

Meeting: Joint Reservoir Committee & Authority Board September 16, 2022

Agenda Item 3.4

Subject: Joint Ad Hoc Governance Committee Update

## **Requested Action:**

Receive an update on the Joint Ad Hoc Governance Committee.

### **Detailed Description/Background:**

The Governance workgroup was formed in July 2022 and is charged with providing advice, input and specific proposals to the Reservoir Committee (RC) and Authority Board (AB) in their evaluation of project governance changes that may be necessary as the Project progresses through future phases of work. The group has conducted 2 meetings since formation and is seeking early feedback on what it believes to be the RC/AB's "guiding principles" for the committee's work (Attachment A). A set of guiding principles was felt to be needed to further clarify the purpose/task set out in the committee charter previously approved by the RC/AB.

Next steps for the committee involve prioritizing the areas of consideration, evaluating other example governance structures for best practices and possible applicability to the Sites Project, and coming back to the RC/AB joint meeting December 2022 with an update on progress being made.

In addition to the guiding principles, the Committee asked Staff to create a document containing excerpts from the existing governing documents (Attachment B). This has been helpful to the Committee in understanding and evaluating the current structure. As you read through these existing contract clauses you can appreciate the foresight that is reflected around how the governance would need to change over the period of planning, designing, constructing, and operating the project. There has been a great deal of work already put in to anticipating the needs of the project regarding governance changes. The Committee generally concurs with building upon what we have currently, as opposed to a redo, although, there are some areas that may require more significant adjustment than others. For example, risk management associated with owning and operating a large dam facility in California is an area that is likely to require more extensive review and discussion.

#### **Prior Action:**

<u>July 2022</u> – Approve the forming of the ad hoc Governance Joint Committee charter.

Preparer: Brown Authority Agent: Brown Approver: Brown Page: 1 of 2

# **Fiscal Impact/Funding Source**:

None.

# **Staff Contact**:

Jerry Brown (Governance)

# **Attachments**:

Attachment A - Governing Principles for Governance Considerations

Attachment B - Excerpts from Governance Documents



# Sites Governance Discussions

#### Purpose:

The Governance workgroup is charged with providing advice and input to the Reservoir Committee and Authority Board in their evaluation of project governance changes that may be necessary as the Project progresses through future phases of work.

#### Intent:

The following Governance Principles represent the general parameters under which the AB and RC expects the Ad Hoc will work to conform any governance approaches to the current governance structure, or to bring forward alternative approaches for discussion and direction at joint meetings of the AB and RC

#### **Governance Principles**

The further refinement of Sites governance will require careful attention to balancing the issues and interests of all interested and affected parties. One way to consider this balance is to understand the tension between maintaining "local control" of the water and land resources for Sacramento Valley interests and the "local control" for investors of ratepayer funds to ensure the expected benefits over the life of the project facilities. The work of the Ad Hoc Governance Committee will explore options to address this tension and maintain an efficient organizational decision process that ensures continued participation of all parties.

The governance structure should:

- Retain appropriate elements of fundamental governance structures and procedures. These provisions are defined in the Joint Powers Agreement (November 21, 2016), the Bylaws for Phase 2 (September 17, 2018), and Project Agreement (April 1, 2019, as amended). The relevant governance sections are excerpted and attached. Some of the key considerations include:
  - The AB's decision authority over key decisions affecting Sacramento landowners and water users, such as:
    - The target level of local participation in the project.
    - Lands to be acquired for the project features.
    - Water diversion and release criteria and water rights conditions where there are potential ramifications on local water use.
    - o Recreation planning.
    - Risk management.
  - Consideration of critical shared facilities and the rights and needs of those owners (GCID and TCCA/Reclamation).
  - AB and RC shared decision-making on material changes as defined in the agreements listed above, such as schedule, cost, permitting, mitigation, land acquisition, assurances of project benefits, and member and participant rights and duties.



