6.1) DWR	\$ -	\$ (5,000)	\$ (15,000)	\$ -	\$ (20,000)
		25.1	NEW	TO#2-Task 6.3 - CEQA Lead Agency Coordination Support (including AB52 Compliance)	\$ -	\$ (50,000)	\$ (270,000)	\$ -	\$ (320,000)
				TO#2-Task 6.4 - CEQA Lead Agency Coordination Support (including AB52 Compliance)	\$ -	\$ -	\$ (120,000)	\$ (130,000)	\$ (250,000)
		25.1	Mod	TO#1-Env & Ops TO #2 (Task #7) 1st Draft	\$ -	\$ (256,000)	\$ -	\$ -	\$ (256,000)
				TO#2-Subtask 7.5.1 Public Draft Revisions to Introductory/Project Desc Chapters	\$ -	\$ (60,000)	\$ (89,000)	\$ -	\$ (149,000)
				TO#2-Subtask 7.5.2 - Public Draft Impact Analysis and Required Revisions to Resource Chapters	\$ -	\$ (167,000)	\$ (400,000)	\$ -	\$ (567,000)
			NEW	TO#2-Subtask 7.5.3 CALSIM (2015 version) Modeling of NODOS Alternatives A, B, and C	\$ -	\$ -	\$ (150,000)	\$ -	\$ (150,000)
				TO#2-Subtask 7.5.4 - Public Draft Revisions to Appendices	\$ -	\$ (25,000)	\$ (125,000)	\$ -	\$ (150,000)
				TO#2-Subtask 7.5.5 - Public Draft Revisions Based on Reclamation Comments on Preliminary EIR/EIS	\$ -	\$ (10,000)	\$ (40,000)	\$ -	\$ (50,000)
				TO#2-Subtask 7.5.6 - Public Draft Reclamation/Federal Agency Coordination to Produce Public Draft	\$ -	\$ (15,000)	\$ (60,000)	\$ -	\$ (75,000)
		TO#1-Env & Ops NTP#2 (Task #8: Calsim for EIR/S)	\$ -	\$ (162,000)	\$ -	\$ -	\$ (162,000)		
		TO#1-Env & Ops NTP#3 (Task #9) 2nd Draft	\$ -	\$ -	\$ -	\$ -	\$ -	-	
		TO#2-Subtask 9.1.1 - Revision of Administrative Public Draft EIR/EIS	\$ -	\$ -	\$ (172,000)	\$ -	\$ (172,000)		
		TO#2-Subtask 9.1.2 - Preparation of Public Draft EIR/EIS	\$ -	\$ -	\$ (138,000)	\$ -	\$ (138,000)		

Exhibit B, Attachment 1: Phase 1 Work Plan

			Values						
Grouping	Cost Center	File Number	WIP	Description	2015	2016	2017	2018	Sum of Phase 1 Total
Reservoir	Water	25.1	Mod	TO#2-Subtask 9.1.3 - Rehabilitation Act Section 508 Compliance	\$ -	\$ -	\$ (40,000)	\$ -	\$ (40,000)
		25.1	Existing	TO#1-Env & Ops NTP#3 (Task #10) Final Draft	\$ -	\$ -	\$ (49,456)	\$ -	\$ (49,456)
		25.1	Existing	TO#1-Env & Ops NTP#3 (Task #11) Public Meeting Assistance	\$ -	\$ -	\$ (50,000)	\$ -	\$ (50,000)
		25.1	NEW	TO#2-Task 12 - Review of Public Comments/Proposed Response Approach	\$ -	\$ -	\$ (100,000)	\$ (50,000)	\$ (150,000)
		25.1	NEW	TO#2-Task 13 - Permits and Environmental Compliance Plan	\$ -	\$ -	\$ (230,000)	\$ (70,000)	\$ (300,000)
		30	Existing	Optimize Design of the Proposed Project ACWA Storage Integration Work Group	\$ -	\$ -	\$ -	\$ (20,535)	\$ (20,535)
			NEW	Technical Study Participation	\$ -	\$ (30,000)	\$ -	\$ -	\$ (30,000)
				EPC Manager, Services	\$ -	\$ -	\$ -	\$ (285,600)	\$ (285,600)
				EPC Manager, Expenses	\$ -	\$ -	\$ -	\$ (18,000)	\$ (18,000)
		32	Existing	Engineering Support During CWC Negotiations	\$ -	\$ (6,000)	\$ (50,000)	\$ -	\$ (56,000)
				Owner-Controlled Contingency: Engineering	\$ -	\$ -	\$ (231,479)	\$ (68,449)	\$ (299,927)
			NEW	Owner-Controlled Contingency: WSIP	\$ -	\$ -	\$ (60,000)	\$ (40,000)	\$ (100,000)
		32	Existing	WSIP Feasibility Report TO #1 (Task 1, 2, 3)	\$ -	\$ (17,750)	\$ -	\$ -	\$ (17,750)
		32	Existing	WSIP Feasibility Report, TO #2 (Task 4, 5 & 9)	\$ -	\$ (260,484)	\$ -	\$ -	\$ (260,484)
				WSIP Feasibility Report, TO #2 (Task 10) Grid Interconnection Studies	\$ -	\$ (35,000)	\$ -	\$ -	\$ (35,000)
		32	Existing	WSIP Feasibility Report TO #3 (Task 6)	\$ -	\$ (150,000)	\$ (228,570)	\$ -	\$ (378,570)
				WSIP Feasibility Report TO #3 (Task 7)	\$ -	\$ (30,000)	\$ (151,183)	\$ -	\$ (181,183)
				WSIP Feasibility Report TO #3 (Task 8)	\$ -	\$ (170,000)	\$ (140,950)	\$ -	\$ (310,950)
			NEW	Task 14: EIR/S Support (geotechnical)	\$ -	\$ (10,000)	\$ (46,676)	\$ -	\$ (56,676)
				Task 8.1 WSIP Feasibility Rpt: Economics	\$ -	\$ -	\$ (38,536)	\$ -	\$ (38,536)
				Task 8.2 WSIP Ecosystem Priorities & Relative Values	\$ -	\$ -	\$ (102,939)	\$ -	\$ (102,939)

