

**BOARD OF DIRECTORS
SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
REGULAR MEETING
MONDAY, NOVEMBER 09, 2020
8:00 AM – 10:00 AM (PDT)**

Pursuant to Provisions of Executive order N-25-20 issued by Governor Gavin Newsom on March 12, 2020, Any director may call into the Board of Directors meeting using the call-in number..... or via GoToMeeting Link....

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PLEDGE OF ALLEGIANCE:

ROLL CALL: Knoles, Paulson, Placido, Prince, Wong

PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA

UPDATES FROM CITY REPRESENTATIVES

CONSENT CALENDAR: The following matters are expected to be routine and will be acted upon by a single motion with little discussion unless any Director or citizen requests a separate action:

Minutes of the Regular Board Meeting of October 12, 2020

Minutes of the External Affairs Committee Meeting of October 20, 2020

Minutes of the External Affairs Committee Meeting of November 3, 2020

Financial Statements of October 2020

Treasurer's Investment Report Dated September 30, 2020

Disbursements of the Revolving Fund dated October 22, 2020, Check Nos. 11714 – 11720, EFT's and Wires

Disbursements of the Revolving Fund dated November 5, 2020, Check Nos. 11721 – 11724, EFT and Wires

Disbursements of the Revolving Fund dated November 7 & 9, 2020 Check Nos. 11725–11729, and Wires

Disbursements of the General Fund dated October 20-23, 2020, EFT's

Disbursements of the General Fund dated October 26, 2020, Check Nos. 41820 – 41849

Disbursements of the General Fund dated November 9, 2020, Check Nos. 41850 – 41879

Future Meeting Attendance Approval – None

ACTION ITEMS

1. Resolution No. 11-2020-775 Appointing Watermaster Representative
2. Resolution No. 11-2020-776 Appointing WQA Representative
3. Proposals for Website Design
4. State Water Project Water Management Tools Amendment
 - a. Resolution No. 11-2020-777 Authorizing Amendments to State Water Contract Supply Agreement
 - b. Responsible Agency findings Per CEQA
5. Delta Conveyance Projects
 - a. Resolution No. 11-2020-778 Authorizing Level of Participation and Execution of Funding Agreement
 - b. Approve Amendment to Delta Conveyance Design and Construction Authority JPA
 - c. Determining Actions Are Exempt From CEQA

INFORMATION ITEMS

External Affairs Update

UNFINISHED BUSINESS

1. Report on Basin Management
2. Report of WQA
3. Report of the Attorney
4. Report of the General Manager/Assistant Manager
5. Report of the State Water Contractors

COMMITTEE MEETING REPORTS

DIRECTOR REPORTS ON EVENTS ATTENDED

DIRECTORS COMMENTS

ADJOURNMENT

THIS AGENDA WAS POSTED ON NOVEMBER 5, 2020 AT SGVMWD.
THE NEXT REGULAR BOARD MEETING WILL BE DECEMBER 14, 2020.

**MINUTES
BOARD OF DIRECTORS
SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
REGULAR BOARD MEETING
1402 N. VOSBURG DR. AZUSA, CA 91702
MONDAY, OCTOBER 12, 2020
8:00 A.M.**

<https://global.gotomeeting.com/join/458928461> or Phone in 1(312) 757-3121

At 8:01 a.m. on October 12, 2020 the Board of Directors held its Regular Meeting via “GoToMeeting”

CALL TO ORDER:

President Wong called the meeting to order.

ROLL CALL:

Directors present at Roll Call: Knoles, Paulson, Placido, Prince, Wong

ALSO PRESENT:

Darin Kasamoto, General Manager; Steve Kiggins, Supervising System Operator/Inspector; Linda Esquivel, Executive Assistant; Evelyn Reyes, External Affairs Manager; Jim Ciampa, Lagerlof LLP; Jose Reynoso City of Sierra Madre; Dave DePinto, DMCI; Albert Lu; Richard Gonzalez, City of Monterey Park

PUBLIC COMMENTS ON NON-AGENDA ITEMS

None

UPDATES FROM CITY REPRESENTATIVES

None

CONSENT CALENDAR:

Minutes of the Regular Board Meeting of September 14, 2020

Minutes of the External Affairs Committee Meeting of September 28, 2020

Financial Statements for September 2020

Disbursements of the Revolving Fund Dated:

September 24, Check Nos. 11695 – 11702, EFT’s and Wires in the amount of \$50,387.94

October 08, 2020, Check Nos. 11703 - 11709, EFT and Wires, in the amount of \$48,614.36

October 12, 2020, Check Nos. 11710 – 11713, and Wires in the amount of \$2,819.30

Disbursements of the General Fund Dated:

September 24, 28-30, 2020, Check Nos. 41776 – 41791, and EFT’s, in the amount of \$689,368.61

October 12, 2020, Check Nos. 41792 – 41819, in the amount of \$378,082.95

Future Meeting Attendance Approval: None

October 12, 2020

SGVMWD

On motion of Director Placido, seconded by Director Knoles and unanimously carried 5-0, the Consent Calendar was approved with the correction to San Gabriel Valley Municipal Water District Board Minutes of September 14, 2020; to clarify that Director Placido was not absent on the roll call vote regarding Amendment No. 1 to Dudley Ridge 2020 Water Banking Agreement.

Approved, as corrected, by the Board of Directors of the San Gabriel Valley Municipal Water District at their regular meeting held on October 12, 2020 by the following roll call vote:

Ayes: Knoles, Paulson, Placido, Prince, Wong
Noes: None
Absent: None
Abstain: None

ACTION AGENDA ITEMS

AWARD BID FOR SCHEDULE 1 VALVE REPLACEMENT

The Supervising System Operator/Inspector reported on the project of replacing plug valves for the Devil Canyon-Azusa Pipeline. Stetson Engineers was asked to review the 3 bids received and recommended the District award the contract for this work to T.E. Roberts. After much discussion, the Board agreed with Stetson Engineers recommendation.

On motion of Director Paulson, seconded by Director Knoles, and unanimously carried 5-0, the Bid received September 17, 2020, in the amount not to exceed \$328,315 from T.E. Roberts, Inc. was approved and the subject contract awarded to T. E. Roberts, Inc.

Approved by the Board of Directors of the San Gabriel Valley Municipal Water District at their regular meeting held on October 12, 2020 by the following roll call vote:

Ayes: Knoles, Paulson, Placido, Prince, Wong
Noes: None
Absent: None
Abstain: None

PROPOSAL PIPELINE ASSESSMENT FROM CIVILTEC FOR SCHEDULE 1

The General Manager reported the District's corrosion consultant has identified open bonds in Schedule 1 of the pipeline. The remediation for this is to install internal corrosion bonds with an estimated cost of \$2 million. The pipeline is about 45 years old and has not been physically inspected since its construction. An assessment needs to be done while the pipeline is dewatered which will take place when installing the blow-off valves as addressed in Agenda Action Item No. 1. Time is of the essence; therefore District Staff is recommending the Board accepts the proposal for engineering services submitted by Civiltec Engineers in the not to exceed amount of \$94,400.

On motion of Director Knoles, seconded by Director Placido, and unanimously carried 5-0, the proposal for engineering services from Civiltec Engineers for the not to exceed fee of \$94,480 was approved.

Approved by the Board of Directors of the San Gabriel Valley Municipal Water District at their regular meeting held on October 12, 2020 by the following roll call vote:

Ayes: Knoles, Paulson, Placido, Prince, Wong
Noes: None
Absent: None
Abstain: None

ANNUAL REPORT

The External Affairs Manager presented the Annual Report for Fiscal Year 2019-2020 to the Board. The Board had some changes to the 2019-2020 Annual Report and requested the changes be applied and that the Annual Report be reviewed by the External Affairs Committee for a final approval.

On motion of Director Paulson, seconded by Director Placido, and unanimously carried 5-0, the District's Annual Report was approved; subject to editorial revisions and any final changes to be made by the External Affairs Committee for review and final approval.

Passed and Adopted by the Board of Directors of the San Gabriel Valley Municipal Water District at their regular meeting held on October 12, 2020 by the following roll call vote:

Ayes: Knoles, Paulson, Placido, Prince, Wong
Noes: None
Absent: None
Abstain: None

INFORMATION ITEMS

EXTERNAL AFFAIRS

Ms. Reyes reported on the External Affairs Committee meeting that was held by video conference on September 28, 2020. The Committee had a roundtable discussion with the member cities to discuss long-term conservation programs, such as Bill Assistance Programs and AMI/AMR Customer Outreach. Staff will continue to explore a bill assistance program for those customers that have been affected by the Covid-19 pandemic. The Committee requested an update from its member cities on their plans for the grants and loans the District has made available. The City of Monterey Park plans to utilize the \$2 million loan for a project that will remove PFOS/PFAS contaminants to comply with the regulations of the State Water Resources Control Board Division of Drinking Water. The City of Alhambra and City of Azusa will each be utilizing their \$50,000 of grant money for drought tolerant landscaping projects. The City of Sierra Madre will utilize their \$50,000 grant money to assist residents and/or businesses with water billing and payment assistance and for a water well restoration project. In addition, the City of Sierra Madre plans to use the \$2 million loan to advance their capital improvements budget for water main replacements. The City of Monterey Park will utilize their \$50,000 grant money for installing waterless urinals in city hall. The City of Azusa has stated they will not be using the \$2 million loan. Director Wong requested a formal letter from the City of Azusa indicating their intention of not utilizing the \$2 million loan.

UNFINISHED BUSINESS

REPORT ON BASIN MANAGEMENT

No Report.

REPORT OF WQA

Director Paulson reported WQA recently received a \$35 million grant from the state and will go towards the Authority's 21 on-going projects.

REPORT OF THE ATTORNEY

Counsel reported on AB992 which is an amendment to the Brown Act clarifying the types of communication public officials can make on social media without violating the Brown Act. Counsel will send out a summary explaining the new law to the Board and Staff.

REPORT OF THE GENERAL MANAGER/ASSISTANT GENERAL MANAGER

The General Manager's written report is in the Agenda Packet.

The General Manager reported the "Draft" 2019-2020 Audit is near completion and should be ready for presentation at the November Board meeting. He also reported the CERBT CalPERS OPEB trust fund paperwork has been completed along with a contribution of \$200,000. In addition, an advanced payment to fund CALPERS Unfunded Liability in the amount of \$500,000 has been made. The City of Azusa has opted to not take the \$2 million loan. Once an official notice has been received from the City of Azusa, the Board may want to consider acting on amending the loan program to include those unused funds.

The Supervising System Operator/Inspector provided an operational update.

REPORT OF THE STATE WATER CONTRACTORS

In the written report of the General Manager that is in the Agenda Packet, the General Manager reported The Delta Conveyance Project (Cal Water Fix) is on hold from taking any action until possibly at the November Board meeting. The State Water Project Water Management Tools Amendment has been completed and will be taken to the Board for action on the agreement and CEQA requirements at the November meeting. If approved the amendment will allow State Water Contractors greater flexibility in their use of Table A water.

COMMITTEE MEETING REPORTS

External Affairs Committee Meeting Minutes of September 28, 2020 are in the Board packet.

DIRECTOR REPORTS ON EVENTS ATTENDED

None

October 12, 2020

SGVMWD

DIRECTOR COMMENTS

Director Prince encouraged everyone to go out and vote.

Director Wong echoed Director Prince's comment.

PUBLIC COMMENT ON CLOSED SESSION ITEMS

ADJOURNED FOR CLOSED SESSION at 9:24 a.m.

A. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Subdivision (a) of Government Coe Section 54956.9.

Name of Case: State Water Contractors, et al. v. State of California Department of Fish and Wildlife, et al., Fresno County Superior Court Case No. 20CECG01302.

CLOSED SESSION REPORT: The District's attorney briefed the Board on the current status of that item of litigation and no reportable action under the Brown Act was taken.

CLOSED SESSION ADJOURNED at 9:30 a.m.

ADJOURNED at 9:31 a.m.

There being no further business, upon motion made, seconded, and carried unanimously, the meeting was duly adjourned at 9:31 a.m. The next Regular Board Meeting of the San Gabriel Valley Municipal Water District will be on November 9, 2020 at 8:00 a.m.

President

ATTEST:

Secretary

October 12, 2020

SGVMWD

**MINUTES OF THE SPECIAL MEETING
SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
EXTERNAL AFFAIRS COMMITTEE MEETING
TUESDAY, OCTOBER 20, 2020
9:00 A.M.**

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, ANY DIRECTOR MAY CALL INTO THE BOARD OF DIRECTORS' MEETING USING THE DISTRICT'S CALL-IN: <https://global.gotomeeting.com/join/570611085> or +1 (872) 240-3212 Access Code: 570-611-085 WITHOUT OTHERWISE COMPLYING WITH THE BROWN ACT'S TELECONFERENCING REQUIREMENTS. THE DISTRICT'S BOARD MEETINGS SHALL REMAIN OPEN TO THE PUBLIC AT THE DISTRICT'S OFFICE AND ANY MEMBER OF THE PUBLIC WISHING TO MAKE ANY COMMENTS TO THE BOARD MAY DO SO IN PERSON OR BY CALLING IN TO THE CALL-IN NUMBER.

The meeting was called to order at 9:02 a.m.

ROLL CALL: Director Prince; Director Wong; Darin Kasamoto-General Manager; Evelyn Reyes-External Affairs Manager

PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

There were no public comments.

1. Annual Report – The Committee reviewed and made recommendations for the FY 2019-2020 Annual Report. Staff will consult with CV Strategies to make the suggested final changes on the report.

2. External Affairs Update – The External Affairs Manager provided an update on upcoming projects, including a brochure on the District operations and proposals for website programming and design.

ADJOURNMENT

The Committee was adjourned at 9:51 a.m.

**MINUTES OF THE SPECIAL MEETING
SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
EXTERNAL AFFAIRS COMMITTEE MEETING
TUESDAY, NOVEMBER 3, 2020
9:00 A.M.**

PURSUANT TO THE PROVISIONS OF EXECUTIVE ORDER N-25-20 ISSUED BY GOVERNOR GAVIN NEWSOM ON MARCH 12, 2020, ANY DIRECTOR MAY CALL INTO THE BOARD OF DIRECTORS' MEETING USING THE DISTRICT'S CALL-IN: <https://global.gotomeeting.com/join/117393981> or +1 (646) 749-3122 Access Code: 117-393-981 WITHOUT OTHERWISE COMPLYING WITH THE BROWN ACT'S TELECONFERENCING REQUIREMENTS. THE DISTRICT'S BOARD MEETINGS SHALL REMAIN OPEN TO THE PUBLIC AT THE DISTRICT'S OFFICE AND ANY MEMBER OF THE PUBLIC WISHING TO MAKE ANY COMMENTS TO THE BOARD MAY DO SO IN PERSON OR BY CALLING IN TO THE CALL-IN NUMBER.

The meeting was called to order at 9:04 a.m.

ROLL CALL: Director Prince; Director Wong; Darin Kasamoto-General Manager; Evelyn Reyes-External Affairs Manager

PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA:

There were no public comments.

1. Website Proposal – The Committee reviewed the four proposals submitted for website format and programming. The Committee recommends approval of CV Strategies' proposal for \$9,750 plus a 20% contingency, and to bring the proposal to the November Board meeting for adoption.

ADJOURNMENT

The Committee was adjourned at 9:39 a.m.

San Gabriel Valley Municipal Water District
Balance Sheet
As of October 31, 2020

	Oct 31, 20
ASSETS	
Current Assets	
Checking/Savings	
1001 · General Fund Bank of America	243,534.41
1005 · Revolving Cash Fund	113,451.31
1008 · Petty Cash	300.00
1009 · LAIF	15,634,700.25
1009.01 · LAIF FMV Adjustment	98,911.72
1011 · UBS Resource Management Account	
1012 · Cash with Broker	5,860.36
1013 · Certificates of Deposit	10,173,868.85
Total 1011 · UBS Resource Management Account	10,179,729.21
1014 · UBS Accrued Interest	-27,001.25
Total Checking/Savings	26,243,625.65
Accounts Receivable	
1603 · Accounts Receivable	21,710.00
Total Accounts Receivable	21,710.00
Other Current Assets	
1605 · Taxes Receivable	-0.34
1606 · Interest Receivable	13,993.43
1620 · Prepaid Expenses	696,960.52
1660 · Water Inventory	2,149,337.84
Total Other Current Assets	2,860,291.45
Total Current Assets	29,125,627.10
Fixed Assets	
1701 · State Water Project Engineering	156,789.28
1702 · State Water Prj Wtr Cntrct Pmts	5,627,376.00
1703 · Accum Ammort - State Water Proj	-4,370,259.75
1801 · Pipeline	26,340,785.65
1830 · Accum Depreciation - Pipeline	-16,041,088.45
1840 · SCADA Telemetry	1,050.08
1841 · Accum Depreciation -SCADA	-1,050.09
1750 · SCADA 2013	849,166.22
1851 · Accum Depreciaton - SCADA 13	-544,849.04
1901 · Land	735,931.46
1902 · Buildings	2,346,232.42
1903 · Accum Depr - Buildings	-2,336,524.53
1904 · Furniture and Fixtures	173,585.69
1905 · Accum Depr - Furn and Fixtures	-137,058.63
1907 · Vehicles	164,401.97
1908 · Accum Depr - Vehicles	-157,021.56
1910 · Pipeline Misc Equipment	90,055.75
1911 · Accum Depr - Pipeline Misc Equi	-86,925.07
1914 · Communications Equipment	8,905.76
1915 · Accum Depr - Communications Equ	-8,905.75
1920 · Construction in Process	
1920.04 · Hydro Elec Generator Expansion	950,782.80
Total 1920 · Construction in Process	950,782.80
1921 · Capital Expenditures	
1921.07 · SanDimas Hydro Deflec Batteries	35,595.25
1921.05 · Computer	6,198.90
1921.03 · Roof	58,390.47
1921.04 · Repaving	3,950.00
Total 1921 · Capital Expenditures	104,134.62
1916 · A/D Computers	-1,012.13
1917 · A/D Paving	-261.50

San Gabriel Valley Municipal Water District
Balance Sheet
As of October 31, 2020

	Oct 31, 20
1918 · A/D San Dimas Hydro	-1,582.51
1922 · A/D Roof	-9,730.56
Total Fixed Assets	13,852,928.13
Other Assets	
1998.99 · Deferred Outflows -OPEB	201,703.00
1999.99 · 1999.Deferred Outflows of Res	618,162.00
1927 · Sierra Madre Loan Agreement	145,687.50
1927.01 · Sierra Madre NR Discount	-8,094.00
Total Other Assets	957,458.50
TOTAL ASSETS	43,936,013.73
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2001 · Accounts Payable	24,227.51
Total Accounts Payable	24,227.51
Other Current Liabilities	
2010 · Accrued Payroll - V&SL	396,382.25
24000 · Payroll Liabilities	-0.02
Total Other Current Liabilities	396,382.23
Total Current Liabilities	420,609.74
Long Term Liabilities	
1698.99 · Deferred Inflows- OPEB	746,998.00
2219.99 · Net Pension Liability	2,355,085.00
1699.99 · Deferred Inflow of Resources	298,520.00
2209 · Other Post-Employment Benefits	4,935,320.32
Total Long Term Liabilities	8,335,923.32
Total Liabilities	8,756,533.06
Equity	
2301 · Fund Balance	4,524,449.82
2302 · San Bernardino Contribution	1,781,730.83
2970 · Retained Earnings	31,258,054.72
2973 · Contribution Aid Capital	1,280,323.11
Net Income	-3,665,077.81
Total Equity	35,179,480.67
TOTAL LIABILITIES & EQUITY	43,936,013.73