- 2. Adapt decision making to evolving project responsibilities and the need for efficient implementation to keep project scope, schedule, and budget aligned with investor expectations.
  - Land acquisition and management.
  - o Local agreements and commitments.
  - o Compliance with laws, regulations, and permit requirements.
  - Compliance with contracts and agreements.
  - Cost and risk management for design and construction of a \$4B+ project.
- 3. Consider the evolving interests of participants as the project investment expands and the local impacts and mitigation grow, including:
  - Control over decisions that affect investment costs, assignment of risks, and future liabilities.
  - Maintenance of positive local relations in the project area.
  - Federal and state participation and establishing appropriate rights in the governance of the project.
- 4. Ensure efficient organization and decision-making processes.

Attachment A includes relevant governance excerpts from the current JPA Agreement, bylaws, project agreement, Proposition 1, and the Sites strategic plan. Full versions of these documents are available on the Sites Participants Portal.

#### **Near-term Milestones**

## **September Joint Meeting**

- Debrief Ad Hoc workgroup progress/discussions
- Accept Working Draft Governance Principles for Ad Hoc

December Joint Meeting - Initial Concepts and Issues for Further Discussion/Development

- Board and committee structure and representation
- Delegation, material changes, and thresholds/triggers
- Meeting practices and procedures
- Management and staffing
- Other (e.g., contract terms, enforcement, dispute resolution, etc.)

## Anticipated Topics for Monthly Ad Hoc meetings through December.

- October
  - Existing Governance Language
  - o Cost and Schedule Control During Design and Construction
  - Governance Models/Examples



#### November

- o Governance Models/Examples continued.
- o Risk Management Roles, Responsibilities and Authorities.
- o Federal and State Participation.

#### • December

- o Asset Ownership and Permit Compliance.
- o Initial Governance Concepts and Issues for 2023 Discussion.

## Potential Future Topics

- o Benefits and Assurances.
- Financial Obligations and Risks





# Relevant Sections of Sites Governance Documents Pertaining to Forming Governance Conditions Applicable to Future Project Phases

September 2, 2022

This document was prepared to aid the Ad Hoc Governance Subcommittee in the review of the governance conditions applicable to future project phases. The three agreements listed make up the formalized conditions under which decision-making is currently contemplated. There may be other relevant sections of the Agreements applicable to discussions about governance changes, but those listed below substantially illustrate the approach the body has on record. The relevant sections of California Proposition 1 (November 4, 2014) are included at the end of the document.

## Joint Powers Agreement (November 21, 2016)

From Section 1 – Definitions

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

- 1.6 Member: An Authority Member or another entity that meets the requirements of California Water Code SS 7975 (a) or (b), respectively as defined for each membership type established in the Bylaws. Generally, any Member can either be a signatory to a Project Agreement or participate in the Consultation Committee, but only Authority Members have representation on the Board.
- 1.7 Non-Member Participating Party: An agency, entity or company, that does not meet the Joint Powers Authority ("JPA") membership requirements of California Code SS 79759 (b) regarding for-profit corporations, including certain types of mutual water companies, and is not a Member of the Authority, but is deemed eligible by the Authority to participate by contract in certain elements of the Project. The Bylaws may provide for additional requirements for such non-members.

## From Section 2 – Purposes and Powers

2.2 Purpose: The purpose of this Agreement is to establish an independent joint powers authority (JPA) to exercise powers common to the Authority Members to, among other things, effectively study, promote develop, design, finance, acquire, construct, manage, and operate the Sites Reservoir and related facilities such as recreational and power generation. The purpose of pursuing and developing Sites Reservoir are to: 1)increase surface water storage and supply while enhancing water management flexibility and reliability in the Sacramento River watershed, 2) provide flood control benefits, (3) improve conditions for fish and wildlife in the Sacramento River watershed, including anadromous fish in the Sacramento River, and (4) improve the operation of the state's