Exhibit B, Attachment 1: Phase 1 Work Plan

Values									
Grouping	Cost Center	File Number	WIP	Description	Sum of Total 2015	Sum of Total 2016	Sum of Total 2017	Sum of Total 2018	Sum of Phase 1 Total
Reservoir	Water	32	NEW	Task 8.3 Water Quality Priorities & Relative Values	\$ -	\$ -	\$ (49,147)	\$ -	\$ (49,147)
				Task 8.4 WSIP RFI Comment Response	\$ -	\$ -	\$ (85,000)	\$ (96,897)	\$ (181,897)
				Tak 8.5 WSIP: CWC Coordination	\$ -	\$ (7,000)	\$ (22,914)	\$ -	\$ (29,914)
		32	Existing	Feasibility Report, TO #4 (Task 11 & 12)	\$ -	\$ (61,539)	\$ -	\$ -	\$ (61,539)
				Feasibility Report, TO #4 (Task 13) Colusa	\$ -	\$ (18,005)	\$ -	\$ -	\$ (18,005)
				Basin Drain Study	\$ -	\$ -	\$ -	\$ -	\$ -
		42	Existing	Assess GIS datasets for use in preparing draft EIR/S	\$ -	\$ -	\$ -	\$ -	\$ -
				Update GIS for use in draft EIR/S	\$ -	\$ -	\$ -	\$ -	\$ -
Water Total					\$ (116,475)	\$ (2,664,686)	\$ (8,139,969)	\$ (2,603,441)	\$ (13,524,571)
Reservoir Total					\$ (117,381)	\$ (2,906,206)	\$ (9,061,402)	\$ (3,037,861)	\$ (15,122,850)
Grand Total					\$ (117,381)	\$ (2,906,206)	\$ (9,061,402)	\$ (3,037,861)	\$ (15,122,850)