San Gabriel Valley Municipal Water District

Income Statement - Actual vs. Budget

October 2020

	Oct 20	Budget	Jul - Oct 20	YTD Budget	Annual Budget
Ordinary Income/Expense					
Income					
General Operations					
3002 · Property Tax Revenue	0.00	375,000.00	73,360.28	1,500,000.00	4,500,000.00
3003 · Water Sales	37,445.00	261,333.00	77,703.00	1,045,332.00	3,136,000.00
3004 · Interest Income	51,069.95	41,667.00	89,655.95	166,668.00	500,000.00
3005 · Ready to Serve Revenue	990.00	990.00	3,960.00	3,960.00	11,880.00
3006 · RDA Prop Tax Trust Fund Alloc	0.00	41,667.00	358,358.40	166,668.00	500,000.00
3008 · SBVMWD Pipeline Maintenance Rev	0.00	5,292.00	0.00	21,168.00	63,500.00
3016 · Unrealized Gain (Loss) on Inves	-9,071.88		-23,850.68		
Total General Operations	80,433.07	725,949.00	579,186.95	2,903,796.00	8,711,380.00
Power Revenue Sales					
3210 · Hydro Power Sales	0.00	5,469.00	0.00	21,876.00	65,623.00
Total Power Revenue Sales	0.00	5,469.00	0.00	21,876.00	65,623.00
Restricted Revenue - SWP					
3306 · Tax Revenue - State Water Proje	0.00	708,333.00	129,257.96	2,833,332.00	8,500,000.00
Total Restricted Revenue - SWP	0.00	708,333.00	129,257.96	2,833,332.00	8,500,000.00
Total Income	80,433.07	1,439,751.00	708,444.91	5,759,004.00	17,277,003.00
Gross Profit	80,433.07	1,439,751.00	708,444.91	5,759,004.00	17,277,003.00
Expense					
Unrestricted G.O. Expenses					
4001 · Director Fees	2,600.00	2,500.00	6,400.00	10,000.00	30,000.00
4010 · Salaries- Administrative	18,620.80	20,173.00	72,155.60	80,692.00	242,078.00
4014 · Field Supervision	13,526.40	14,654.00	52,414.80	58,616.00	175,851.00
4020 · Salaries Office	15,423.80	16,709.00	56,968.27	66,836.00	200,503.00
4021 · External Affairs Wages	8,419.20	9,014.00	30,458.60	36,056.00	108,169.00
4022 · Part Time Employee	790.00	1,200.00	2,465.00	4,800.00	14,400.00
4027 · Office Supplies - Equipment Mai	1,549.49	3,667.00	14,706.73	14,668.00	44,000.00
4029 · Election Expenses	0.00	3,333.00	0.00	13,332.00	40,000.00
4031 · Legal Services	3,204.00	4,167.00	11,132.75	16,668.00	50,000.00
4032 · State Water Contract Services	3,834.75	3,833.00	15,339.00	15,332.00	46,000.00
4033 · Public Relations	250.00	11,250.00	7,930.63	45,000.00	135,000.00
4034 · Governmental Relations Consulti	7,000.00	7,167.00	28,000.00	28,668.00	86,000.00
4035 · Consulting & Engineering Expens	23,811.75	41,932.75	69,174.15	167,731.00	503,193.00
4036 · Medicare Tax Expense	1,173.43	1,265.00	4,475.88	5,060.00	15,175.00
4039 · PERS - Retirement Expenses	67,763.97	67,045.00	388,414.05	268,180.00	804,535.00
4040 · Social Security Tax Expense	3,558.63	4,797.00	14,822.65	19,188.00	57,558.00
4041 · State Compensation Fund	1,104.70	2,083.00	1,532.95	8,332.00	25,000.00
4042 · State Unemployment Insurance Ta	33.83	131.00	116.70	524.00	1,570.00
4043 · Health Insurance Expense	35,736.32	37,167.00	142,945.28	148,668.00	446,000.00

San Gabriel Valley Municipal Water District

Income Statement - Actual vs. Budget

October 2020

	Oct 20	Budget	Jul - Oct 20	YTD Budget	Annual Budget
4044 · Dental/ Vision Benefit Expense	2,981.36	6,417.00	11,242.58	25,668.00	77,000.00
4045 · Insurance - Liability, Casualty	0.00	3,167.00	20,404.07	12,668.00	38,000.00
4046 · Blue Cross Employee Reimburseme	4,339.32	5,000.00	9,660.18	20,000.00	60,000.00
4048 · Life Insurance	278.20	292.00	1,112.80	1,168.00	3,500.00
4050 · Dues and Associations	8,574.58	7,083.00	29,138.94	28,332.00	85,000.00
4051 · Travel and Conferences -Dir	475.00	2,083.00	1,645.00	8,332.00	25,000.00
4052 · Publications and Periodicals	0.00	54.00	0.00	216.00	650.00
4053 · State Water Contractors Audit	1,849.00	833.00	6,473.00	3,332.00	10,000.00
4054 · Financial Audit Expense	472.50	1,667.00	5,391.25	6,668.00	20,000.00
4055 · Travel & Conference -Staff	0.00	2,500.00	502.39	10,000.00	30,000.00
4057 · Taxes - Annual Fee	0.00	4,167.00	0.00	16,668.00	50,000.00
4058 · Tax Collection Fees	0.00	2,750.00	0.00	11,000.00	33,000.00
4059 · Property Tax Expense	588.95	54.00	588.95	216.00	650.00
4060 · Telephone Expense	3,591.29	3,333.00	13,637.46	13,332.00	40,000.00
4061 · Utilities - Gas, Electric, and	1,286.17	1,542.00	4,871.70	6,168.00	18,500.00
4062 · Conservation Materials	0.00		6,250.00		
4063 · Safety Program	0.00	417.00	0.00	1,668.00	5,000.00
4065 · Water Conservation/Rebates Prog	2,015.00	20,833.00	6,391.40	83,332.00	250,000.00
4067 · OPEB -Other Post Employment Ben	23,333.33	25,000.00	93,333.32	100,000.00	300,000.00
4090 · SWP Transportation Cost	16,173.08	208,333.00	32,274.01	833,332.00	2,500,000.00
4093 · Uniform and Material Rentals	278.68	375.00	1,184.39	1,500.00	4,500.00
4095 · Vehicle Maintenance, Operating	1,371.55	1,750.00	6,045.39	7,000.00	21,000.00
4096 · Communication Expense	551.85	517.00	2,207.40	2,068.00	6,200.00
4099 · Facility Maintenance	4,457.34	2,500.00	11,113.00	10,000.00	30,000.00
4100 · Salaries - Field Workers	20,826.31	22,498.00	78,375.90	89,992.00	269,974.00
4108 · Grounds Maintenance and Materia	1,991.00	2,750.00	6,547.59	11,000.00	33,000.00
4112 · Depreciation Expense	39,390.00		157,560.00		
4113 · Pipeline Maintenance & Material	770.39	4,167.00	1,480.19	16,668.00	50,000.00
4114 · SCADA Maintence	2,240.00	667.00	2,240.00	2,668.00	8,000.00
4120 · Grants	126,893.00	148,917.00	50,000.00	595,668.00	1,787,000.00
Total Unrestricted G.O. Expenses	473,128.97	731,753.75	1,479,123.95	2,927,015.00	8,781,006.00
Riverside Facility					
4300 · Salaries - Riverside	352.12	1,308.00	1,998.02	5,232.00	15,698.00
4301 · Riverside Maintenance and Mater	526.90	500.00	2,512.17	2,000.00	6,000.00
Total Riverside Facility	879.02	1,808.00	4,510.19	7,232.00	21,698.00
Hydro Expenses					
4402 · Salaries - Hydro	367.67	741.00	623.15	2,964.00	8,896.00
4403 · Hydro Maintenance Materials	0.00	1,125.00	1,354.00	4,500.00	13,500.00
4406 · Hydro So Cal Edison (8800)	293.64	433.00	1,089.18	1,732.00	5,200.00
Total Hydro Expenses	661.31	2,299.00	3,066.33	9,196.00	27,596.00
Restricted Expense					

San Gabriel Valley Municipal Water District
Income Statement - Actual vs. Budget
October 2020

	Oct 20	Budget	Jul - Oct 20	YTD Budget	Annual Budget
4510 · State Project Expense	240,777.00	671,060.00	2,812,732.00	2,684,240.00	8,052,719.00
4511 · State Project Amortization	8,034.00	8,083.00	32,136.00	32,332.00	97,000.00
4591 · State Project Cost of Water Adj	8,783.00		35,132.00		
Total Restricted Expense	257,594.00	679,143.00	2,880,000.00	2,716,572.00	8,149,719.00
Total Expense	732,263.30	1,415,003.75	4,366,700.47	5,660,015.00	16,980,019.00
Net Ordinary Income	-651,830.23	24,747.25	-3,658,255.56	98,989.00	296,984.00
Other Income/Expense					
Other Expense					
6001 · COVID-19 Expense	0.00		6,822.25		
Total Other Expense	0.00		6,822.25		
Net Other Income	0.00		-6,822.25		
Net Income	-651,830.23	24,747.25	-3,665,077.81	98,989.00	296,984.00

San Gabriel Valley Municipal Water District

TREASURERS INVESTMENT REPORT
(Activity ending September 30, 2020)

Report Date September 30, 2020

Certificates of Deposit \$5.0 Million authorized 11/10/2008 and \$5.0 Million authorized 6/8/2009

CUSIP#	ACCT. NO.	QUANTITY PURCHASED	BANKING INSTITUTION	RATE	DATE OF PURCHASE	DATE OF MATURITY	RATE OF INTEREST	YIELD TO MATURITY	INTEREST REC'D TTD	QUANTITY PURCHASED
14042E5M8	1013	\$240,000	CAPITAL ONE BANK NA	Fixed Rate	08/12/2015	08/12/2020	2.300%	2.300%	\$ 28,972.90	MATURED
06051VB70	1013	\$240,000	BANK OF AMERICA NA NC US	Fixed Rate	08/15/2018	07/17/2020	2.750%	2.750%	\$ 13,254.24	MATURED
45083AJX1	1013	\$240,000	IBERIABANK LA US	Fixed Rate	08/17/2018	08/17/2020	2.750%	2.750%	\$ 13,218.08	MATURED
98970LBA0	1013	\$240,000	ZIONS BANCORP UT US	Fixed Rate	02/21/2019	08/21/2020	2.500%	2.500%	\$ 8,991.78	MATURED
29976DA91	1013	\$240,000	EVERBANK JACKSONVI FL US	Fixed Rate	09/15/2015	09/15/2020	2.000%	2.000%	\$ 24,026.30	MATURED
60685BGY1	1013	\$240,000	MIZRAHI TEFAHOT BK CA US	Fixed Rate	06/22/2020	09/22/2020	0.100%	0.100%	\$ 60.49	MATURED
05584CFG6	1013	\$240,000	BNY MELLON NA NEW NY US	Fixed Rate	09/24/2018	09/24/2020	2.800%	2.800%	\$ 13,458.41	MATURED
59013JKC2	1013	\$240,000	MERRICK BK UT US	Fixed Rate	10/21/2015	10/21/2020	1.600%	1.600%	\$ 5,786.36	\$240,000
68621KCE9	1013	\$240,000	ORIENTAL BANK PR	Fixed Rate	09/28/2018	10/28/2020	2.900%	2.900%	\$ 13,939.07	\$240,000
20451PYY9	1013	\$240,000	COMPASS BK BIRMING AL US	Fixed Rate	11/28/2018	11/30/2020	3.100%	3.100%	\$ 11,149.81	\$240,000
36A99U959	1013	\$240,000	FIRST NATL BK OF M TX US	Fixed Rate	11/30/2018	11/30/2020	3.050%	3.050%	\$ 12,814.99	\$240,000
06428FSL2	1013	\$240,000	BANK OF CHINA NY B NY US	Fixed Rate	09/28/2020	12/28/2020	0.100%	0.100%	\$ -	\$240,000
084601SD6	1013	\$240,000	BERKSHIRE BKMA US	Fixed Rate	07/15/2019	01/15/2021	2.700%	2.700%	\$ 9,711.12	\$240,000
981993DG0	1013	\$200,000	COMENITY BANK DE US	Fixed Rate	08/29/2019	03/01/2021	1.800%	1.800%	\$ 4,015.86	\$200,000
90984P5B7	1013	\$240,000	UNITED CMNTY BK GA US	Fixed Rate	03/24/2017	03/24/2021	1.850%	1.850%	\$ 14,463.42	\$240,000
90348JY7	1013	\$240,000	UBS BANK UT US	Fixed Rate	04/03/2019	04/05/2021	2.550%	2.550%	\$ 8,702.11	\$240,000
919853GB1	1013	\$240,000	VALLEY NATL BANK NJ US	Fixed Rate	04/16/2020	04/16/2021	1.150%	1.150%	\$ -	\$240,000
55266CZA7	1013	\$240,000	MB FINL BK NA IL US	Fixed Rate	04/19/2018	04/19/2021	2.700%	2.700%	\$ 15,694.07	\$240,000
254672ZC5	1013	\$240,000	DISCOVER BANK DE US	Fixed Rate	06/08/2016	06/08/2021	1.500%	1.500%	\$ 12,604.93	\$240,000
07371CCS6	1013	\$240,000	BEAL BANK NV US	Fixed Rate	08/05/2020	06/09/2021	0.150%	0.150%	\$ -	\$240,000
02007GKP7	1013	\$240,000	ALLY BANK UT US	Fixed Rate	07/05/2019	07/06/2021	2.100%	2.100%	\$ 5,053.81	\$240,000
06740KNFO	1013	\$240,000	BARCLAY'S BK DE US	Fixed Rate	07/17/2019	07/19/2021	2.000%	2.000%	\$ 4,813.15	\$240,000
61690UJV3	1013	\$240,000	MORGAN STANLEY BK UT US	Fixed Rate	08/08/2019	08/09/2021	2.090%	2.090%	\$ 5,053.81	\$240,000
78658RDV0	1013	\$240,000	SAFRA NATL BK NY US	Fixed Rate	08/20/2020	08/19/2021	0.150%	0.150%	\$ -	\$240,000
14042OG61	1013	\$240,000	CAPITAL ONE BANK U VA US	Fixed Rate	09/28/2016	09/28/2021	1.700%	1.700%	\$ 12,251.18	\$240,000
61760A2X6	1013	\$240,000	MORGAN STANLEY PRV NY US	Fixed Rate	11/20/2019	11/20/2021	1.700%	1.700%	\$ 2,034.41	\$240,000
949763CZ7	1013	\$240,000	WELLS FARGO BK NA SD US	Fixed Rate	11/30/2016	11/30/2021	2.000%	2.000%	\$ 17,214.21	\$240,000
949495AR6	1013	\$240,000	WELLS FARGO NATL B NV US	Fixed Rate	01/29/2020	01/31/2022	1.800%	1.800%	\$ 2,887.87	\$240,000
8562846E9	1013	\$240,000	STATE BK INDIA NY US	Fixed Rate	02/09/2017	02/09/2022	2.250%	2.250%	\$ 16,214.79	\$240,000
45581EBQ3	1013	\$240,000	INDUSTRIAL AND COM NY US	Fixed Rate	08/28/2020	08/28/2022	0.200%	0.200%	\$ 40.77	\$240,000
12556LBU9	1013	\$240,000	CIT BANK NA CA US	Fixed Rate	03/26/2020	03/28/2022	1.050%	1.050%	\$ 1,270.36	\$240,000
649447TSB	1013	\$200,000	NEW YORK CMNTY BK NY US	Fixed Rate	06/12/2020	06/13/2022	0.250%	0.250%	\$ -	\$200,000
79545OA70	1013	\$240,000	SALLIE MAE BANK UT US	Fixed Rate	06/21/2017	06/21/2022	2.350%	2.350%	\$ 14,107.73	\$240,000
06251A2B5	1013	\$240,000	BANK HAPOALIM BM N NY US	Fixed Rate	07/22/2020	07/22/2022	0.250%	0.250%	\$ -	\$240,000
88224PLX5	1013	\$240,000	TEXAS CAP BK NA DA TX US	Fixed Rate	07/24/2020	07/25/2022	0.250%	0.250%	\$ -	\$240,000
319141JC2	1013	\$240,000	FIRST BK HIGHLAND IL US	Fixed Rate	11/01/2017	11/01/2022	2.150%	2.150%	\$ 12,892.93	\$240,000
080515CH0	1013	\$240,000	BELMONT SVGS BK MA US	Fixed Rate	02/28/2018	02/28/2023	2.700%	2.700%	\$ 16,741.53	\$240,000
44329ME41	1013	\$240,000	HSBC BANK USA NA VA US	Fixed Rate	05/08/2020	05/08/2023	1.000%	1.000%	\$ -	\$240,000
72345SKU4	1013	\$240,000	PINNACLE BANK TN US	Fixed Rate	05/08/2020	05/08/2023	0.700%	0.700%	\$ -	\$240,000
33847E3K1	1013	\$240,000	FLAGSTAR BANK MI US	Fixed Rate	05/29/2020	05/30/2023	0.450%	0.450%	\$ -	\$240,000
88241THK9	1013	\$240,000	TEXAS EXCHANGE BK TX US	Fixed Rate	06/02/2020	06/02/2023	0.700%	0.700%	\$ 423.44	\$240,000
90352RBE4	1013	\$240,000	USALLIANCE FED CRE NY US	Fixed Rate	09/29/2020	09/29/2023	0.300%	0.300%	\$ -	\$240,000

San Gabriel Valley Municipal Water District

**TREASURERS INVESTMENT REPORT
(Activity ending September 30, 2020)**

Report Date September 30, 2020

05581W2X2	1013	\$240,000	BMO HARRIS BK NA IL US	Fixed Rate	10/18/2019	10/18/2023	2.700%	2.700%	\$	3,603.28	\$240,000
05580AV87	1013	\$240,000	BMW BK OF NA NA UT US	Fixed Rate	02/28/2020	02/28/2024	1.650%	1.650%	\$	1,974.58	\$240,000
20033AS31	1013	\$240,000	COMENITY CAP BK UT US	Fixed Rate	03/15/2019	03/15/2024	2.950%	2.950%	\$	10,668.45	\$240,000
69506YRY7	1013	\$240,000	PACIFIC WSTN BK CA US	Fixed Rate	09/30/2020	09/30/2024	0.400%	0.400%	\$	-	\$240,000
02589AB68	1013	\$240,000	AMER EXPRESS NATL UT US	Fixed Rate	03/31/2020	03/31/2025	1.550%	1.550%	\$	1,865.10	\$240,000
81258PKJ1	1013	\$240,000	SEATTLE BANK WA US	Fixed Rate	06/02/2020	06/02/2025	0.750%	0.750%	\$	453.71	\$240,000
29278TPN4	1013	\$240,000	ENERBANK UT US	Fixed Rate	06/19/2020	06/19/2025	0.650%	0.650%	\$	264.98	\$240,000
GRAND TOTAL CD'S PURCHASED										\$10,000,000	

Money Market Account

When CD is in transition from maturity to repurchasing, it is entered into a money market account & this is the interest earned while in that account:

		Balance Forward	\$	1,521.80
* 07/08/20-09/30/20	UBS BANK USA DEPOSIT ACCOUNT ENTRY AS OF 07/08/20-09/30/20 INTEREST INCOME \$ 1.66 SECURITY/SYMBOL MMPFDI-919446		\$	3.72
		G. T. Money Market Interest Received Total To Date	\$	<u>1,525.52</u>

Recap of All CD Interest Received

TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2008-2009	\$19,619.98
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2009-2010	\$144,944.73
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2010-2011	\$96,652.58
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2011-2012	\$56,675.75
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2012-2013	\$51,793.98
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2013-2014	\$73,466.67
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2014-2015	\$86,491.81
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2015-2016	\$101,469.27
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2016-2017	\$123,833.68
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2017-2018	\$151,379.14
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2018-2019	\$201,846.40
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2019-2020	\$233,862.14
TOTAL INTEREST RECEIVED FOR FISCAL YEAR 2020-2021 AT SEPTEMBER 30, 2020	\$61,659.72
GRAND TOTAL INTEREST RECEIVED FOR ALL FY'S TO DATE	\$1,403,695.85

Local Agency Investment Fund (LAIF)

ACCT. NO.	INSTITUTION	PMIA AVERAGE	DAILY YIELD	BALANCE GEN. LEDGER
		MONTHLY 09/2020 EFFECTIVE YIELD	AT 09/30/20	
1009	LOCAL AGENCY INVESTMENT FUND - (GENERAL FUND)	0.685%	0.650%	\$16,334,700.25
GRAND TOTAL LOCAL AGENCY INVESTMENT FUND (SEE REPORT ATTACHED)				\$16,334,700

San Gabriel Valley Municipal Water District

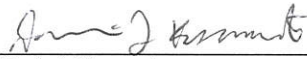
**TREASURERS INVESTMENT REPORT
(Activity ending September 30, 2020)**

Report Date September 30, 2020

SUMMARY	BALANCES
Local Agency Investment Fund - General Fund	\$ 16,334,700.25
UBS Certificates of Deposit Summary Total	\$ 10,000,000.00
UBS Certificates of Deposit Interest Fiscal Year 2020-2021 At Date September 30, 2020	\$ 61,659.72
UBS Bank USA Deposit Account/UBS Select Treasury Investor Fund	\$ 3.72
Money Balance Activities minus total dividend and interest income	\$ -
TOTAL INVESTMENTS	\$ 26,396,363.69
Cash Bank of America General Fund	\$635,910
Cash Bank of America Revolving Fund	\$74,580
Petty Cash Fund	\$300
GRAND TOTAL INVESTMENTS AND CASH LESS RESTRICTED FUNDS	\$ 27,107,153.79

I certify that this report accurately reflects all pooled investments and is in compliance with California Government Code Sections 53601(i), 53601.1, 53635(i) and 53646 and is in conformity with the San Gabriel Valley Municipal Water District's investment policy as stated in Resolution 10-95-489, dated 10/23/95.