- water system to provide improvements in an ecosystem and water quality conditions in the Bay—Delta while providing a more reliable water supply for the State of California.
- 2.3 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:
- 2.3.1 Make and enter into contracts necessary for the full exercise of its powers;
- 2.3.2 Perform studies, environmental review, engineering and design, and if appropriate, permitting, construction of water storage, and related conjunctive management;
- 2.3.3 Contract for the services of engineers, attorneys, scientists, planners, financial consultants, and separate and apart therefrom, to employ such person as it deems necessary;
- 2.3.4. Hold or dispose of any property, including acquisition by eminent domain;
- 2.3.5 Apply for, accept, and receive permits, licenses, grants, loans, or other funding from any federal, state or local public agency;
- 2.3.6 Issue revenue bonds and other forms of indebtedness to the extent, and on the terms, provided by the Act;
- 2.3.7 Incur debts, liabilities, and obligations;
- 2.3.8 Adopt bylaws, rules, regulations, and procedures, governing the operation of the Authority; and
- 2.3.9 delegate levels of authority to Project Agreement Committees, Consultation Committee, and other advisory groups as the Board deems appropriate and consistent with the requirements specified in the Bylaws.
- 2.4 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 Westside Water District.
- 2.5 GCID and TCCA Operations: The Authority Members 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 the 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.

#### From Section 4 – Governance and Internal Organization

- 4.5 Voting:
- 4.5.1 Routine Matters or Non-Material Change Items Before the Authority: Boards shall take action only upon an affirmative vote of a majority of the total number of Directors.
- 4.5.2 Material Change Items before the Authority: Based on the threshold established in the Bylaws regarding a Material Change, the Board shall take action only upon an affirmative vote of at least seventy-five percent (75%) of the total number of Directors.

## From Section 6 – Project Agreements

- 6.1 General: The Authority intends to carry out the purposes of this Agreement through projects that are consistent with the joint exercise of power 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 an agreement with the State of California, the United States, or any other public or private entity.
- 6.2 Parties to Agreement: Prior to undertaking a project, the Members and Non-member Participating Parties electing to participate in the project shall enter into a Project Agreement. A Project Agreement may involve the Authority or more Members and any Non-Member Participating Parties. No Members shall be required to be involved in a Project Agreement.
- 6.3 Project Agreement: All assets, rights, benefits, and obligations attributable to the project shall be assets, rights, benefits, and obligations of those Members and Non-Member Participating Parties at 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 and Non-Member Participating Parties who have executed the respective Project Agreement and shall not be the debts, liabilities, obligations or indebtedness of the Members and Non-Member Participating Parties that have not executed the Project Agreement, nor of the Authority. If a project is undertaken by less than all the Members, the Members and Non-



Member Participating Parties to a Project Agreement shall appoint a representative to a Project Agreement Committee for that project. The Project Agreement may include entities that are not Authority Members. The bylaws may provide additional requirements regarding the implementation of each Project Agreement.

#### From Section 8 – 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 Authority Member Agencies; provided, however, this Agreement may not be amended to terminate the participation of an Authority Member without the affirmative vote of all Boards of the Authority Member Agencies less one. The Authority shall provide notice to all Members of amendments to this Agreement, including the effective date of such amendments.
- Adoption and Amendment of Bylaws: The Bylaws may be adopted or amended only by an affirmative vote of at least seventy-five percent (75%) of the total number of Directors. The Authority shall provide notice to all Members of amendments to the Bylaws, which includes the effective date of such amendments.

## Bylaws for Phase 2 (September 17, 2018)

From Section 1 – Relationship Agreements and Bylaws

- 1.2 <u>Bylaws</u>: These Bylaws are adopted and amended pursuant to Section 8.2 of the Agreement to implement and provide further clarity for certain provisions of the Agreement and to provide procedures for administration of the Authority.
  - These Bylaws are intended to guide the work of the Board and staff of both the Authority and project agreement committees and to serve as a living document, to be revised as the organizational needs evolve. Furthermore, from these Bylaws, procedures will be developed for Board approval and then used as an aid to managing the Authority and Sites Reservoir Project. [highlight added.]
- 1.5 <u>Amendments of Bylaws</u>: As provided at Section8.2 of the Agreement, these Bylaws may be amended only by an affirmative vote of at least seventy-five percent (75%) of the total number of Directors.