Exhibit B, Attachment 2: AMENDED Phase-level Schedule Plan

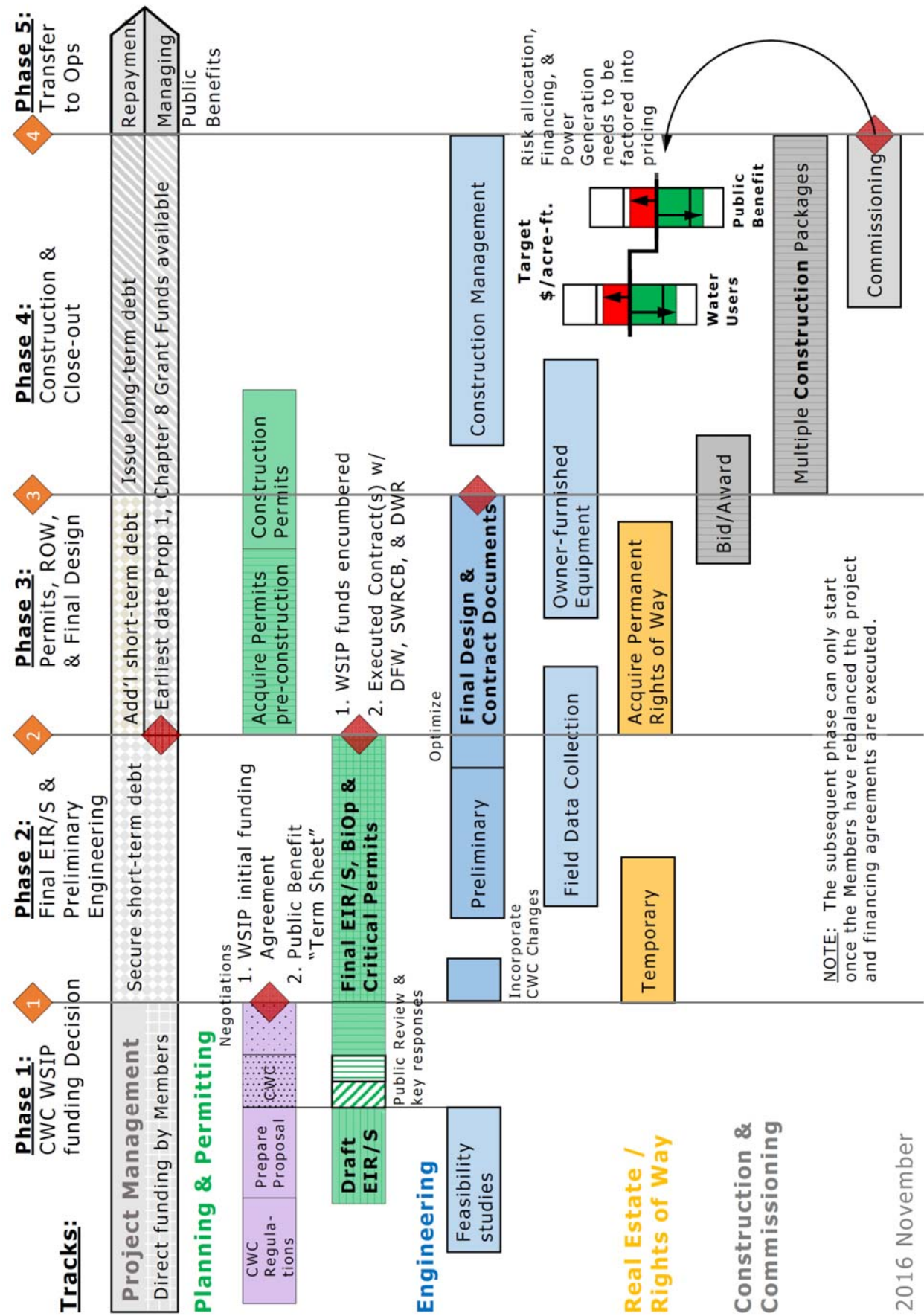


EXHIBIT C:

NOTIFICATIONS

Project Agreement Member Addresses in accordance with Section 14 of the Agreement:

Effective Date: Nov 14, 2016

4M Water District
P.O. Box 338
Maxwell, CA 95955

City of American Canyon
4381 Broadway, Suite 201
American Canyon, CA 94503

Antelope Valley-East Kern WA
6500 West Avenue N
Palmdale, CA 93551

Carter MWC
4245 River Road
Colusa, CA 95932

Castaic Lake Water Agency
27234 Bouquet Canyon Road
Santa Clarita, CA 91350

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

Colusa County
547 Market St., Suite 102
Colusa, CA 95932

Cortina Water District
P.O. Box 489,
Williams, CA 95987

Coachella Valley Water District
P.O. Box 1058
Coachella, CA 92236

Davis Water District
P.O. Box 83
Arbuckle, CA 95912

Desert Water Agency
1200 South Gene Autry Trail
Palm Springs, CA 92264

Dunnigan Water District
P.O. Box 84
Dunnigan, CA 95937

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

Garden Highway MWC
12755 Garden Highway
Yuba City, CA 95991

LaGrande Water District
P.O. Box 370
Williams, CA 95987

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

Pacific Resources MWC
4831 Calloway Drive, Ste. 102
Bakersfield, CA 93312

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

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

Reclamation District 2035
45332 County Road 25
Woodland, CA 95776

San Bernardino Valley Municipal
Water District
380 East Vanderbilt Way
San Bernardino, CA 92408-3593

San Geronio Pass Water Agency
1210 Beaumont Ave,
Beaumont, CA 92223

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118-3686

Westside Water District
5005 State Hwy 20
Williams, CA 95987

Westlands Water District
P.O. Box 6056
Fresno, CA 93703-6056

Wheeler Ridge-Maricopa Water
Storage District
12109 Highway 166
Bakersfield, CA 93313

Zone 7 Water Agency
100 North Canyons Parkway
Livermore, CA 94551