As Treasurer of San Gabriel Valley Municipal Water District, I hereby certify that sufficient liquidity and anticipated revenues are available to meet the next six month's estimated expenditures.


 Darin J. Kasamoto
 Deputy Treasurer

10/20/2020
 Date

Type of Investment with title held in the name of San Gabriel Valley Municipal Water District:

CD'S Certificates of Deposit
 LAIF Local Agency Investment Fund
 MM Money Market Account



PMIA/LAIF Performance Report as of 10/14/20



PMIA Average Monthly Effective Yields⁽¹⁾

Sep	0.685
Aug	0.784
Jul	0.920

Quarterly Performance Quarter Ended 09/30/20

LAIF Apportionment Rate ⁽²⁾ :	0.84
LAIF Earnings Ratio ⁽²⁾ :	0.00002309407394024
LAIF Fair Value Factor ⁽¹⁾ :	1.004114534
PMIA Daily ⁽¹⁾ :	0.65%
PMIA Quarter to Date ⁽¹⁾ :	0.80%
PMIA Average Life ⁽¹⁾ :	169

Pooled Money Investment Account Monthly Portfolio Composition ⁽¹⁾ 09/30/20 \$109.2 billion

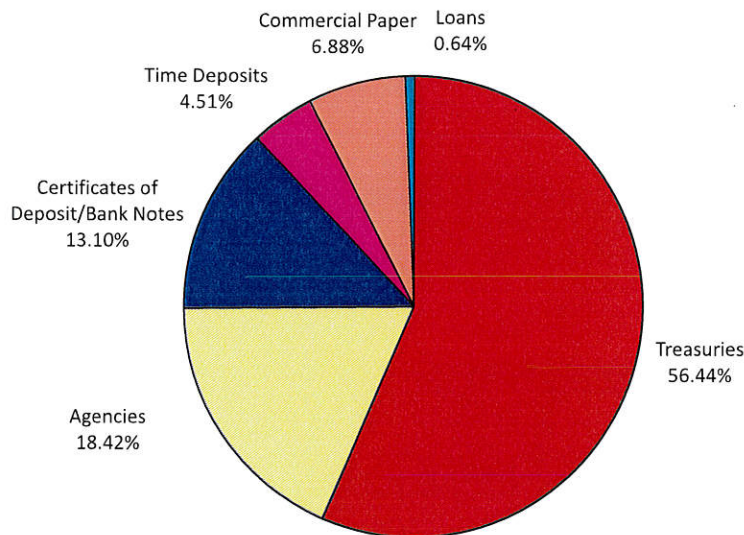


Chart does not include 0.01% of mortgages. Percentages may not total 100% due to rounding.

Daily rates are now available here. [View PMIA Daily Rates](#)

Notes: The apportionment rate includes interest earned on the CalPERS Supplemental Pension Payment pursuant to Government Code 20825 (c)(1) and interest earned on the Wildfire Fund loan pursuant to Public Utility Code 3288 (a).

Source:

⁽¹⁾ State of California, Office of the Treasurer

⁽²⁾ State of California, Office of the Controller



California State Treasurer
Fiona Ma, CPA



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POOLED MONEY INVESTMENT ACCOUNT

PMIA Average Monthly Effective Yields

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
1977	5.770	5.660	5.660	5.650	5.760	5.850	5.930	6.050	6.090	6.090	6.610	6.730
1978	6.920	7.050	7.140	7.270	7.386	7.569	7.652	7.821	7.871	8.110	8.286	8.769
1979	8.777	8.904	8.820	9.082	9.046	9.224	9.202	9.528	9.259	9.814	10.223	10.218
1980	10.980	11.251	11.490	11.480	12.017	11.798	10.206	9.870	9.945	10.056	10.426	10.961
1981	10.987	11.686	11.130	11.475	12.179	11.442	12.346	12.844	12.059	12.397	11.887	11.484
1982	11.683	12.044	11.835	11.773	12.270	11.994	12.235	11.909	11.151	11.111	10.704	10.401
1983	10.251	9.887	9.688	9.868	9.527	9.600	9.879	10.076	10.202	10.182	10.164	10.227
1984	10.312	10.280	10.382	10.594	10.843	11.119	11.355	11.557	11.597	11.681	11.474	11.024
1985	10.579	10.289	10.118	10.025	10.180	9.743	9.656	9.417	9.572	9.482	9.488	9.371
1986	9.252	9.090	8.958	8.621	8.369	8.225	8.141	7.844	7.512	7.586	7.432	7.439
1987	7.365	7.157	7.205	7.044	7.294	7.289	7.464	7.562	7.712	7.825	8.121	8.071
1988	8.078	8.050	7.945	7.940	7.815	7.929	8.089	8.245	8.341	8.397	8.467	8.563
1989	8.698	8.770	8.870	8.992	9.227	9.204	9.056	8.833	8.801	8.771	8.685	8.645
1990	8.571	8.538	8.506	8.497	8.531	8.538	8.517	8.382	8.333	8.321	8.269	8.279
1991	8.164	8.002	7.775	7.666	7.374	7.169	7.098	7.072	6.859	6.719	6.591	6.318
1992	6.122	5.863	5.680	5.692	5.379	5.323	5.235	4.958	4.760	4.730	4.659	4.647
1993	4.678	4.649	4.624	4.605	4.427	4.554	4.438	4.472	4.430	4.380	4.365	4.384
1994	4.359	4.176	4.248	4.333	4.434	4.623	4.823	4.989	5.106	5.243	5.380	5.528
1995	5.612	5.779	5.934	5.960	6.008	5.997	5.972	5.910	5.832	5.784	5.805	5.748
1996	5.698	5.643	5.557	5.538	5.502	5.548	5.587	5.566	5.601	5.601	5.599	5.574
1997	5.583	5.575	5.580	5.612	5.634	5.667	5.679	5.690	5.707	5.705	5.715	5.744
1998	5.742	5.720	5.680	5.672	5.673	5.671	5.652	5.652	5.639	5.557	5.492	5.374
1999	5.265	5.210	5.136	5.119	5.086	5.095	5.178	5.225	5.274	5.391	5.484	5.639
2000	5.760	5.824	5.851	6.014	6.190	6.349	6.443	6.505	6.502	6.517	6.538	6.535
2001	6.372	6.169	5.976	5.760	5.328	4.958	4.635	4.502	4.288	3.785	3.526	3.261
2002	3.068	2.967	2.861	2.845	2.740	2.687	2.714	2.594	2.604	2.487	2.301	2.201
2003	2.103	1.945	1.904	1.858	1.769	1.697	1.653	1.632	1.635	1.596	1.572	1.545
2004	1.528	1.440	1.474	1.445	1.426	1.469	1.604	1.672	1.771	1.890	2.003	2.134
2005	2.264	2.368	2.542	2.724	2.856	2.967	3.083	3.179	3.324	3.458	3.636	3.808
2006	3.955	4.043	4.142	4.305	4.563	4.700	4.849	4.946	5.023	5.098	5.125	5.129
2007	5.156	5.181	5.214	5.222	5.248	5.250	5.255	5.253	5.231	5.137	4.962	4.801
2008	4.620	4.161	3.777	3.400	3.072	2.894	2.787	2.779	2.774	2.709	2.568	2.353
2009	2.046	1.869	1.822	1.607	1.530	1.377	1.035	0.925	0.750	0.646	0.611	0.569
2010	0.558	0.577	0.547	0.588	0.560	0.528	0.531	0.513	0.500	0.480	0.454	0.462
2011	0.538	0.512	0.500	0.588	0.413	0.448	0.381	0.408	0.378	0.385	0.401	0.382
2012	0.385	0.389	0.383	0.367	0.363	0.358	0.363	0.377	0.348	0.340	0.324	0.326
2013	0.300	0.286	0.285	0.264	0.245	0.244	0.267	0.271	0.257	0.266	0.263	0.264
2014	0.244	0.236	0.236	0.233	0.228	0.228	0.244	0.260	0.246	0.261	0.261	0.267
2015	0.262	0.266	0.278	0.283	0.290	0.299	0.320	0.330	0.337	0.357	0.374	0.400
2016	0.446	0.467	0.506	0.525	0.552	0.576	0.588	0.614	0.634	0.654	0.678	0.719
2017	0.751	0.777	0.821	0.884	0.925	0.978	1.051	1.084	1.111	1.143	1.172	1.239
2018	1.350	1.412	1.524	1.661	1.755	1.854	1.944	1.998	2.063	2.144	2.208	2.291
2019	2.355	2.392	2.436	2.445	2.449	2.428	2.379	2.341	2.280	2.190	2.103	2.043
2020	1.967	1.912	1.787	1.648	1.363	1.217	0.920	0.784	0.685			



State of California
Pooled Money Investment Account
Market Valuation
9/30/2020

Description	Carrying Cost Plus		Fair Value	Accrued Interest
	Accrued Interest	Purch.		
1* United States Treasury:				
Bills	\$ 37,417,824,629.29	\$ 37,474,728,617.52	\$ 37,487,632,500.00	NA
Notes	\$ 24,217,353,058.19	\$ 24,217,068,836.30	\$ 24,537,427,000.00	\$ 100,593,584.00
1* Federal Agency:				
SBA	\$ 478,234,257.41	\$ 478,234,257.41	\$ 473,998,037.29	\$ 203,278.39
MBS-REMICs	\$ 15,101,609.67	\$ 15,101,609.67	\$ 15,926,606.86	\$ 70,087.53
Debentures	\$ 2,733,358,224.09	\$ 2,732,582,182.96	\$ 2,748,442,680.00	\$ 6,581,289.90
Debentures FR	\$ -	\$ -	\$ -	\$ -
Debentures CL	\$ 725,000,000.00	\$ 725,000,000.00	\$ 725,479,000.00	\$ 1,769,501.00
Discount Notes	\$ 15,463,600,958.36	\$ 15,374,456,486.18	\$ 15,475,375,200.00	NA
1* Supranational Debentures	\$ 515,860,149.28	\$ 515,678,738.16	\$ 517,238,400.00	\$ 2,195,871.75
1* Supranational Debentures FR	\$ 200,097,007.00	\$ 200,097,007.00	\$ 200,087,081.70	\$ 118,962.61
2* CDs and YCDs FR	\$ 600,000,000.00	\$ 600,000,000.00	\$ 600,157,000.00	\$ 139,847.22
2* Bank Notes	\$ -	\$ -	\$ -	\$ -
2* CDs and YCDs	\$ 13,700,405,817.10	\$ 13,700,183,594.88	\$ 13,699,564,192.25	\$ 15,421,222.21
2* Commercial Paper	\$ 7,509,491,061.13	\$ 7,517,418,898.58	\$ 7,518,422,005.55	NA
1* Corporate:				
Bonds FR	\$ -	\$ -	\$ -	\$ -
Bonds	\$ -	\$ -	\$ -	\$ -
1* Repurchase Agreements	\$ -	\$ -	\$ -	\$ -
1* Reverse Repurchase	\$ -	\$ -	\$ -	\$ -
Time Deposits	\$ 4,929,000,000.00	\$ 4,929,000,000.00	\$ 4,929,000,000.00	NA
AB 55 & GF Loans	\$ 694,298,000.00	\$ 694,298,000.00	\$ 694,298,000.00	NA
TOTAL	\$ 109,199,624,771.52	\$ 109,173,848,228.66	\$ 109,623,047,703.65	\$ 127,093,644.61

Fair Value Including Accrued Interest

\$ 109,750,141,348.26

* Governmental Accounting Standards Board (GASB) Statement #72

Repurchase Agreements, Time Deposits, AB 55 & General Fund loans, and Reverse Repurchase agreements are carried at portfolio book value (carrying cost).

The value of each participating dollar equals the fair value divided by the amortized cost (1.004114534). As an example: if an agency has an account balance of \$20,000,000.00, then the agency would report its participation in the LAIF valued at \$20,082,290.67 or \$20,000,000.00 x 1.004114534.

San Gabriel Valley Municipal Water District
REVOLVING FUND RECAP
October 22, 2020

Check No.	Date	Description	Amount
11714-11717	10/22/20	Payroll Expense	\$ 28,980.51
EFT	10/22/20	Payroll Expense - PERS	\$ 7,052.64
Wires	10/22/20	Federal & State Payroll Taxes	\$ 12,137.64
EFT	10/22/20	State Compensation Insurance	\$ 1,104.70
11718	10/22/20	Charter	\$ 239.98
11719	10/22/20	Lowes	\$ 46.18
11720	10/22/20	Shell	\$ 133.36
October 22, 2020 GRAND TOTAL DISBURSEMENTS.....			<u>\$ 49,695.01</u>

REVOLVING FUND RECAP
November 05, 2020

Check No.	Date	Description	Amount
11721-11723	11/05/20	Payroll Expense	\$ 28,821.63
EFT	11/05/20	Payroll Expense - PERS	\$ 7,052.64
Wires	11/05/20	Federal & State Payroll Taxes	\$ 11,260.14
11724	11/05/20	Frontier	\$ 235.22
November 05, 2020 GRAND TOTAL DISBURSEMENTS.....			<u>\$ 47,369.63</u>

REVOLVING FUND RECAP
November 07, 2020

Check No.	Date	Description	Amount
*11729	11/07/20	Steve Kiggins - 15 Year Anniversary	\$ 300.00
Wires	11/07/20	Federal & State Payroll Taxes	\$ 8.84
November 07, 2020 GRAND TOTAL DISBURSEMENTS.....			<u>\$ 308.84</u>

REVOLVING FUND RECAP
November 09, 2020

Check No.	Date	Description	Amount
11725	11/09/20	Bruce H Knoles	\$ 182.70
11726	11/09/20	Mark R Paulson	\$ 548.10
11727	11/09/20	Miles L Prince	\$ 365.40
11728	11/09/20	Thomas Wong	\$ 307.40
Wires	11/09/20	Federal & State Payroll Taxes	\$ 339.20
November 09, 2020 GRAND TOTAL DISBURSEMENTS.....			<u>\$ 1,742.80</u>

11:38 AM

San Gabriel Valley Municipal Water District
Transactions by Account
As of October 25, 2020

11/05/20

Accrual Basis

Type	Date	Num	Name	Amount
1001 · General Fund Bank of America				
Bill Pmt -Check	10/20/2020	EFT	BeniComp (Corp)	-45.53
Bill Pmt -Check	10/21/2020	EFT	BeniComp (Corp)	-3,215.33
Bill Pmt -Check	10/23/2020	EFT	BeniComp (Corp)	-2,210.40
Total 1001 · General Fund Bank of America				-5,471.26
TOTAL				-5,471.26

11:35 AM

San Gabriel Valley Municipal Water District
Transactions by Account
As of October 26, 2020

11/05/20

Accrual Basis

Type	Date	Num	Name	Amount
1001 · General Fund Bank of America				
Bill Pmt -Check	10/26/2020	41820	Alliance Communication Services (Co...	-130.00
Bill Pmt -Check	10/26/2020	41821	Athens (Corporation)	-141.47
Bill Pmt -Check	10/26/2020	41822	Azusa Plumbing Supply (Corp)	-54.75
Bill Pmt -Check	10/26/2020	41823	BA ACC ANALYSIS	-359.69
Bill Pmt -Check	10/26/2020	41824	Battery Sales Unlimited	-92.58
Bill Pmt -Check	10/26/2020	41825	California Advocates, Inc. (Corp)	-7,000.00
Bill Pmt -Check	10/26/2020	41826	City of Alhambra (Public Works)	-126,893.00
Bill Pmt -Check	10/26/2020	41827	DWR	-440,693.00
Bill Pmt -Check	10/26/2020	41828	Ernst & Young LLP (Attorney)	-1,849.00
Bill Pmt -Check	10/26/2020	41829	ExxonMobil	-1,238.19
Bill Pmt -Check	10/26/2020	41830	Frontier	-354.05
Bill Pmt -Check	10/26/2020	41831	Grainger (Corp)	-145.63
Bill Pmt -Check	10/26/2020	41832	HDR Engineering, Inc. (Corp)	-13,237.25
Bill Pmt -Check	10/26/2020	41833	Lagerlof, LLP (Atty)	-3,204.00
Bill Pmt -Check	10/26/2020	41834	Linda S Glau, CPA	-472.50
Bill Pmt -Check	10/26/2020	41835	Millennium Knight, Inc	-325.00
Bill Pmt -Check	10/26/2020	41836	Moss, Levy & Hartzheim LLP	-2,500.00
Bill Pmt -Check	10/26/2020	41837	PRAXAIR Distribution Inc (Corp)	-558.22
Bill Pmt -Check	10/26/2020	41838	Public Storage	-230.00
Bill Pmt -Check	10/26/2020	41839	Public Water Agencies Group (PWAG)	-734.18
Bill Pmt -Check	10/26/2020	41840	SBC Tax Collector	-568.56
Bill Pmt -Check	10/26/2020	41841	SCE	-316.77
Bill Pmt -Check	10/26/2020	41842	Sparkletts	-64.82
Bill Pmt -Check	10/26/2020	41843	Stetson Engineers, Inc.	-2,134.50
Bill Pmt -Check	10/26/2020	41844	The Gas Company	-19.28
Bill Pmt -Check	10/26/2020	41845	United Rentals	-352.11
Bill Pmt -Check	10/26/2020	41846	Verizon Wireless (M2M)	-554.66
Bill Pmt -Check	10/26/2020	41847	Western Water Works Supply Co.	-866.58
Bill Pmt -Check	10/26/2020	41848	Window Magic Co	-275.00
Bill Pmt -Check	10/26/2020	41849	Cash Revolving Fund	-70,000.00
Total 1001 · General Fund Bank of America				-675,364.79
TOTAL				-675,364.79