From Section 3 – Definitions

3.3 <u>Material Change</u>: Where the variance between a parameter of the Project Baseline and the forecast exceeds the Board-approved threshold, as described in Section 12 below.



## From Section 10 – The Authority's Powers and/or Authorities

- 10.1 <u>Non-Delegated Authorities</u>: While (a) Section VI of the Agreement includes the intent to use Project Agreements to accomplish the Authority's mission and (b) each Project Agreement shall specify the power delegated from the Authority, for Phase 2, the following powers shall remain with the Board:
- 10.1.1 Enter into and maintain contracts for loans and grants, including Proposition 1, Chapter 8 grants.
- 10.1.2 Lead agency with the SWRCB for the water rights application and/or assignment of an existing water right application or permit/license. Furthermore, the Authority will hold title to the water rights granted by the SWRCB.
- 10.1.3 Serving as Lead CEQA Agency for the Project.
- 10.1.4 Negotiation and acceptance of permit conditions, commitment to mitigation obligations associated with NEPA/CEQA compliance to achieve less than significant classification, ESA/CESA compliance, Section 10 of the Rivers and Harbors Act, NHPA § 106/SHPO and compliance with the Clean Water Act.
- 10.1.5 Compliance with applicable dam safety requirements such as California Division of Safety of Dams and Federal Energy Regulatory Commission.
- 10.1.6 Engagement and outreach with tribal representatives, elected officials, the general public, and advocacy organizations (e.g. NGOs).
- 10.1.7 Lead any efforts to (a) acquire land and rights-of-way and (b) obtain additional financial contributors.
- 10.1.8 Determination of Material Changes affecting the annualized water supply and costs expected from development of the Sites Reservoir Project.
- 10.1.9 Determination of Material Changes to the facilities associated with the reservoir that could result in either an increased schedule greater than one year and/or increase construction costs greater than 10 %.
- 10.1.10 Development of renewable power or pumped storage beyond the pre-feasibility-level planned.



- 10.1.11 Oversight of (a) employees and (b) consultant contracts. Overall cost management to ensure obligations or commitments remain within (a) each annually approved operating budget and (b) the Phase 2 cost target.
- 10.1.12 Establishing a decision-making threshold for specific topic areas likely to be addressed by the Project Agreement's Committee.
- 10.1.13 Approve the initial issuance of each Project Agreement and subsequent amendments that are more than administrative changes as determined by the Authority's legal counsel.
- 10.1.14 Approving a Financial Plan.

From Section 12 – Material Change Applicable to Phase 2

- 12.1 These provisions shall apply both to decisions by the Board and project agreement committee(s).
- 12.2 As the Sites Reservoir Project progresses through each of the planned project phases, what constitutes a Material Change along with the associated thresholds for Material Change may require an amendment to these Bylaws. For Phase 2, should a question arise regarding a change being deemed material, the Board shall make the final determination.
- 12.3 Decisions affecting the following topic areas constitute a Material Change applicable for Phase 2 as measured either qualitatively or quantitatively as a change:
- 12.3.1 An increase in the projected Phase 1 budget target greater than 5% of the approved Phase 2 budget target.
- 12.3.2 Any projected overrun to the approved total annual operating budget or transferring funds between line items in the approved operating budget that is greater than \$50,000.
- 12.3.3 The eligibility of the Authority to receive grant funding from Proposition 1, chapter 8.
- 12.3.4 Water rights and/or annualized yield of the Sites Reservoir Project changing by more than 5% of the total annualized yield or changes the proposed split between water supply benefits and Proposition 1 defined public benefits by more than 5%.
- 12.3.5 Changes affecting the ability to obtain dam safety related permits in a timely and cost-effective manner.