11:47 AM

San Gabriel Valley Municipal Water District
Transactions by Account
As of November 9, 2020

11/05/20

Accrual Basis

Type	Date	Num	Name	Amount
1001 · General Fund Bank of America				
Bill Pmt -Check	11/09/2020	41850	Alsco (Corp)	-278.68
Bill Pmt -Check	11/09/2020	41851	American Water Works Association	-572.00
Bill Pmt -Check	11/09/2020	41852	ATT	-345.30
Bill Pmt -Check	11/09/2020	41853	Azusa Light & Water	-826.96
Bill Pmt -Check	11/09/2020	41854	BOA-Visa	-2,720.54
Bill Pmt -Check	11/09/2020	41855	C V Strategies (Corp)	-2,950.00
Bill Pmt -Check	11/09/2020	41856	Cal Matrix Pest & Termite Co.(Corp)	-240.00
Bill Pmt -Check	11/09/2020	41857	California Advocates, Inc. (Corp)	-7,000.00
Bill Pmt -Check	11/09/2020	41858	Cash Revolving Fund	-70,000.00
Bill Pmt -Check	11/09/2020	41859	City of Monterey Park2	-250.00
Bill Pmt -Check	11/09/2020	41860	D.H. Maintenance Services	-160.00
Bill Pmt -Check	11/09/2020	41861	DePinto Morales Communications, Inc.	-14,229.06
Bill Pmt -Check	11/09/2020	41862	Dig Safe Board	-136.76
Bill Pmt -Check	11/09/2020	41863	DigAlert (Corporation)	-906.25
Bill Pmt -Check	11/09/2020	41864	DWR	-8,783.00
Bill Pmt -Check	11/09/2020	41865	Fish N Weeds (Corp)	-1,465.00
Bill Pmt -Check	11/09/2020	41866	Frontier	-768.56
Bill Pmt -Check	11/09/2020	41867	Grainger (Corp)	-110.19
Bill Pmt -Check	11/09/2020	41868	Henry Radio, Inc. (Corp)	-144.00
Bill Pmt -Check	11/09/2020	41869	Kennedy/Jenks Consultants (Corp)	-1,955.00
Bill Pmt -Check	11/09/2020	41870	Maria Jarmin	-54.74
Bill Pmt -Check	11/09/2020	41871	Mission ACE Hardware (Corp)	-30.09
Bill Pmt -Check	11/09/2020	41872	SCE	-439.93
Bill Pmt -Check	11/09/2020	41873	SoCal SCADA Solutions LLC	-2,240.00
Bill Pmt -Check	11/09/2020	41874	Thinking Green Consultants	-2,015.00
Bill Pmt -Check	11/09/2020	41875	United Rentals	-352.11
Bill Pmt -Check	11/09/2020	41876	USA Blue Book	-212.17
Bill Pmt -Check	11/09/2020	41877	Verizon Business Services	-629.12
Bill Pmt -Check	11/09/2020	41878	Verizon Wireless	-295.00
Bill Pmt -Check	11/09/2020	41879	Wells Fargo Vendor Fin Serv	-316.09
Total 1001 · General Fund Bank of America				-120,425.55
TOTAL				-120,425.55

AGENDA ACTION ITEM NO. 1

RESOLUTION NO. 11-2020-775 APPOINTING WATERMASTER REPRESENTATIVE

RECOMMENDED ACTION: None

BACKGROUND: This is an annual appointment, Director Placido is currently the Representative.

RESOLUTION NO. 11-2020-775

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
APPOINTING WATERMASTER REPRESENTATIVE**

**BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SAN GABRIEL
VALLEY MUNICIPAL WATER DISTRICT** that _____ is appointed to
Represent the District as a member of the Main San Gabriel Basin Watermaster
for the 2021 calendar year.

BE IT FURTHER RESOLVED that the Secretary shall transmit a certified copy of
this resolution to the Secretary at the Main San Gabriel Basin Watermaster with a
request that _____ appointment be confirmed.

PASSED, APPROVED AND ADOPTED on November 9, 2020.

President Thomas Wong

ATTEST:

Secretary Steven T. Placido, DDS

AGENDA ACTION ITEM NO. 2

RESOLUTION NO. 11-2020-776 APPOINTING WQA REPRESENTATIVE

RECOMMENDED ACTION: None

BACKGROUND: This is a four-year appointment; the current Representative is Director Paulson

RESOLUTION NO. 11-2020-776

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT
APPOINTING A REPRESENTATIVE AND ALTERNATE TO
SERVE ON THE BOARD OF THE SAN GABRIEL BASIN
WATER QUALITY AUTHORITY**

WHEREAS, on September 22, 1992, Senate Bill 1679 was signed into law by Governor Pete Wilson authorizing the creation of the San Gabriel Basin Water Quality Authority (WQA); and

WHEREAS, the Board of the San Gabriel Basin Water Quality Authority is composed of seven members with three appointed members from each of the three municipal water districts, one elected city council person from cities in the San Gabriel Basin with prescriptive pumping rights, one elected city council person from cities in the San Gabriel Basin without prescriptive pumping rights, and two appointed members representing water producers in the San Gabriel Basin; and

WHEREAS, the San Gabriel Valley Municipal Water District is one of the municipal water districts in the San Gabriel Basin; and

WHEREAS, it is now time to appoint the municipal water district's representatives and alternates for the four-year term commencing on January 1, 2021; and

WHEREAS, said appointments shall be made by Resolution adopted by the majority of the Board.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT AS FOLLOWS:

Section 1. _____ is hereby appointed as the representative to the governing Board of WQA.

Section 2. _____ is hereby appointed as the alternate representative to the governing Board of the WQA.

PASSED, APPROVED AND ADOPTED this 9th day of November, 2020.

President

ATTEST:

Secretary

(SEAL)

AGENDA ACTION ITEM NO. 3

PROPOSALS FOR WEBSITE FORMAT AND PROGRAMMING SERVICES

RECOMMENDED ACTION: Award proposal for Website Design to CV Strategies for \$9,750 plus 20% contingency

BACKGROUND: The District's website was last updated in 2016, since then there have been several compliance regulations that have been adopted by the State of California that require the website to be ADA compliant, easily accessible and transparent.

The District received four proposals for the redesign from CV Strategies, Milo Digital, Streamline and Ready ArtWork. After reviewing the submitted proposals with the External Affairs Committee, the committee recommends the board to award the proposal to CV Strategies.

BUDGET IMPACT: In anticipation of this, funding was allocated under the External Affairs Budget in the 2020-2021 Budget which was adopted in June 2020.

PRIOR BOARD ACTION: None

SGVMWD Website Review

Proposer	Quals		Understanding				Creativity	Schedule	Budget
	Firm	Team	Home Page & Template	Content Layout	Function	Maintenance			
CV Strategies	Well qualified and familiar with District	Greg Galindo has big role; staff is known from past projects	Mock-ups using Adobe Illustrator. Does not mention integration of DNA of existing District materials;	They mention "crafting content" which is not needed. Word Press recommended. They populate content.	Modern Tribe calendar; WordPress template; they use WCAG WordPress plug-in	Did not address initially; site is backed up daily; maintenance appears to be provided in-kind at no cost; measure activity with Google and Heat Reaper	Plenty of in-house design and illustration available; did not indicate how to deal with existing design DNA; existing creative is fairly similar for all their websites; proposal is basic/cookie cutter; they want to describe "Value"	Slow start-up, proposing 5 months to finish; need Plan and Timeline sooner than January; need website done by mid-late March; they can expedite	Budget of \$9,750 is low; hosting by WP Engine is \$25 per month; budget would need to be increased in early creative phase and content migration phase
Milo Team, content migration, maintenance, more on ADA, multi-lingual, \$95/month for hosting expensive	Average; located in South Bay; not sure of status of firm; some ADA	Did not identify team or lead contact; works with sub-contractors	Covered under the label of theme development; custom dashboard; last time he exhibited creativity	Process is clear; allotted 12 hours for content migration; did not address if that will complete the process or how it involves Albert; uses Beaver Builder and Word Press	What is Milo Engine framework and how does it work with Wordpress? Good on Mobile and secure hosting. Did not mention ADA; has experience with ADA	\$95/month; staff training not addressed	Hard to tell from proposal; nothing new or innovative proposed	90+ days	\$18,500 or \$12,025 with 2-year maintenance retainer of \$625/month; \$95/month hosting
Ready Artwork	Well qualified; high end	Staff is known quantity; they are located in Monrovia	Proposing three alternatives to be reviewed by District; they can customize templates by Word Press	We seem to be disconnecting on the issue of how content is inputted by combination of RA and Albert; Site Map is confusing	Very complicated descriptions of unique pages and application pages and feature development; look for redundancy and/or unnecessary	Three different options, each is expensive; can	Proven creative capability during video production; they can customize templates by Word Press	12-15 weeks	Very expensive; Retainer program is high, won't need 20 hours per month;
Streamline	Special District focus; Located in Sacramento;	Good outline of project team;	Is this accomplished by Theme Customizer? Who does the design? Streamline or SGVMWD?	Take them up on their offer to build a demo site.	Good for online rebates, newsletters, calendar, videos; Is Cloud based good? Dashboard layout ok; states ADA compliance; what is Drupal platform? Hard to believe content may be migrated in one hour?? Email blast and analytics functions good;	Staff training is addressed; unlimited support is promised with monthly fee; unclear how they and Albert would work together over time	Unclear how custom design templates can be; take advantage of their offer to build demo site	Not clear what schedule is; try their demo site	No discount as SGVMWD is not CSDA member; Pricing is monthly fee based on revenue(?) of District; unlimited support promised; roughly \$8,200 per year....

Submission of Proposal

SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT

For Website Format and Programming Services

SUBMITTED THURSDAY, OCTOBER 22, 2020, BY:



Erin Gilhuly

Founder & President, CV Strategies

erin@cvstrat.com | ph: 760.641.0739

This proposal is valid for the next 90 days.

CV STRATEGIES

PRECISION IN PERCEPTION™

Los Angeles • Palm Desert • Sacramento

CVSTRATEGIES.COM

October 22, 2020

Evelyn Reyes,
External Affairs Manager
San Gabriel Valley Municipal Water District
1402 N. Vosburg Drive
Azusa, CA. 91702

Dear Ms. Reyes;

Thank you for considering CV Strategies for the Website Format and Programming project. We understand you are looking for a firm to guide your team through a complete evaluation of the current website and an overall redesign and conversion to a more dynamic and user-friendly website to better serve your stakeholders.

After supporting San Gabriel Valley Municipal Water District through its strategic planning process and from there, building the Annual Report, we are clearly invested in the success of your organization. Leveraging our history with SGVMWD, CV Strategies will, in collaboration with staff, use its knowledge of the District's values and aesthetic to realize your vision for a modern, beautiful site developed with movement and the end user in mind.

CV Strategies has a broad base of experience in the development of effective websites for the water industry and looks forward to partnering with SGVMWD on this project.

Our firm is currently engaged in communication efforts for more than 100 public agencies across California, including website development and maintenance, strategic counsel and crisis communications. Our team is deeply rooted in Southern California, where we maintain strong connections with all levels of our diverse market as residents and business leaders.

We maintain a full in-house staff of strategic planners, brand managers, web specialists, public relations experts, content specialists (both English and Spanish), graphic designers, photographers, and videographers. Our team is available 24 hours a day, 7 days a week to assist you.

We look forward to continuing our collaboration with SGVMWD and are happy to present this proposal, which is firm and binding for up to 90 days from the date of receipt.

Sincerely,



Erin Gilhuly
Founder, President
CV Strategies

erin@cvstrat.com | ph: 760.641.0739

COMPANY INFORMATION

COMPANY NAME CV STRATEGIES

FORM OF BUSINESS S-CORPORATION

ADDRESS 73700 DINAH SHORE DRIVE, SUITE 402
PALM DESERT, CA 92211

PHONE # 760.776.1766 **FAX #** 760.776.1760

RESPONSE CONTACT ERIN GILHULY

EMAIL ADDRESS ERIN@CVSTRAT.COM

WEBSITE CVSTRATEGIES.COM



FIRM'S QUALIFICATIONS



CV Strategies is a communications and community engagement firm that leverages expertise, influence and instincts to enhance the ways public agencies tell their stories. Founded in 2007 by former television news director Erin Gilhuly, CV Strategies helps clients blend media, messaging and audiences to connect with communities and drive support on the issues that matter. CV Strategies' staff of 20 is made up of former journalists, news executives, marketing experts and designers who use their storytelling skills to provide value to clients.

The firm is currently involved in active, ongoing communications initiatives with more than 100 public agencies throughout California. Our strategists provide support on issues as diverse as branding, website design, strategic planning, crisis communications, public education campaign architecture, and tactical outreach implementation. Our extensive experience makes us adept at crafting effective messaging for organizations with varying stories to tell.

The firm has developed conservation, education and engagement campaigns for clients across California. With offices in Palm Desert, Los Angeles, and Sacramento, our team members leverage their diverse expertise, contacts, and skill sets to support water industry, energy and government clients. Our firm is deadline-oriented and driven to deliver updates and results that identify measurable targets and achieve progress throughout a project's scope.

We craft websites with a diverse set of tactics that help clients meet their communications objectives with a wide variety of audiences. Through planning, research and strategic implementation, we create interactive digital spaces that capture audience attention and make it easy to find information. To build the most effective digital space, our consultants create an organizational foundation for the site and reimagine the user experience in collaboration with staff. We evaluate past shortcomings and leverage past success to develop innovative solutions to communication challenges. CV Strategies unites these elements into a website that reflects the organization's vision and ensures achievement of communication goals.

THE CV STRATEGIES NEXUS



WE UNDERSTAND PUBLIC AGENCIES.

With over 100 current public agency clients across the state, CV Strategies consultants have an intimate knowledge of municipalities and special districts, and are well versed in the tactics that enhance customer engagement and messaging success.



WE THINK HOLISTICALLY.

Our professionals are experienced in gathering and analyzing information in pursuit of a comprehensive and holistic strategic approach. The guidance and counsel we provide is engineered out of an in-depth understanding of client nuance and need.



WE KNOW THE REGION.

We understand the unique relationships, communities, and issues of the region, as well as the messages that resonate with area stakeholders. In addition, an extensive portfolio of strategic communication initiatives for public sector and renewable energy clients throughout the state has fostered a deep understanding of the issues that impact California communities.



WE DO ALL OUR WORK IN HOUSE.

CV Strategies offers a full suite of in-house creative services - concepting, copywriting, design, web production, photography, videography, social and digital media. This combined-services approach improves control of costs and deadlines, while close interaction between designers, copywriters and account coordinators results in deliverables that are cohesive, targeted, and harmonious.



WE ARE SKILLED STORYTELLERS.

Our backgrounds in journalism, advertising, design, film production and social media marketing have honed keen storytelling instincts that help create dynamic visuals and compelling copy.

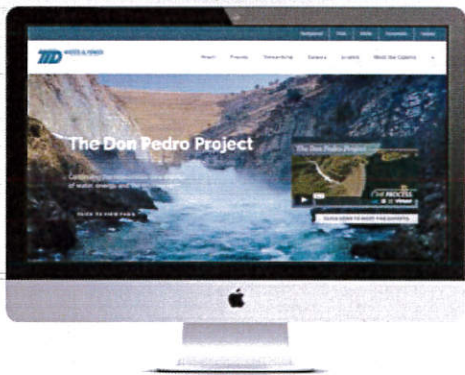
WEBSITE EXAMPLES



yourwaterfootprint.org



www.conservecoachella.com



www.tiddonpedro.com



riversandlands.org



launchapprenticeship.org



www.yourscvwater.com

PARTIAL CLIENT LIST

Below is a brief list of pertinent agencies and cities for which CV Strategies has developed outreach and messaging campaigns

- Arrowhead Regional Medical Center
- Association of California Water Agencies Joint Powers Insurance Authority
- Beaumont-Cherry Valley Water District
- Bellflower-Somerset Mutual Water Company
- California Association of Local Agency Formation Commissions
- California Domestic Water Company
- California Special Districts Association
- California Utility Executive Management Association
- Casitas Water District
- Castro Valley Sanitary District
- Chino Basin Water Conservation District
- Chino Basin Watermaster
- City of Banning
- City of Beaumont
- City of Chino
- City of Chino Hills
- City of Coachella
- City of Corona
- City of Coronado
- City of Desert Hot Springs
- City of Eastvale
- City of Eureka
- City of Indio
- City of La Quinta
- City of Needles
- City of Oxnard
- City of Palm Springs
- City of Palm Desert
- City of Pomona
- City of Rancho Cucamonga
- City of Rialto
- City of San Carlos
- City of Santa Ana
- City of Vallejo
- Coachella Valley Regional Water Management Group
- Coachella Valley Water District
- Coachella Water Authority & Sanitary District
- College of the Desert
- Crescenta Valley Water District
- Cucamonga Valley Water District
- Desert Cancer Foundation
- Desert Healthcare District
- Eastern Municipal Water District
- East Valley Water District
- Elsinore Valley Municipal Water District
- FIND Food Bank
- First Solar
- Growing Coachella Valley
- Hi-Desert Water District
- Indio Water Authority
- Inland Empire/Desert Regional Consortium
- Jurupa Community Services District
- Large-Scale Solar Association
- Main San Gabriel Basin Watermaster
- Mission Springs Water District
- Moulton Niguel Water District
- Myoma Dunes Water Company
- NextEra Energy Resources
- Norco Community College
- Orange County LAFCO
- Ontario Municipal Utilities Company
- Palmdale Water District
- Palmdale Recycled Water Authority
- Pico Water District
- PlanIt Printworks
- Puente Basin Water Agency
- Rancho California Water District
- Rialto Water Services
- Rivers and Lands Conservancy
- Rowland Water District
- Salton Sea Action Committee
- San Bernardino County Superintendent of Schools
- San Bernardino Municipal Water Department
- San Bernardino Valley Municipal Water District
- San Diego Miramar College
- San Gabriel County Water District
- San Gabriel Valley Municipal Water District
- San Gabriel Valley Water Association
- San Geronimo Pass Water Agency
- Santa Ana Watershed Project Authority
- SCV-GSA
- SCV Water
- Turlock Irrigation District
- United Water Conservation District
- Valley County Water District
- Valley of the Moon Water District
- Valley Sanitary District
- Walnut Valley Water District
- West County Wastewater District
- West Valley Water District
- Western Municipal Water District
- Zone 7 Water Agency

REFERENCES

Over the years, CV Strategies has nurtured a growing stable of satisfied clients. We proudly present a small sampling of references that successfully capitalized on the strength and depth of the CV Strategies team and the website development services we provide.

SAN GABRIEL BASIN WATER QUALITY AUTHORITY

CONTACT Stephanie Moreno, General Manager
Stephanie@WQA.com | Ph: 626.338.5555

Designed website, revising content and creating a completely altered user experience based on an existing site. The previous site had navigation issues and out-of-date information. Working with staff, we updated and provided an entirely new website and CMS platform that is clean, modern and reflective of the agency's vision.

WEBSITE: wqa.com

UNITED WATER CONSERVATION DISTRICT

CONTACT Kris Sofley, Executive Assistant
kriss@unitedwater.org | Ph: 805.525.4431

In an effort to increase stakeholder understanding and further the mission of United Water Conservation District, the creation of a new website was identified by the Board of Directors as a major initiative in its Strategic Plan. CV Strategies was brought in to create a truly compelling and visually interesting site, designed to tell the story of the District from its 70-year history of collaboration in Ventura County to the innovative steps the District is taking to ensure future water reliability for its retail agencies.

WEBSITE: UnitedWater.org

ACWA JPIA

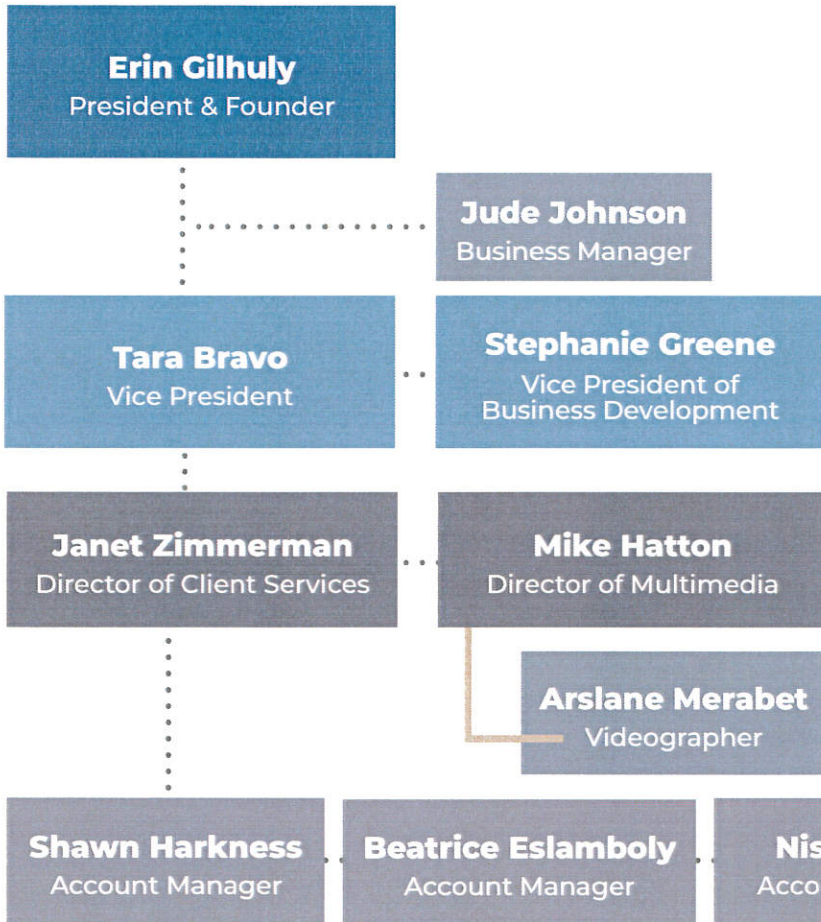
CONTACT Walter "Andy" Sells, Chief Executive Officer
asells@acwajpia.com | Ph: 916.774.7050 x3140

ACWA JPIA needed an easy-to-navigate, straightforward site that helped customers find the latest information and resources. They brought in CV Strategies to create a streamlined site. CV Strategies audited hundreds of links and pages to identify current information and build an intuitive site map. We collaborated with staff to execute an aesthetically pleasing, modern site that matched the vision of leadership and the needs of the industry. CV Strategies also provided training and ongoing support. Now, staff updates the website exclusively, armed with the skills they need to keep content fresh and resources close at hand.

WEBSITE: www.acwajpia.com



ORGANIZATIONAL STRUCTURE



CV Strategies is a comprehensive community engagement firm founded in 2007 by former news director Erin Gilhuly. CV Strategies has 20 employees serving more than 100 public agencies across California.

Key Contact/Project Manager:

Tara Bravo, Vice President
Ph: 510.300.5843 | Email: tara@cvstrat.com

PERCENTAGE OF AVAILABILITY

Erin Gilhuly	5%
Tara Bravo	10%
Janet Zimmerman	10%
Lynn Oliva	10%
Marcos DeHaro	10%
Greg Galindo	40%
Chelsea Van Es	15%

AVAILABILITY & KEY PERSONNEL*

CV Strategies balances the demands of all client work to ensure objectives are completed in a timely manner and to the satisfaction of the client. A hallmark of our work is the ongoing close collaboration that we maintain with clients through regular meetings (video/calls/in-person), in-house coordination with staff via our project management system Monday.com, and other procedures honed over years of working with a large list of active clients.

For this project, key personnel will be assigned and all will work 24/7 for the duration of the contract to exceed expectations and deliver the best outcome. One of our core policies is the promise of a quick response time to client questions and outreach. The team for this project will include:

- **Project Director:** Erin Gilhuly
- **Project Manager:** Tara Bravo
- **Lead Copywriter:** Janet Zimmerman
- **Graphics Team:** Lynn Oliva and Marcos DeHaro
- **Website Team:** Greg Galindo and Chelsea Van Es



Information on Subcontractors: CV Strategies employs a full complement of in-house designers, web and social media specialists, content strategists, videographers and photographers. No sub-consultants will be needed for completion of work in this proposal.

KEY PERSONNEL

Erin Gilhuly - PROJECT DIRECTOR

President & Founder

An Emmy award-winning journalist with over 25 years in the communications industry, Erin Gilhuly is the President and Founder of CV Strategies, a Southern California strategic communications and public engagement firm serving corporate, government and non-profit clients. Erin has led the communications and public affairs support team and overseen graphics development for myriad cities, water districts, and nonprofit organizations across the state for more than a decade. As a master trainer and talented mediator, she has provided guidance to numerous government agencies through the strategic planning process, leading workshops and providing key messaging strategies to gain positive public perception. Her insights into the minds of reporters and editors are often one step ahead of the story of the day, offering a highly valuable service that is difficult to match.

Projects: Directs all work produced by CV Strategies, including graphics concepts.

- » College of the Desert - Directs all outreach and strategic planning related to the president/superintendent's annual State of the College event for more than 200 regional thought leaders and influencers. The project involves advertising, content and design of a 60-page annual report, event planning, speech writing and numerous videos for the event presentation.
- » City of Banning - Leads general outreach, including development of a strategic communications plan and collateral.
- » Desert Healthcare District - Directed and managed a comprehensive educational effort that included creation of an online Coachella Valley COVID-19 Resource Center, news releases, newsletter content, social media and media coverage.

Stephanie Greene

Vice President of Business Development

Stephanie has been an active and influential marketing professional in the Southern California region for over 35 years, coordinating major marketing efforts that cover government agencies/municipalities, transportation, non-profits, tourism/attractions, shopping malls, Native American casinos, and residential real estate. Prior to founding FG Creative in 2002, she was a Marketing Director at OC/LA shopping centers, including Fashion Island, Westminster Mall and Tustin MarketPlace. She was named businessperson of the year in 1997 in Westminster, CA, a "Top 30 Influential Women" in 2015 and "Top 12 Most Influential Women" in 2016 by CV Weekly magazine. Stephanie currently sits on the Board of the Academy of Musical Performance and the Desert Cancer Foundation's fundraising committee.

Projects:

- » El Paseo Shopping District - Advises on all marketing efforts, including development of brand, brand management, social media, advertising buys (digital online, print, outdoor), publicity and merchant relations.
- » Arrowhead Regional Medical Center - Advises on all marketing efforts, including development of brand, brand management, social media, advertising buys (digital online, print, outdoor), publicity and specialty campaigns for staff and initiatives.
- » Business to Business Clients/Barton CPA, PlanIt Printworks - Oversees project efforts, including annual marketing plans, advertising, social media and branded graphics.

Tara Bravo

Vice President

Tara has been key in translating highly technical information into visual materials that are accessible and compelling. She has served as the architect of multiple, complex strategic outreach efforts that included enhanced website design and development and brand implementation. Her knack for designing public engagement material has created award-winning collateral and user-friendly government documents. In addition to running her own graphic design business for seven years, Tara Bravo has managed marketing teams, coordinated sales campaigns, developed relationships with vendors and built new ones with clients before joining CV Strategies in 2010.

Projects:

- » City of Coachella - Directs all outreach and creative development, including the Mayor's State of the City address, annual reports, Water Quality Reports, social media and web banners; designed the new logo for Coachella's recently combined Water Authority and Sanitation District.
- » SCV Water - Led logo creation and development of collateral and promotional materials for the newly formed water district in Santa Clarita.
- » West County Wastewater District - Led the strategic planning process, which included in-depth work sessions with executive staff and board members to identify priorities and initiatives. Those strategic elements were later incorporated into all district communications, including videos, newsletter articles and community events.

Janet Zimmerman

Director of Client Services

With decades of journalism experience, Janet brings strong storytelling and editing skills to her work with public agency clients. Janet's ability to transform complicated, technical information into content that is relevant, readable, and compelling has been recognized nationally, with a Pulitzer Prize nomination for water reporting. Along with her wide-ranging media connections and story instincts, Janet is skilled at delivering information on multiple platforms, and creating engaging written content that empowers and influences diverse audiences. Janet's all-encompassing experience helps her in crafting successful strategic planning for clients in a variety of industries.

Projects:

- » San Bernardino County Superintendent of Schools - Conducted an email survey and dozens of focus group interviews for a Wellness Initiative focusing on the organization's 2,000-plus employees. Utilized focus group responses to develop the survey; findings will be compiled into a final report with recommendations on programming and increasing participation and satisfaction with health and wellness offerings.
- » Coachella Valley Water District - Provides ongoing assistance for outreach on water quality issues such as creation of fact sheets, mailers, newsletters and web content; organized and facilitated a customer advisory panel on bill design and community meetings.
- » Rancho Cucamonga - Led creation of a citywide strategic communications and co-branding plan based on interviews, a SWOT workshop, assessment of current materials and collaboration with city staff.

KEY PERSONNEL

Lynn Oliva

Senior Graphic Designer

With a deep understanding of the graphic design industry, Lynn combines professionalism and creativity to tap into her clients' visions and help them realize their goals. Working closely with various public agencies has helped Lynn develop an understanding of the intricacies of diverse communications techniques. With attention to detail and deadlines, Lynn's expertise flourishes in a communications environment. A graduate of the Art Institute of California, Lynn is skilled in Photoshop, Illustrator, InDesign and After Effects, among others. Lynn understands the aesthetic value and care that must be put into print and web design to maximize business and customer satisfaction.

Projects:

- » Elsinore Valley Municipal Water District - Designed extensive collateral materials, newsletters and other materials, as well as PowerPoint presentations for general, ongoing communications. Includes bill inserts, Water Quality Reports, web graphics, microsite, infographics and Proposition 218 notices for rate increases.
- » City of Banning - Designed logo and branded outreach materials for the "Inspire Banning" city beautification campaign; created new logo for revamp of city transit system; designed outreach materials for several ballot measures that included presentations, ads, flyers and lobby posters.
- » Hi-Desert Water District - Ongoing design services, including brochures, customer welcome packets, PowerPoint templates and web graphics.

Marcos DeHaro

Chief Illustrator

Marcos is a visual communicator who brings an edgy and innovative style to graphic design at CV Strategies. He utilizes his unique artistic sense to create eye-catching illustrations and layouts for custom marketing materials and advertising. Prior to working with CV Strategies, Marcos was the Art Director for a printing company in Riverside, where he was born and raised. As Art Director, Marcos supervised all creative design and facilitated print efforts with expert knowledge of color, texture, and dimension to produce high-quality print and design materials for clients. He perfected his pioneering approach at the Art Institute of California, where he mastered Photoshop, Illustrator, InDesign and Audition.

Projects:

- » City of Santa Ana - Illustrated infographics and produced supporting visuals to animate a series of informational videos for the "Where Does Your Water Come From?" campaign. This campaign was an extension of outreach materials highlighting the logic behind newly adopted rate increases.
- » CUEMA (California Utility Executive Management Association) - Ongoing graphics development for events, including pop-up signage, save-the-date cards and website information.
- » Conserve Coachella - Created a children's activity book, handouts, flyers, ads, lobby cards and a social media campaign for the City of Coachella's popular water conservation event.

Greg Galindo

Website Specialist

Greg is a coding specialist with strong design instincts and aesthetic sense. His deep technical background in HTML, CSS, XML, and Javascript, as well as a wide range of technical platforms and languages, ensures that the right tool for the job is always at hand. He is accomplished at web design, database integration and construction, complex coding, and quality assurance functions. Greg's extensive experience includes custom unique design work, incorporating stock images, sliders, sitemaps, social media page designs and complete deployment.

Projects:

- » Rivers & Land Conservancy - Redesigned previous website to offer a more contemporary design and structure.
- » San Bernardino County Superintendent of Schools Community Engagement Initiative - Designed a website that was the first home to the new branding for the statewide Community Engagement Initiative. The project includes a password protected area to accommodate numerous school districts, as well as hyperlinks and a contact form.
- » Desert Healthcare District - Created the Coachella Valley COVID-19 Resource Center microsite that was cited and publicized widely by local media. The site includes live updates with email notifications, an interactive map, hyperlinks to documents and websites, enhanced analytics capability with heat mapping, and information in English, Spanish and Purépecha, the language of one of the district's target audiences.

Chelsea Van Es

Web Developer

Chelsea is a self-taught techie who puts her passion for technology to work providing CV Strategies' clients with web development services. By the age of 16, Chelsea was building websites in HTML and installing Internet and programming software for a fiber optics company. At 18, Chelsea joined a global sales and marketing company which led her to developing a large organization that took her around the world. During this time, she was the host and presenter for events of 300+ attendees, sharing her experiences and motivating other young entrepreneurs and business associates. Chelsea led the website development department at FG Creative, while also assisting with social media account setup for clients, online reputation management services, online digital campaign management and monthly website maintenance.

Recently, Chelsea joined CV Strategies in 2020 to work in unison with the website development department in refining and launching several new sites.

Projects:

- » United Water Conservation District - UnitedWater.org
- » City of Santa Ana - santaanautilityrates.com
- » Launch Apprenticeship - launchapprenticeship.org
- » West County Wastewater District - In Process
- » Prior Project/Landing Pages - Arrowhead Regional Medical Center, El Paseo Shopping District, City of Palm Desert.

PROJECT UNDERSTANDING APPROACH & PROCESS

A well-organized, user-friendly website is critical to any organization's communication goals. CV Strategies has extensive web service experience, ranging from ongoing content management services to conducting complete site overhauls, including routine HTML and CSS coding support.



CV Strategies has managed, developed, and designed myriad websites, each of them distinctive in their ability to convey a vision, maximize public engagement and establish a client's position as a leading community resource for information. The websites we create allow users to directly view key information, easily navigate the site and interact seamlessly with all pages.

The site we design for SGVMWD will be ADA compliant, allow for translation, and incorporate exiting reference information, calendar listings, access to newsletters, online processing of rebates and accessible videos. We look forward to incorporating H2Owl into a refreshed site that provides easy access to district news, educational programs, water statistics and more. We understand that most of the current site content is viable and able to be reviewed and repurposed to build a stunning site that provides an unparalleled experience for all users. We will include updates at all stages and provide training for District staff, including review of the analytics platform and key site functionality.

Because all our work is produced in-house, our creative staff has total control over the production process, from the conception of the sitemap and design stages to the final go-live site launch.

We recommend WordPress as the Content Management System (CMS) for this project. An open-source CMS, WordPress is commonly used to great effect for smaller sites and allows for easy updates made by staff. In addition to having an intuitive dashboard, this platform provides access to thousands of plug-ins for a modular build based on client needs, e.g. Modern Tribe's incredibly effective event and calendar management tool. CV Strategies will identify client needs at the start and make plug-in suggestions using our deep experience in leveraging these resources to ensure functionality and ease of use

CV Strategies offers true flexibility every step of the way. The look and design of the site will be 100% customizable with the flexibility to easily make changes and additions. Mock-ups for the homepage and subpages will be built using Adobe Illustrator, supporting CV Strategies' creative approach to impactful website design. SGVMWD will be provided multiple opportunities for feedback on everything from behavioral flow to content to design and finally to website interaction through regular progress updates and direction sessions.

The extensive knowledge and understanding CV Strategies has of the region and its water agencies brings additional benefits. Rather than simply copying and pasting content from the old site to the new site, our firm can identify information that is outdated or off message and flag it to be addressed. CV Strategies offers the unique service of in-house content creation and graphic design, should that be desired. Our team is able to develop tailored content in a timely manner as an additional service.



Based on the factors outlined above, CV Strategies is able to offer flexibility and a strong understanding of SGVMWD's goals and objectives. That is the CV Strategies advantage.

TECHNOLOGICAL SPECIFICATIONS

INITIAL SITEMAP & STRATEGIC APPROACH

At the start of the project, we will create and present the initial site map, and our strategic approach to the steps that will be taken to build a successful website. We will address key tactics that include overall site responsiveness when viewed on multiple devices, as well as all of the functions noted below.

HOMEPAGE DESIGN

One never gets a second chance to make a first impression, and that is never more true than for design of the homepage. The homepage should include movement, a clear identity and a purpose. In addition, all these key components should be included above the fold (the part of the website that is visible before scrolling). CV Strategies will ensure the homepage loads quickly, compels visitors to stop and stay awhile, and is easy to navigate.

REFERENCE INFORMATION

This section will host and store all reference data in a format that is easy to access by the site visitor, and easy to manage by staff for continual updates and maintenance. The various files will be tagged with appropriate keywords for ease of search.

CALENDAR

CV Strategies will leverage a calendar plug-in that is completely customizable. Using this tool will enable us to create a calendar that reflects the rest of the site and allows visitors to obtain details about meetings and events. The information will be simple for staff to update and easy for visitors to access.

NEWSLETTER & DATABASE CAPTURE

This feature will be clearly featured on the homepage, with links to view past issues and a plug-in to SGVMWD's preferred email tool so that new site visitors can opt-in to receive information.

ONLINE REBATE FULFILLMENT

Our team will work with staff to implement an automated rebate process that allows customers to submit their application online, followed by staff approval and automatic rebate processing. This feature will eliminate the need for a third-party contractor to handle rebates.

VIDEO ACCESSIBILITY

Video assets are key to building a great website, which is why we will focus on placement and functionality. Videos and all photo assets will be tagged appropriately with keywords and links as relevant. We understand that search engines place a high level of importance on video assets.

ADA COMPLIANCE

ADA compliance is mandatory for special districts and CV Strategies will make sure SGVMWD meets all requirements to be compliant per Section 508.

MULTI-LINGUAL TRANSLATION SUPPORT

Via a reliable plug-in, GTranslate, visitors can easily access the site in their language of choice. Our experience with this platform ensures a quality experience for the visitor.

ONLINE FORMS

When required, a special feature will be available to staff to create and manage forms including the information gathered. Should the form require a more in-depth approach, our team is experienced in creating custom form plug-ins.

FAQS

Our website specialists will develop a list of frequently asked questions, with input from staff, that provide context and perspective for inquiries. These short-form queries will convert complex information into simple, straightforward phrases that engage rather than alienate.

RESPONSIVENESS

The District's website should respond beautifully no matter the screen size and CV Strategies will create pages that scale and shift according to their viewing platform. Making the site responsive will require staff to update information in two locations and a changes check sheet will be provided in the training to make sure every change shows up exactly as expected.

USER MANAGEMENT & TRAINING

Each staff member with access to the website will be given login information and trained to interact with the site as deemed appropriate. These sessions will take place after the initial launch of the website, and within the first 30-day period and be coordinated by our website experts to focus on the key update elements.



ANALYTICS

We include the proper registration with Google and other key search engines, to provide analytics that offer a look into the User Experience, feedback and other key data for ongoing review of the site's functionality and use. Key staff will be trained in how to access and interpret the analytics.