- 12.3.6 Changes to the Project's scope that significantly changes the operations of existing conveyance assets owned and/or operated by Members and/or other entities relative to the Project Baseline.
- 12.3.7 Changes to the Project's scope that significantly changes the amount of power needed to operate and/ or the amount of pumped-storage capability.
- 12.3.8 Changes causing the direct construction cost to increase or decrease more than 10% excluding inflation and escalation in material costs.
- 12.3.9 Changes causing the construction schedule to increase more than 6 months or require construction means and methods that may not comply or require extreme measures to comply with OSHA requirements.
- 12.3.10 Changes having the potential to shift significant risk from either (a) a Project Agreement to the Authority (or vice versa), (2) from one Project Agreement to another, and/or (3) from one participant to another. Absent defined thresholds, the Board has the discretion to determine, on a case by case basis, if a Material Change has occurred.
- 12.3.11 Causing the mitigation for construction and/or operations that changes the baseline estimated cost by more than 10%.
- 12.3.12 Affecting the acquisition cost or schedule of land, easements, or rights-of-way by more than 10% from the baseline estimate cost and/or increases the line-item schedule duration by more than 6 months.
- 12.3.13 Changes materially affecting the powers of the Authority, a Member, the State of California, the Federal Government, or a federally recognized Tribal organization.
- 12.3.14 Proposed amendments to the Agreement or these Bylaws that would materially affect the rights and/ or duties of Member or Non-Member Participating Party under a Project Agreement.

From Section 13 – Integration of Decisions – Authority Board and Project Agreement Committees

13.1 Material Change: Each Project Agreement will identify topic areas that constitute a Material Change and associated thresholds that are consistent with the Agreement and Bylaws and incorporate the Board's delegation of powers, if any, to the project agreement committee. Approval of actions to respond to a Material Change requires the approval of both the Board and the project agreement committee before the action can be implemented.



- 13.2 Non-Material Changes: Approval of actions that are deemed by project agreement committee and the General Manager to not result in a Material Change do not require the approval of the Board before the action can be implemented.
- 13.3 Dispute Resolution Process: Early identification of any dispute involving actions of the Authority or a Project Agreement Committee, including the administration and/or implementation of the Agreement, these Bylaws or a Project Agreement (collectively a "Dispute") is essential. Unless otherwise provided in a Project Agreement, a party that has identified a Dispute shall, within fifteen (15) days of the event, provide the General Manager in writing with the basis for the Dispute. The General Manager shall investigate the merits of the Dispute and notify the Project Agreement Committee and Board with the findings as to the merits of the Dispute and any recommended action. Should the party that has identified the Dispute disagree with the General Manager's assessment it's remedy shall be as follows:
- 13.3.1 If the dispute involves the administration or implementation of a Project Agreement, it shall be resolved as provided in the Project Agreement.
- 13.3.2 Any other dispute shall be resolved through the following procedures: (a) If said Dispute is not resolved within 30 (thirty) calendar days through informal discussions between the General Manager and the parties involved in the Dispute, a party may submit the Dispute to formal mediation. The Parties shall voluntarily agree to the choice of mediator, or, if the Parties cannot agree upon a mediator, one shall be appointed by the Superior Court of Colusa County upon motion for appointment of a neutral mediator. The cost of mediation shall be paid in equal proportion among the Parties involved in the Dispute. (b) If the mediation process does not provide a final resolution to the Dispute raised, any Party may submit the matter to binding arbitration under Section 1280 et seq. of the Code of Civil Procedure. Notwithstanding the foregoing, a Party may seek a preliminary injunction or other interlocutory judicial relief prior to completion of the mediation or arbitration process if necessary to avoid damage or to preserve the status quo.

#### Project Agreement (April 1, 2019, as amended)

From Section 2 – Reservoir Project Committee

- (g) <u>Voting</u>. Notwithstanding any provisions of the Bylaws that might be construed otherwise, for purposes of this Project Agreement, the voting rights of each Project Agreement Member shall be determined as follows:
  - (i) an equal number of voting shares for each Project Agreement Member as defined in **Exhibit A**, that being for each Project Agreement Member, 1 divided by the total number of Project Agreement Members, multiplied by 50; plus



(ii) an additional number of voting shares for each Project Agreement Member equal to its respective Participation Percentage described in **Exhibit A**, multiplied by 50, using the version of **Exhibit A** in effect at the time the committee votes.