PROPOSED PROJECT SCHEDULE

PROJECT PHASES & TIMELINE

The CV Strategies team will collaborate with staff immediately upon being awarded the contract, to determine the phases and timeline to complete this project. Following is the roadmap of the steps to a successful launch.

Step	Description	Responsible Party	Completion
Phase I - Research			
1	Assess Current Site <ul style="list-style-type: none"> • Kickoff meeting • Site goals • Review of current content 	CV Strategies, SGVMWD	December 2020
2	Develop Site Framework <ul style="list-style-type: none"> • Creative Brief • UX Flow diagram • Site Map • Success Matrix 	CV Strategies	
Phase II - Planning & Timeline			
3	Develop Plan & Timeline	CV Strategies	January 2021
4	Determine Design Vision <ul style="list-style-type: none"> • Craft Content • Design Site 	CV Strategies, SGVMWD	
5	Populate Site <ul style="list-style-type: none"> • Integrate all plug-ins • SEO 	CV Strategies	
Phase III - Implementation			
6	Address Responsiveness	CV Strategies	February-March 2021
7	Test Experience	CV Strategies, SGVMWD	
8	Launch Site	CV Strategies, SGVMWD	
9	Train Selected Parties	CV Strategies, SGVMWD	
Phase IV - Evaluation			
10	Analyze Analytics	CV Strategies, SGVMWD	April 2021
11	Present Website	CV Strategies, SGVMWD	
12	Maintain & Update	CV Strategies, SGVMWD	

PROPOSED BUDGET

TASKS	TOTAL
Phase I Research	\$2,250
Phase II Planning & Timeline	\$5,000
Phase III Implementation	\$1,500
Phase IV Evaluation	\$1,000
SUB-TOTAL	\$9,750
Not-to-Exceed Cost - Without optional services or any variability in services*	\$9,750

ADDITIONAL PROPOSED SERVICES	TOTAL
Search Engine Optimization Plan	\$1,500
Launch Marketing Campaign Elements	\$500

RATES AND AVAILABILITY*

- » President - \$225/hour
- » Vice-President - \$200/hour
- » Account Manager/Specialist - \$175/hour
- » Graphic Design/Video/Photography - \$150/hour
- » Translator - \$125/hour
- » Support Staff - \$100/hour

* Additional phone and email support is available when needed. This service is available for any performance, updates and hosting-related issues 24 hours a day, 7 days a week.

CONTRACT TERMS & CONDITIONS

CV Strategies is prepared to begin work on this project immediately. Either party may end this agreement by providing written notice to the other party. In the event of termination, CV Strategies shall be paid for all hours and expenses accrued up to the date of termination. CV Strategies will notify San Gabriel Valley Municipal Water District as we are approaching the estimated cost above. Our firm owns and maintains all of its own equipment and supplies are included in the cost so there would be no additional charge to the client.

Optional services or any variability in services rendered by CV Strategies will be billed to the client based on the hourly rate for communications services and will be agreed to by providing a signed written notice. Hard costs incurred by CV Strategies will be billed to the client with a nominal service charge of 10% (not to exceed \$250 per item). This includes all anticipated hard costs such as printing, mailing, photography, video, advertising, etc. Required travel mileage will be billed at the published IRS rate. Travel time is billed at half time.

All services and hard costs will be billed monthly. Invoices should be paid in full upon receipt.

OPTIONAL SERVICES OFFERED

CV STRATEGIES

PRECISION IN PERCEPTIONSM



Strategic Counsel - CV Strategies provides valuable insight on operations, communications and government relations. This high-level support will help guide outreach and stakeholder-relations efforts.



Legislative Support - We know local and regional players. Working with staff to prepare legislative documents and research relevant policy will help create an atmosphere for successful policy development and implementation.



Media Relations - Staff members at CV Strategies have years of experience in newsrooms and with print media, as well as close relationships with local journalists. We understand how to develop press releases and media alerts that will stand above the rest and achieve results.



Collateral Development - CV Strategies sees the value in creating compelling, engaging pieces that connect with customers. Our expertise yields a professional product guided by the agency's communications strategy and vision.



Design Services - From web to advertisements to document design, CV Strategies' in-house design team turns copy into dramatic visual storytelling.



Community Meetings - CV Strategies provides event support to increase community engagement and customer attendance.



Photography and Video Services - Given the importance of visual communication, CV Strategies staffs both a photographer and videographer to create and enhance images and video content that complement compelling written content to tell a complete story.



Training - Focused sessions help staff and elected officials hone in on skills that are foundational for agency communication efforts. We build employee confidence and competence through training that includes role-play, practice, and guide materials for ongoing support.



Surveys and Analysis - CV Strategies' pollsters will design and conduct large-scale surveys designed to gauge the interest, knowledge and satisfaction among customers and stakeholders. The information is reviewed and analyzed to identify trends and develop outreach recommendations.



Translation - Our skilled translator on staff can quickly transform written content into Spanish, or assist with community meetings by providing on-the-fly translation services.

AGENDA ACTION ITEM NO. 4

**STATE WATER PROJECT WATER MANAGEMENT TOOLS
AMENDMENT**

- a. Resolution No. 11-2020-777 Authorizing Amendments To State Water Contract Supply Agreement
- b. Responsible Agency Findings Per CEQA

AGENDA ACTION ITEM NO. 4

Subject: Consider a Resolution (1) authorizing amendments to the San Gabriel Valley Municipal Water District's Long Term Water Supply Contract with the Department of Water Resources to supplement and clarify water management tools regarding transfers and exchanges of SWP water; and (2) making responsible agency findings pursuant to the California Environmental Quality Act for the Final Environmental Impact Report for the State Water Project Supply Contract Amendments for Water Management, and adopting CEQA Findings and Statement of Overriding Considerations.

SUMMARY

The District/Agency has a long-term water supply contract (SWP Contract) with the State of California Department of Water Resources (DWR) for the delivery of State Water Project (SWP) water. Under the existing SWP Contract, water transfers are permitted in a limited and very specific manner, resulting in their infrequent use. In addition, while the existing SWP contract allows for bona fide exchanges of water, it lacks specificity regarding the parameters of such exchanges. Consequently, public water agencies that have SWP Contracts with DWR (PWAs) have relied upon DWR's case by case application, which provides less certainty for planning purposes.

Given changes in hydrology and further constraints placed on DWR's operation of the SWP and to provide flexibility in the future, PWAs and DWR conducted a series of public negotiations with the goal of agreeing on concepts to supplement and clarify the existing water transfer and exchange provisions of the SWP Contracts to provide improved water management. In a December 2017 Notice to Contractors, DWR indicated its desire to supplement and clarify the water management tools through this public process. In June 2018, PWAs and DWR agreed upon an Agreement in Principle (AIP), which included specific principles to accomplish this goal. These principles included clarifying existing practices for exchanges, providing new flexibility for single and multi-year non-permanent water transfers, allowing PWAs to set terms of compensation for transfers and exchanges, providing for the limited transfer of carryover and Article 21 water, and adding provisions to ensure transparency, among some others. In October 2018, a Draft Environmental Impact Report (DEIR) was circulated for the proposed project.

In addition, the AIP at the time included certain cost allocation sections for the California WaterFix project (WaterFix). In early 2019, the Governor decided not to move forward with WaterFix and DWR rescinded its approvals of the project. After this shift the PWAs and DWR held a public negotiation and agreed to remove the WaterFix cost allocation sections from AIP,

but to keep all of the water management provisions in the AIP. The AIP was finalized on May 20, 2019. DWR decided to amend and recirculate the DEIR. In February 2020, DWR published the Partially Recirculated DEIR for the State Water Project Supply Contract Amendments for Water Management (Project) and in August 2020, DWR certified the Final EIR for the Project.

The proposed amendments to the SWP Contract for consideration by the Board of Directors are based on the AIP, which has been converted into contract amendment language developed by PWA and DWR attorneys. If approved by the Board, the proposed amendment would be effective when 24 of the SWP PWAs execute the amendment. The proposed contract amendment language is attached to this report.

DISCUSSION

Background

Existing article 56(d) provides the only mechanism for non-permanent transfers of SWP water between PWAs. This mechanism is called the Turnback Pool. As indicated above, it allows transfers in a limited and specific manner and it is rarely utilized. In addition, Section 56(f) allows PWAs to enter in to bona fide exchanges of water with other PWAs, but it lacks specificity regarding the parameters. As a result, DWR has applied Section 56(f) on a case by case basis, which has provided less certainty for PWA planning purposes.

Consequently, DWR and the PWAs worked together to find solutions to develop water supply management practices to enhance management flexibility for SWP water supplies in a changing environment. The proposed contract amendment for the Board's consideration supplements and clarifies terms of the SWP water supply contract related to water transfers and exchanges within the SWP service area to improve water management capabilities and options. The proposed amendment does not increase SWP diversions or change SWP operations.

Transfers

Specifically, the proposed contract amendment does the following, among other things, regarding transfers:

- Removes the Turnback Pool language from the contract.
- Creates new flexibility for non-permanent transfers, including allowing PWAs to transfer water to other PWAs outside their service area, to determine the duration (either single or multi-year) and terms of compensation for transfers, to execute Transfer Packages (2 or more transfer agreements between the same PWAs), and to transfer water stored outside their service territory directly to other PWAs.
- Requires certain conditions be met to avoid harm to the SWP and other PWAs.
- Requires DWR approval based on satisfaction of such conditions.
- Permits PWAs to transfer Article 21 water with DWR approval after a demonstration of special need.
- Allows PWAs to transfer or exchange up to 50% of their carryover water.
- Adds provisions to ensure transparency.
- Provides for a dispute resolution process for non-participating PWAs who feel they may be adversely impacted by a transfer.

Exchanges

The proposed contract amendment does the following, among other things, with regards to exchanges of water:

- Establishes clear criteria for exchanges to provide more clarity.
- Sets exchange ratios based on Annual Table A water allocation percentages, up to 5 to 1.
- Sets the maximum cost compensation for an exchange.
- Allows exchanges to be carried out over a 10-year period (meaning water could be returned over 10 years).
- Permits the exchange or transfer of up to 50% of PWAs carryover water.
- Requires certain conditions to be met to avoid harm to the SWP and other PWAs.
- Adds provisions to ensure transparency.
- Provides for a dispute resolution process for non-participating PWAs who feel they may be adversely impacted by an exchange.

In addition to the above, the proposed amendment permits PWAs to participate in multiple transfers or exchanges each year, as well as to be both buyers and sellers in the same year. PWAs may also petition DWR for exceptions to the some of the above criteria upon a demonstration of special needs or circumstances. Overall, the proposed amendments provide improved flexibility for PWAs to utilize water transfers and exchanges to better manage their SWP water supplies in a dynamic environment.

Proposed Amendment Implementation Schedule

The proposed contract amendment to the District/Agency's long-term water supply contract with DWR is a uniform amendment that all PWAs are considering. Pursuant to the terms of the proposed amendment, it will go into effect on the last day of the month after 24 PWAs have executed the contract amendment. If 24 or more PWAs have not executed the amendment by February 28, 2021, DWR may decide in consultation with those PWAs who have executed it whether to allow the amendment to take effect.

CEQA Determination

On February 28, 2020, DWR published the 2020 Partially Recirculated DEIR for the Project. The Partially Recirculated DEIR was circulated for 94 days through June 1, 2020. On August 25, 2018, DWR certified the Final EIR for the Project. The Final EIR determined that the Project would have significant and unavoidable impacts to groundwater hydrology and water quality, and cumulatively considerable and unavoidable impacts to groundwater supplies and subsidence. As such, DWR adopted CEQA Findings of Fact and Statement of Overriding Considerations for the Project. On August 28, 2020, DWR filed a Notice of Determination for the Project. The Final EIR and CEQA Findings of Fact and Statement of Overriding Considerations comply with CEQA. DWR's Notice of Determination, Partially Recirculated DEIR, and Final EIR can be found on the official DWR website at: <https://water.ca.gov/News/Public-Notices/2020/August/SWP-Water-Supply-Contract-EIR>. DWR's CEQA Findings and Statement of Overriding Considerations is attached to this staff report.

Before approving the proposed contract amendment, the District, as a Responsible Agency under CEQA, is required to certify that it has reviewed and considered the information in the certified Final EIR for the Project. In addition, because the certified Final EIR identified significant and unavoidable impacts to the environment, the District must adopt CEQA Findings of Fact and Statement of Overriding Considerations.

FINANCIAL CONSIDERATIONS

There are no financial impacts of approving the proposed contract amendment.

RECOMMENDATION

Staff recommends approving Resolution No. 11-2020-777 to (1) authorize the General Manager to execute the proposed amendment to the District/Agency's long term water supply contract with DWR regarding enhance water management tools and (2) make responsible agency findings pursuant to the California Environmental Quality Act for the Final Environmental Impact Report for the State Water Project Supply Contract Amendments for Water Management, and adopt CEQA Findings and Statement of Overriding Considerations for the Project.

Attachments:

Resolution No. 11-2020-777
Proposed contract amendment language.
DWR's CEQA Findings and Statement of Overriding

RESOLUTION NO. 11-2020-777

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT (1) AUTHORIZING AMENDMENTS TO THE DISTRICT'S LONG TERM WATER SUPPLY CONTRACT WITH THE DEPARTMENT OF WATER RESOURCES TO SUPPLEMENT AND CLARIFY WATER MANAGEMENT TOOLS REGARDING TRANSFERS AND EXCHANGES OF SWP WATER; AND (2) MAKING RESPONSIBLE AGENCY FINDINGS PURSUANT TO CEQA FOR THE FINAL ENVIRONMENTAL IMPACT REPORT FOR THE STATE WATER PROJECT SUPPLY CONTRACT AMENDMENTS FOR WATER MANAGEMENT, AND ADOPTING CEQA FINDINGS AND STATEMENT OF OVERRIDING CONSIDERATIONS

WHEREAS, the San Gabriel Valley Municipal Water District (District) has a long-term water supply contract (SWP Contract) with the State of California Department of Water Resources (DWR) for the delivery of State Water Project (SWP) water; and

WHEREAS, under the District's existing SWP Contract, water transfers are permitted in a limited and very specific manner, resulting in their infrequent use, and the parameters for exchanges of water, while allowed, lack specificity and clear guidance, which impede planning; and

WHEREAS, the District, along with other public water agencies with SWP Contracts (PWAs) conducted a series of public negotiations with DWR with the goal of agreeing on concepts to supplement and clarify the existing water transfer and exchange provisions of the SWP Contracts to provide improved water management; and

WHEREAS, in June 2018, PWAs and DWR agreed upon an Agreement in Principle (AIP), which included specific principles to clarify and enhance the terms of the SWP water supply contract related to water transfers and exchanges to improve water management capabilities and PWA options; and

WHEREAS, in October 2018, DWR circulated a Draft Environmental Impact Report (2018 DEIR) that considered impacts related to the AIP, which at that time also included certain cost allocation sections for the California WaterFix project (WaterFix); and

WHEREAS, in early 2019, Governor Newsom decided not to move forward with California WaterFix and DWR rescinded its approvals of the AIP project. The PWAs and DWR subsequently held a public negotiation and agreed to remove the WaterFix cost allocation sections from AIP, but to retain the water management provisions, and the AIP was finalized on May 20, 2019; and

WHEREAS, the proposed amendment to the District's SWP Contract for consideration by the Board articulates in contract language the principles of the final AIP; and

WHEREAS, DWR is the lead agency for the water management amendments, called the State Water Project Supply Contract Amendments for Water Management (Project), pursuant to CEQA (Pub. Res. Code §§ 21000, et seq.) and the State CEQA Guidelines (14 CCR §§ 15000, et seq.). As the lead agency, DWR is responsible for assuring that an adequate analysis of the Project's environmental impacts is conducted; and

WHEREAS, on February 28, 2020, DWR issued a Partially Recirculated Draft Environmental Impact Report (DEIR) for the Project, which was circulated for public review for 94 days through June 1, 2020; and

WHEREAS, DWR prepared a Final Environmental Impact Report for the Project, which included the DEIR, appendices, comments on the DEIR, responses to comments on the DEIR, and revisions to the DEIR (collectively, FEIR); and

WHEREAS, on August 25, 2020, DWR certified the FEIR, adopted CEQA Findings of Fact and Statement of Overriding Considerations and approved the Project; and

WHEREAS, the FEIR concluded that the Project would have significant and unavoidable impacts to groundwater hydrology and water quality, and cumulatively considerable and unavoidable impacts to groundwater supplies and subsidence. As such, DWR adopted CEQA Findings of Fact and Statement of Overriding Considerations for the Project (attached hereto as Exhibit "A"); and

WHEREAS, the District and DWR propose to amend the District's SWP Contract by approving the amendment attached as Exhibit "B" to this Resolution (Amendment), the environmental effects of which were studied in the FEIR; and

WHEREAS, the District is a responsible agency and has more limited approval and implementing authority over the Amendment than does the DWR; and

WHEREAS, the District's Board of Directors, at its scheduled public meeting on November 9, 2020, independently reviewed and considered the FEIR, CEQA Findings of Fact and Statement of Overriding Considerations, and other related documents and evidence in the record before it; and

WHEREAS, all the procedures of CEQA and the State CEQA Guidelines have been met, and the FEIR prepared in connection with the Project is sufficiently detailed so that all the potentially significant effects of the Project and the Amendment on the environment and measures feasible to avoid or substantially lessen such effects have been evaluated in accordance with CEQA; and

WHEREAS, as contained herein, the District has endeavored in good faith to set forth the basis for its decision on the Amendment;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein by reference as an operative portion of this Resolution.
2. Based on the above findings, the Board hereby approves the Amendment and authorizes the General Manger to execute it on behalf of the District, which is incorporated herein and attached hereto as Exhibit "B".
3. The FEIR prepared for the Project, which can be found at <https://water.ca.gov/News/Public-Notices/2020/August/SWP-Water-Supply-Contract-EIR>, is hereby received by the Board and incorporated herein by this reference
4. Pursuant to State CEQA Guidelines section 15096 and in its limited role as a responsible agency under CEQA, the Board has reviewed and considered the FEIR, as well as DWR's certification of the FEIR and approval of the Project, and DWR's CEQA Findings of Fact and Statement of Overriding Considerations, and the Board incorporates those items herein by reference. As to those resources within the District's power and authority as a responsible agency under CEQA, the Board exercises its independent judgment and finds that the FEIR contains a complete, objective and accurate reporting of the Amendment's impacts.
5. Exercising its independent judgment, the Board concurs with the CEQA Findings of Fact and Statement of Overriding Considerations approved by DWR and hereby adopts those CEQA Findings of Fact and Statement of Overriding Considerations, attached hereto as Exhibit "A" and incorporated herein by this reference. The Board further finds that there are no feasible mitigation measures or alternatives within its authority that would substantially lessen or avoid any significant effects that the Project would have on the environment, for the reasons explained in the FEIR.
6. The Board concurs with the Statement of Overriding Considerations adopted by DWR and finds that the benefits of the Amendment outweigh the adverse environmental impacts not reduced to below a level of significance.
7. The Board hereby authorizes and directs staff to file and have posted a Notice of Determination with the County Clerk and with the State Clearinghouse within 5 working days of the adoption of this Resolution.
8. The documents and materials that constitute the record of proceedings for this Resolution are located at the District's office located at 1402 East Vosburg Drive, Azusa, California 91702 and can be access through contacting the District's General Manager, Darin Kasamoto at (626) 969-7911 or by e-mail at dkasamoto@sgvmwd.com.

PASSED, APPROVED AND ADOPTED on November 9, 2020.

President

ATTEST:

Secretary

(SEAL)

Exhibit "A"

DWR's CEQA Findings of Fact and Statement of Overriding Considerations

Exhibit "B"
Proposed SWP Contract Amendment

NOTICE OF DETERMINATION

TO: ■ Office of Planning and Research FROM: San Gabriel Valley Municipal
P. O. Box 3044 Water District
Sacramento, CA 95812-3044 1402 E. Vosburg Drive
Azusa, CA 91702
Contact: Darin Kasamoto, General Manager
(626) 969-7911

■ County Clerk LEAD AGENCY (if different from above):
County of Los Angeles Department of Water Resources
12400 Imperial Highway 1416 Ninth Street
Norwalk, CA 90650 Sacramento, CA 95814
Contact: David Rizzardo, P.E.
(916) 653-9593

SUBJECT: Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.

State Clearinghouse Number (if submitted to State Clearinghouse): 2018072033

Project Title: State Water Project Water Supply Amendments for Water Management

Project Location: State Water Project Facilities and Service Areas throughout the State.

Project Description: The proposed project would add, delete, and modify provisions of the Stae Water Project Supply Contracts (Contracts) and clarify certain terms of the Contracts that will provide greater water management regarding transfers and exchanges of SWP water within the SWP service area. The proposed project would not build new or modify existing SWP facilities nor change any of the Public Water Agencies (PWAs) annual Table A amounts. The proposed project would not change the water supply delivered by the SWP, as SWP water would continue to be delivered to the PWAs consistent with current SWP Water Supply Contract terms and all regulatory requirements.

This is to advise that the San Gabriel Valley Municipal Water District, as responsible agency, has approved the above described project with respect to its Contract on November 9, 2020, and has made the following determinations regarding the above-described project:

- (1) The project ■ will will not have a significant effect on the environment.
- (2) ■ An Environmental Impact Report was prepared for this project pursuant to the provisions of CEQA.

A Negative Declaration was prepared for this project pursuant to the provisions of CEQA.
- (3) Mitigation Measures were ■ were not made a condition of the approval of the project.

- (4) A Mitigation Monitoring Program was was not adopted for this project.
- (5) A statement of Overriding Considerations was not adopted for this project.
- (6) Findings were not made pursuant to the provisions of CEQA.

This is to certify that the final EIR with comments and responses and record of project approval, or the Negative Declaration is available to the general public at: <https://water.ca.gov/News/Public-Notices>

San Gabriel Valley Municipal Water District

Dated: November _____, 2020

By: _____
Darin Kasamoto, General Manager

Date received for filing at OPR: _____

AGENDA ACTION ITEM NO. 5

DELTA CONVEYANCE PROJECT

- a. Resolution No. 11-2020-778 Authorizing Level Of Participation And Execution Of Funding Agreement
 - b. Approve Amendments To Delta Conveyance Design And Construction Authority JPA
 - c. Determining Actions Are Exempt From CEQA
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AGENDA ACTION ITEM NO. 5

Subject: Consider (1) adopting a Resolution authorizing a level of participation in the Delta Conveyance Project; (2) authorizing execution of a funding agreement with the Department of Water Resources for environmental planning costs associated with the Delta Conveyance Project; (3) approval of amendments to Delta Conveyance Design and Construction Authority Joint Powers Agreement; and (4) determining the actions are exempt from the California Environmental Quality Act.

SUMMARY

On July 21, 2017, the Department of Water Resources (DWR) approved the project known as the California WaterFix Project (WaterFix), which was a dual conveyance project that involved two new diversion points and two tunnels moving water from the Sacramento River north of the Delta under the Delta to State Water Project and Central Project water pumping facilities in the South Delta.

In the State of the State address in January 2019, Governor Newsom announced that he did not support WaterFix as configured but that he did support a one tunnel conveyance project. Consistent with this, in May 2019 the Department of Water Resources (DWR) rescinded its approvals of the WaterFix project and began planning for a single tunnel option. Shortly thereafter, DWR began public negotiations with the State Water Project (SWP) public water agencies (PWAs) to agree upon a framework, referred to as an Agreement in Principle (AIP), for the amendment of SWP water supply contracts to allocate costs and benefits in the event that a potential single tunnel facility was ultimately approved. The AIP will be the basis for a future contract amendment only if a project is ultimately approved and only after necessary environmental review is completed.

In January 2020, DWR released a Notice of Preparation of an Environmental Impact Report (EIR) pursuant to CEQA for a proposed single tunnel project with 6,000 cfs of capacity referred to as the Delta Conveyance Project (DCP). DWR is currently conducting environmental review and is relying on the DCA for engineering work related to defining the Project's footprint.

After fifteen public negotiations, DWR and PWAs have developed a draft AIP that contains provisions for the allocation of costs and benefits for a potential Delta Conveyance Project. The draft AIP allows PWAs an option to: 1) execute a contract amendment to participate the Delta Conveyance Project at no less than each PWA's Table A percentage or more, or 2) opt out of the Delta Conveyance Project costs and benefits entirely. Additionally, for Kern County Water Agency, the only PWA that has two separate contracts, they may opt in for one contract and out for the other. In the draft AIP, there is a table with the names of each SWP contractor and a

planning and the environmental review efforts related to the Delta Conveyance Project. DWR is asking SWP contractors to fill in the allocation factor table with each PWA's participation percentage assuming a 6,000 cfs facility. Currently, the proposed project is a SWP project only as the CVP has not indicated any interest in pursuing Delta Conveyance at this time. Again, the participation options are zero (opting out), 100% of Table A, and more than 100% of Table A. This participation percentage will first be used to inform the percentage of planning funding allocated to participating PWAs.

Included in the discussion below is a description of the proposed project, including the anticipated preliminary benefits, information about DWR's estimated schedule for the completion of environmental review and potential planning/permitting processes, and preliminary cost estimate, as well as the draft AIP. Upon completing the environmental process, the AIP will be converted into contract amendment language and PWAs will consider an amendment to their contracts consistent with the AIP. At this time, each PWA's participation percentage in the Delta Conveyance Project will be decided. Attached to this staff report is the current version of the draft AIP with the blank allocation factor table, which must be completed. However, the current action before you is limited to approving a participation percentage for planning funding as described below.

DWR is asking that PWAs enter into a new funding agreement with DWR to advance their participation percentage of \$385 million that is needed for the preliminary design, environmental planning, and other preconstruction activities to assist in the environmental process for the proposed project. These funds would support DWR's environmental planning work as well as DCA work that is needed to inform environmental planning. The funding agreements provide that PWAs would be reimbursed or receive a credit for the advanced funds upon the first sale of revenue bonds to pay for the Delta Conveyance Project. To the extent the Delta Conveyance Project does not proceed, the advanced funds would not be recovered. Attached to this staff report is a copy of a proposed funding agreement with DWR.

Additionally, given the shift from a two tunnel WaterFix project to a potential single-tunnel Delta Conveyance Project and a significant change in the participation for the Delta Conveyance Project, the PWAs have been discussing amendments to the Joint Powers Agreement that created the DCA to better align representation with PWA participation. The proposed amendments would primarily amend the governance structure to align current participation interest in the Delta Conveyance Project. Attached to this staff report is a copy of the proposed amendments to the DCA Joint Powers Agreement.

Lastly, the proposed actions discussed herein do not constitute the approval by [insert name of Agency/District] of the Delta Conveyance Project or its construction, of any amendment to the long term water supply contract with DWR, or to any actions by the DCA that may cause direct or reasonably foreseeable indirect environmental impacts. As such, the actions recommended herein are not a "project" requiring environmental review under the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines 15378. Further, and even were the actions to be considered a CEQA "project," these actions would be statutorily exempt from environmental review pursuant to CEQA Guidelines 15262 because the actions merely call for

the funding and completion and feasibility and planning studies, including the completion of CEQA review itself.

DISCUSSION

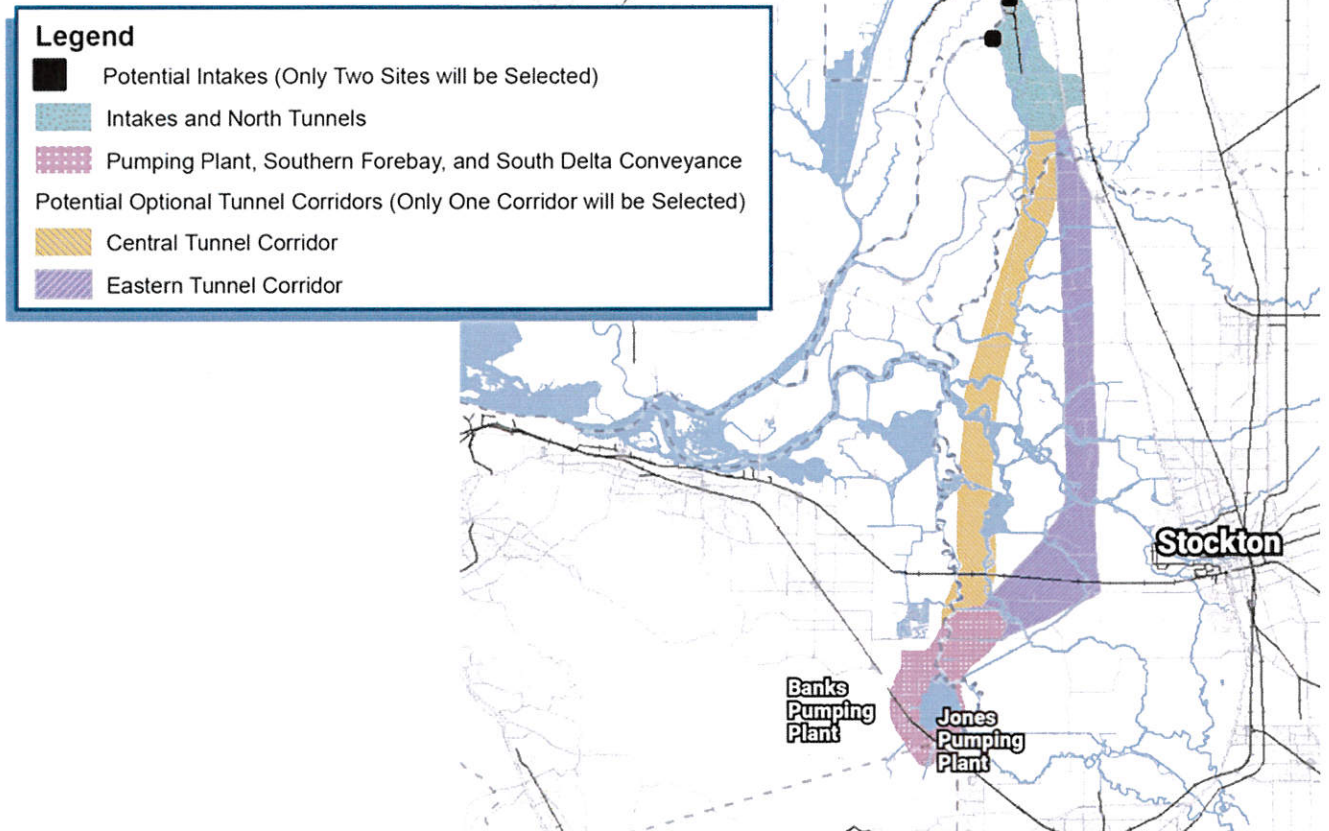
Background on the Proposed Delta Conveyance Project

The existing SWP Delta water conveyance facilities, which include Clifton Court Forebay and Banks Pumping Plant in the south Delta, enable DWR to divert water and lift it into the California Aqueduct for south-of-Delta PWAs. As described in DWR's Notice of Preparation, the proposed Delta Conveyance Project would construct and operate new conveyance facilities in the Delta that would add to, and be operated as part of the he existing SWP infrastructure. Specifically, new points of diversion with intake facilities would be located in the north Delta along the Sacramento River between Freeport and the confluence with Sutter Slough, and would include a single tunnel to convey water from the new intakes to the existing Banks Pumping Plant in the south Delta. The new facilities would provide an alternate location to divert Delta water within DWR's water and would be operated in coordination with the existing south of Delta pumping facilities, resulting in "dual conveyance" because there would be two complimentary methods to divert and convey water. Dual conveyance does not mean DWR is seeking to expand their water rights, rather it refers to operating both the new points of diversion and the existing points of diversion in a manner that allows DWR flexibility to meet water quality standards.

The new north of Delta proposed project facilities would be sized to convey up to 6,000 cfs of water from the Sacramento River to the SWP facilities in the south Delta, and would include: two intakes (3,000 cfs each), one underground tunnel (two routes are being considered), intermediate and southern forebays, a pumping plant, south Delta conveyance facilities, and other ancillary facilities. DWR is considering other alternatives as part of the environmental review process, with capacities ranging from 3,000 to 7,500 cfs and participation with and without the CVP.

The Delta Conveyance Project overarching objective is to protect the SWPs ability to continue to deliver water south of the Delta. Additional objectives articulated in the Notice of Preparation are to make the SWP more resilient to the impacts of climate change and extreme weather events; minimize the potential public health and safety impacts from reduced quantity and quality of water caused by earthquakes; and provide SWP operational flexibility to improve aquatic conditions and better manage risks of additional future regulatory constraints on project operations.

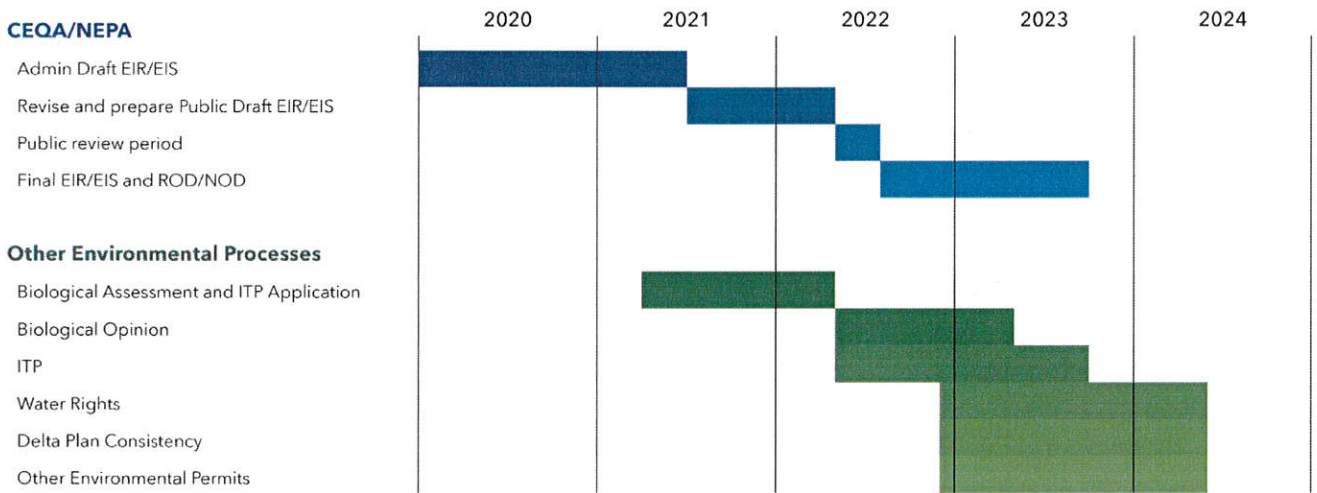
Delta Conveyance Project Proposed New Facilities



Status of Proposed Project and Schedule

DWR's preliminary schedule has a final EIR being completed in 2023 and other environmental review, permitting and regulatory processes being completed in 2024. Once the Delta Conveyance Project receives all necessary approvals and permits and has complied with all legal requirements, including but not limited to obtaining a change in point of diversion to DWR's existing water rights permit, construction could begin. At present, DWR is engaged in a CEQA scoping process and has solicited comments on potential impacts and alternatives. DWR is currently screening and refining project alternatives to come up with a reasonable range of project alternatives that avoid or substantially reduce potentially significant impacts.

Delta Conveyance Project Schedule



Preliminary Benefits of the Proposed Project

DWR is currently developing the Delta Conveyance Proposed Project. At this time DWR has not defined the project operations and has not completed regulatory processes that may impact project operations. The primary objective of the DCP, as stated in the Notice of Preparation is to restore and protect the ability to deliver SWP supplies to the south-of-Delta PWAs. The DCP is also expected to improve SWP resiliency under multiple future risks that can be low frequency-high impact (e.g. seismic risks in the Delta) or sustained impacts (e.g. climate change and sea level rise or Delta regulations). It is not possible to know the exact future conditions under which the DCP would operate but the conditions are likely a combination of many of the known and unknown risks.

The SWC conducted a preliminary SWP water supply analysis with the DCP under a range of existing and future scenarios to help assess the DCP's ability to maintain or improve SWP reliability and resiliency. The selected range of future scenarios are intended to represent potential SWP operating conditions under future regulatory, climate change, sea level rise, and seismic risks. Each selected future scenario was simulated with and without the DCP. For this analysis the modeling assumed a 6,000 cfs diversion capacity and north Delta diversion operations criteria consistent with permitting from California WaterFix¹. The specific Proposed Project, including operational criteria, that DWR will ultimately select may be different. DWR's CalSim II model, representing the SWP facilities, regulations and operations, was used to develop coarse estimates of potential water supply changes with the DCP. As the Proposed Project is further defined and permitted, and this coarse modeling is further refined, the estimated water supply benefits with the DCP may change.

Figure 1 shows preliminary modeled average annual SWP exports under existing and future scenarios and corresponding increment resulting with the DCP. All the future scenarios modeled

¹ This included operations required by the federal Biological Opinions, CESA Incidental Take Permit specifically for the proposed north Delta diversion intakes under California WaterFix.

indicate potentially lower SWP exports than the existing scenarios. DCP shows potential to alleviate reductions to SWP reliability under many plausible future risk scenarios. The Current Trends² future scenario, which provides a reasonable representation of conditions expected at the start of the DCP operations, indicates approximately 300 TAF reduction in average annual SWP exports without DCP, compared to existing scenarios. DCP, under same circumstances, potentially provides about 500 TAF increment on average, with the greatest increase in the wetter years. And, on average, about 60% of the increased SWP deliveries are Table A and 40% are Article 21. Furthermore, preliminary modeling results shown in Figure 1 also indicate that on average, the DCP is estimated to result in about 100 TAF to 1 MAF per year of increased SWP exports under potential greater Delta regulations scenarios in the future, about 700 TAF per year under seismic risks and long-term south Delta export disruption due to long-term Delta island flooding, and about 900 TAF per year under extreme sea level rise in the future, when compared to the respective scenarios without the DCP.

Preliminary water supply estimates also indicate that the DCP would maintain existing water supply reliability under a broad range of future conditions that may occur while the DCP is operational³. Without the DCP, SWP exports are estimated to be reduced by about 300 TAF to 1,000 TAF on average per year under various future scenarios modeled due to regulatory changes, sea level rise in the Delta, and seismic risk, when compared to the existing conditions. When the DCP was included, estimated annual SWP exports in the future scenarios were similar to the existing export values under most scenarios as shown in Figure 2, demonstrating the improved resilience of the SWP with the DCP.

In addition to the water supply benefits estimated above, the DCP is expected to provide additional benefits including improved flow patterns in the south Delta for fisheries, operational flexibility to capture peak storm flows, water quality improvements for SWP deliveries, conveyance capacity for water transfers and potential carriage water savings.

² Current Trends scenario assumes operating to the current regulatory requirements including 2019 federal biological opinions for CVP and SWP and 2020 incidental take permit for SWP, existing Delta levee configuration, and projected climate change and sea level rise around 2040.

³ Extreme Sea Level Rise scenario assumes projected sea level rise value of 140 cm at around 2065. The future scenarios selected for this analysis are not intended to fully encompass all the future conditions during the life of the Delta Conveyance Project.