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 A.** 

- (h) <u>Decision-making Thresholds</u>. In accordance with Section 5.8 of the Bylaws, for purposes of this Project Agreement, approval by the Committee for material and non-material changes shall be as follows: 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 3(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 3(g).
- (i) Delegation of Authority/Powers and Limitations Thereon. Subject to the direction of the governing bodies of the Project Agreement Members, the Committee shall undertake all actions necessary for carrying out this Project Agreement, including but not limited to setting policy for the Project Agreement Members acting under this Project Agreement with respect to the Project; recommending actions to be undertaken in the name of the Authority under this Project 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 Project Agreement within the parameters of the Work Plan and budget; and such other actions as shall be reasonably necessary or convenient to carry out the purposes of this Project Agreement. This Section 3(i) 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 in 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.

#### California Proposition 1 (November 4, 2014)

From Chapter 8 – Statewide Water System Operational Improvement and Drought Preparedness

79759. (a) The funds allocated for the design, acquisition, and construction of surface storage projects identified in the CALFED Bay-Delta Record of Decision, dated August 28, 2000, pursuant to this chapter may be provided for those purposes to local joint powers authorities formed by irrigation districts and other local water districts and local governments within the applicable hydrologic region to design, acquire, and construct those projects.



- (b) The joint powers authorities described in subdivision (a) may include in their membership governmental partners that are not located within their respective hydrologic regions in financing the surface storage projects, including, as appropriate, cost share participation or equity participation. Notwithstanding Section 6525 of the Government Code, the joint powers agencies described in subdivision (a) shall not include in their membership any for-profit corporation or any mutual water company whose shareholders and members include a for-profit corporation or any other private entity. The department shall be an ex officio member of each joint powers authority subject to this section, but the department shall not control the governance, management, or operation of the surface water storage projects.
- (c) A joint powers authority subject to this section shall own, govern, manage, and operate a surface water storage project, subject to the requirement that the ownership, governance, management, and operation of the surface water storage project shall advance the purposes set forth in this chapter.

## Sites Project Authority Final Strategic Plan (December 2020)

Goal 4 – Strengthen the Organization as Owner of a \$3.5 Billion Project

The planning, design, construction, and operation of a \$3.5 billion reservoir system is a substantial undertaking. The Authority is in an important transition from a consultant-led project development process to an owner-led infrastructure investment program. The Authority must evolve through the project development phases and grow its capacity to lead the program and manage the activities, risks, finances, and operations. The following objectives contribute to Goal 4.

## Objectives

- A. Delegate decision responsibilities and clarify working relationships to secure project approvals and agreements.
  - In the past year, the Authority Board and Reservoir Committee have improved coordination, communications, work planning, and decision-making processes. Further clarification is needed for key decisions and responsibilities through project design, permitting, and approval. These clarifications can identify specific opportunities for joint work among the Board and Reservoir Committee and delegation of decisions to improve efficiency. Further, this work can inform development of governance changes for future phases to be developed in Objective C.
- B. Develop and define the organizational culture, values & management approaches.

  This strategic plan establishes a common purpose and direction for the Authority.

  Ongoing work is needed to build on the culture of collaboration among the existing Board members and local agency participants to define and expand the organization culture,



work behaviors, and management policies. Clarifying and strengthening these activities will deepen the common purpose and expand it to include new and developing partners.

C. Develop governance structures and staffing plans for future phases.

The Authority Board and Reservoir Committee recognize that the Authority must grow and evolve through the phases of planning, design, construction, and operations. New or different governance structures and decision processes may be needed to manage funding and operations. Recognizing this need, the Authority will identify and evaluate governance options, project delivery modes, and staffing needs for future phases.

## Relationship to Other Goals

Developing the Sites Project Authority as the owner and operator of the Sites Reservoir is closely related to activities in the other strategic goals. Goal 1 provides the critical partnerships and funding to support the Authority and its decision-making. Goal 2 provides important information from operations partners and landowners, some of whom will be important decision partners during project operations. Goal 3 provides critical information regarding facilities design, management, and maintenance for Authority decision-making.