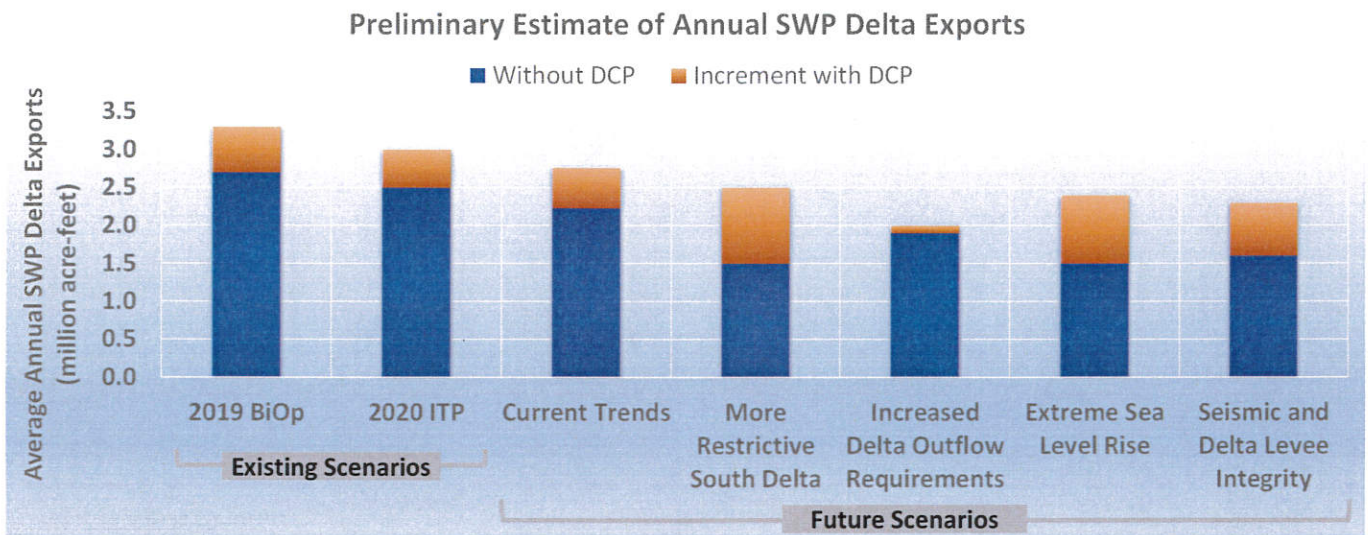


Figure 1: Preliminary modeled average annual SWP exports under existing and future scenarios and corresponding increment resulting with the DCP

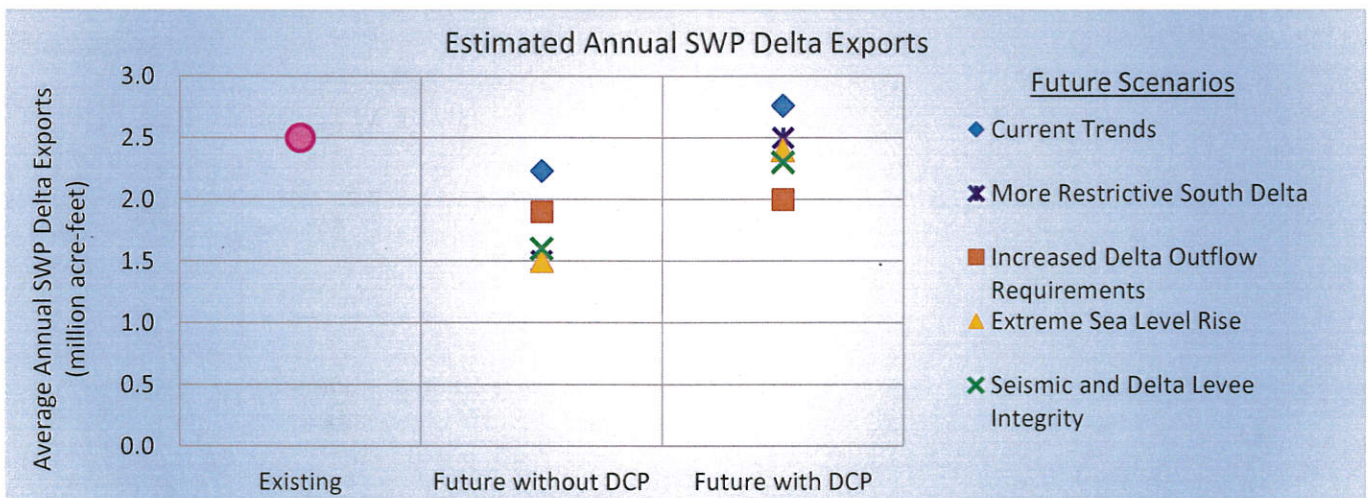


Figure 2: Preliminary modeled average annual SWP exports under the future scenarios with and without the DCP compared to the existing scenario

Preliminary Estimated Costs of the Project

In consideration of the San Gabriel Valley Municipal Water District(District)and certain PWA’s advancing planning funds for the proposed project, the DCA, following industry standards, developed preliminary cost information based on information currently available for the proposed Delta Conveyance Project. It is important to emphasize that the DCA is still very early in the planning process and the cost estimate is only a snapshot based on the current status. This snapshot does not represent the final conceptual design, the final mitigation costs, or all cost items such as community benefits, DWR planning costs, or financing costs. The snapshot includes an estimate for construction costs, soft costs, and environmental mitigation costs in

undiscounted 2020 dollars. This means the cost information excludes future inflation. In other words, it assumes that the project would all be built in 2020.

The proposed project features included in the cost information are as follows:

- Two intakes at 3,000 cfs each, for a total capacity of 6,000 cfs
- 42 miles of tunnels and associated shafts
- Southern Complex Facilities:
 - Pump Station
 - Forebay
 - Connections to existing CA Aqueduct

The DCA cost information includes a 38% composite contingency for unforeseeable elements of cost within the construction cost estimate. The DCA has provided their best estimate for unknown items where their professional experience indicates that there will likely be additional risk. The DCA identified contingency levels for each feature of the proposed project listed above to reflect the uncertainty at the time the cost information was developed. The DCA's contingency reflects the DCA's assessment of the proposed projects design status, identified risks, and professional judgment of unforeseeable elements of cost. As the engineering work advances and the unknown elements of the proposed project are revealed or resolved, contingency levels will decrease, and the identified project elements will be included in the construction estimates.

It is the DCA's opinion, based on the information available to the DCA today and the estimated contingency levels, that there is a 50% probability that the proposed Delta Conveyance Project is estimated to total \$15.9 billion in 2020 dollars. AECOM reviewed the DCA estimate and found that based on industry standards the cost range may be reduced between \$2.28 to \$4.37 billion. AECOM's assessment did not perform a bottom up estimate of the project but reviewed the cost estimate in light of industry standards, in particular contingencies. The AECOM work found that the DCA estimate assumed conservative design, included in design elements risk mitigation, and additionally added a 38 percent contingency. This resulted in roughly a 44 percent contingency for the DCA estimate. The AECOM work serves as a useful guidepost for identifying a possible range of costs but should not be considered as a cost estimate for the DCP. As planning proceeds, more information will become available to inform potential construction and associated costs, and cost information will be updated and refined.

Draft Agreement In Principle

As indicated above, the draft AIP is a framework to amend the District's SWP water supply contract and it allocates the Delta Conveyance Project's costs and benefits discussed above. Specifically, the AIP includes the following:

- Provides an option for PWAs to opt out of the costs and benefits of the proposed project, meaning those who opt out will put zero in the allocation table and will not pay for the costs nor be entitled to the benefits.
- Participating PWAs must be in for at least 100% of their Table A percentage,
- PWAs may opt to participate at more than 100% to the extent that other PWAs do not participate and there is additional Table A percentage available. For example, if the Board were to decide to participate in the proposed project at 110% of the Agency's District's Table A supply, the District would be in for a minimum of 100% of its Table A percentage

plus the additional 10% only if other PWAs decided to opt out and there was additional Table A participation percentage available. It is likely that certain PWAs will opt out.

- Indicates that the proposed project will be constructed and operated as an integrated component of the SWP and any contract amendment will go into effect no sooner than the transition date in the Contract Extension Amendment.
- DWR will determine the amount of water attributable to the proposed project each year, which will inform what is available for participants.
- Describes the details of how costs will be determined and charged, including that participating PWAs will be responsible for costs equal to each of their project participation percentage.
- Describes the benefits of the project that participants will receive, including water, both Table A and Article 21, attributable to the proposed project and conveyance capacity in the new facility.

Requested Action on Participation Level

DWR is requesting that contractors fill out the table in the AIP and indicate the participation percentage so DWR can confirm that the proposed project is 100% subscribed and so planning costs can be allocated accordingly. To that end, we are asking the Board to make a decision as to its desired participation percentage in the proposed project for planning funds. As described above, when the AIP becomes contract language each PWA will have to approve the proposed contract language, including the participation percentage.

The District's participation level in the project is .79% of the State Water Project.

As indicated above, the Board at this time is only indicating its desired participation percentage in the proposed project, and is not approving the execution of a contract amendment to its SWP water supply contract. Consideration of a contract amendment will take place after all environmental review is complete and contract language is drafted. The Board is however being asked to also make a decision to advance funding for the planning costs, which include preparation of EIR, regulatory processes and permitting, and necessary design work to inform the environmental planning portion of the proposed project.

Funding Agreements

As indicated above, DWR is requiring those contractors who choose to participate in the proposed project to enter into a funding agreement to advance funds for environmental review, planning, and design of the proposed project through 2024. The current estimate of these environmental related planning costs is \$339 million. The District's share of these funds would be \$2,678,173.00. Pursuant to the funding agreement with DWR, the District at this time has the option to approve advancing either the entire amount or making payments over a four year period. Again, these funds would support the environmental review, planning, and design work necessary to inform environmental planning, and participating PWAs would be reimbursed or receive a credit for the advanced funds upon the first sale of revenue bonds to pay for the Delta

Conveyance Project. If the Delta Conveyance Project does not proceed, the advanced funds would not be recovered.

DCA JPA Amendment

In May 2018, certain contractors entered into a Joint Powers Agreement and formed the DCA, whose purpose was to actively participate with DWR in the design and construction of California WaterFix. The DCA subsequently entered into a Joint Powers Agreement with DWR (JEPA). Shortly after DWR rescinded its approvals of WaterFix and the Governor indicated support for a single tunnel project, the JEPA was amended and its purpose shifted to provide preliminary design, planning and other preconstruction activities to assist the environmental process for a potential Delta Conveyance Project. Given the shift to the Delta Conveyance Project, issuance of the NOP, and completion of a draft of the AIP, staff for participating PWAs have been discussing an update to the DCA Joint Powers Agreement. In particular, there is a desire to reorganize the governance structure to better align with current participation in the proposed project.

The proposed amendment would restructure the Board of Directors as follows:

- Change the number of DCA Board of Directors from four (4) to seven (7)
- Convert the existing at large SWC seat and Metropolitan Water District of Southern California (Non State Water Project capacity) seat to the following:
 - (1) seat for Class 2 members, excluding Santa Clara Valley Water District
 - (1) seat for Classes 3, 5 and 7
 - Add two (2) at large seats for Class 8 members
 - Continue one (1) seat each for:
 - Metropolitan Water District of Southern California (State Water Project)
 - Kern County Water Agency
 - Santa Clara Valley Water District

CEQA Determination

The recommended actions do not qualify as a “project” subject to CEQA because the actions constitute (1) continuing administrative or maintenance activities, such as general policy and procedure making; (2) government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment; and (3) organizational or administrative activities of a public agency that will not result in direct or indirect physical changes in the environment. (State CEQA Guidelines, § 15060(c)(3).) The recommended actions do not constitute an approval by the Agency of the DCP nor do the actions authorize or approve construction of the DCP. The recommended actions do not authorize or commit the Agency or DWR to expenditure of the funding on any site-specific project. In addition, the recommended actions do not authorize or approve any actions by the DCA or DWR that may cause direct or reasonably foreseeable indirect environmental impacts. As such, the actions recommended herein are not a “project” requiring environmental review under the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guideline § 15378, subdivisions (a) and (b)(2), (b)(4) and (b)(5).

Further, and even were the actions to be considered a CEQA “project,” these actions would be statutorily exempt from environmental review pursuant to CEQA Guideline § 15262 because the actions merely call for the funding and completion of feasibility and planning studies, including the completion of CEQA review itself. In addition, the actions are exempt under the “common sense” exemption in CEQA Guidelines § 15061, subd. (b)(3) because it can be seen with certainty that there is no possibility that the actions may have a significant effect on the environment. Finally, none of the exceptions to the use of the “common sense” exemption as identified in CEQA Guidelines § 15300.2 exist here.

FINANCIAL CONSIDERATIONS

[Insert specific amount for gap funding agreement]

RECOMMENDATION

Staff recommends the following actions:

1. Adopt a Resolution indicating a level of Table A participation in the Delta Conveyance Project of .79%.
2. Authorize the general manager to execute a funding agreement with the Department of Water Resources for environmental planning costs associated with the Delta Conveyance Project in the amount of up to \$2,678,173.00.
3. Authorize the General Manager to execute an amendment to the Delta Conveyance Design and Construction Authority Joint Powers Agreement.
4. determining the actions are exempt from the California Environmental Quality Act.

Attachments:

Draft Funding Agreement with DWR

Draft Amendment to Delta Conveyance Facility Design and Construction Authority Joint Powers Authority

RESOLUTION NO. 11-2020-778

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT (1) AUTHORIZING A LEVEL OF PARTICIPATION IN THE DELTA CONVEYANCE PROJECT; (2) AUTHORIZING THE GENERAL MANAGER TO ENTER INTO A FUNDING AGREEMENT FOR ENVIRONMENTAL PLANNING COSTS FOR THE PROJECT; (3) AUTHORIZE ENTERING INTO THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION AUTHORITY JOINT POWERS AGREEMENT; AND (4) DETERMINING THAT THE FOREGOING ACTIONS ARE EXEMPT FROM CEQA.

WHEREAS, San Gabriel Valley Municipal Water District (District) has a long-term water supply contract with the State of California Department of Water Resources (DWR) for the delivery of State Water Project (SWP) water; and

WHEREAS, on July 21, 2017, DWR approved the project known as the California WaterFix, which was a dual conveyance project that involved two new diversion points and two tunnels moving water from the Sacramento River north of the Delta under the Delta to State Water Project and Central Project water pumping facilities in the South Delta; and

WHEREAS, the purpose of the WaterFix project was to improve the reliability of SWP water for the District and other SWP contractors; and

WHEREAS, in 2019, Governor Newsom announced that he did not support the WaterFix project but he instead supported a one tunnel conveyance project. DWR subsequently rescinded its approvals of the WaterFix project and began planning for a single tunnel option; and

WHEREAS, DWR began public negotiations with the SWP contractors to agree upon a framework, referred to as an Agreement in Principle (AIP), for the amendment of the SWP water supply contracts to allocate costs and benefits in the event that a potential single tunnel facility is ultimately approved; and

WHEREAS, In January 2020, DWR released a Notice of Preparation of an Environmental Impact Report (EIR) pursuant to the California Environmental Quality Act (CEQA) for a proposed single tunnel project with 6,000 cfs of capacity, referred to as the Delta Conveyance Project (DCP), and DWR is currently conducting environmental review of the DCP; and

WHEREAS, after fifteen public negotiation sessions, DWR and the SWP contractors have developed a draft AIP that contains provisions for the allocation of costs and benefits for a potential Delta Conveyance Project; and

WHEREAS, DWR has requested that the District identify the level of its desired participation in the DCP assuming a 6,000 cfs facility, which will be used to inform the percentage of planning funding allocated to the District; and

WHEREAS, DWR has also requested that the District enter into a new funding agreement with DWR for an amount equal to the District's participation percentage of the preliminary design, environmental planning, and other preconstruction activities for DCP, which is up to \$2,678,173.00; and

WHEREAS, the Delta Conveyance Design and Construction Authority (DCA) was created by certain SWP contractors to actively participate with DWR in the design and construction of California WaterFix. The DCA subsequently entered into a Joint Powers Agreement with DWR; and

WHEREAS, given the shift from a two tunnel WaterFix project to the potential single-tunnel DCP and a significant change in the anticipated participation for DCP, the existing and prospective members of the DCA desire to amend the DCA Joint Powers Agreement to better align representation with Public Water Agency (PWA) participation; and

WHEREAS, the recommended actions do not qualify as a "project" subject to CEQA because the actions constitute (1) continuing administrative or maintenance activities, such as general policy and procedure making; (2) government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment; and (3) organizational or administrative activities of a public agency that will not result in direct or indirect physical changes in the environment (State CEQA Guidelines, § 15060(c)(3)). The recommended actions do not constitute an approval by the District of the DCP nor do the actions authorize or approve construction of the DCP. The recommended actions do not authorize any amendment to the long-term water supply contract with DWR. Further, the recommended actions do not authorize or approve any actions by the DCA that may cause direct or reasonably foreseeable indirect environmental impacts. As such, the actions recommended herein are not a "project" requiring environmental review under CEQA pursuant to State CEQA Guideline § 15378, subdivisions (a) and (b)(2), (b)(4) and (b)(5); and

WHEREAS, even if the actions were considered a CEQA "project," these actions would be statutorily exempt from environmental review pursuant to CEQA Guideline § 15262 because the actions merely call for the funding and completion of feasibility and planning studies, including the completion of CEQA review itself. In addition, the actions are exempt under the "common sense" exemption in CEQA Guidelines § 15061, subdivision (b)(3) because it can be seen with certainty that there is no possibility that the actions may have a significant effect on the environment. Finally, none of the exceptions to the use of the "common sense" exemption as identified in CEQA Guidelines § 15300.2 exist here.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT:

1. The above recitals are true and correct and are incorporated herein by reference as an operative portion of this Resolution.
2. The District's General Manager is authorized to inform DWR that the District desires to participate in the Delta Conveyance Project at a .79% participation level of the State Water Project Table A amount.
3. The District's General Manager is authorized to execute a funding agreement with DWR for environmental planning costs associated with the Delta Conveyance Project in the amount of up to \$2,678,173.00. The funding agreement is attached as Exhibit A.
4. The District's General Manager is authorized to execute a Joint Powers Agreement for the District to become a member of the Delta Conveyance Design and Construction Authority. The joint powers agreement is attached as Exhibit B.
5. For the reasons set forth above, the District's actions do not constitute a "project" requiring environmental review pursuant to State CEQA Guidelines § 15060, subdivision (c)(3) and §15378, subdivisions (a), (b)(2), (b)(4) and (b)(5). Alternatively, the actions are statutorily exempt from CEQA review pursuant to State CEQA Guidelines § 15262 and exempt under the "common sense" exemption identified in State CEQA Guidelines § 15061, subdivision (b)(3). None of the exceptions to the use of the "common sense" exemption as identified in Government Code § 15300.2 exist.
6. District staff is directed to prepare and file a Notice of Exemption within five working days of the approval of this Resolution.
7. The custodian of the records upon which this Resolution is based is the District's General Manager, Darin Kasamoto, who may be contacted at the District's office, located at 1402 East Vosburg Drive, Azusa, California 91702, by telephone at (626) 969-7911, or by e-mail at dkasamoto@sgvmwd.com.

PASSED, APPROVED AND ADOPTED on November 9, 2020.

President

ATTEST:

Secretary

Exhibit A

Exhibit B

AMENDED JOINT POWERS AGREEMENT
FORMING
THE DELTA CONVEYANCE DESIGN AND
CONSTRUCTION JOINT POWERS
AUTHORITY

Effective _____, 2020

**Joint Powers Agreement –
The Delta Conveyance Design and Construction Joint Powers Authority**

This AGREEMENT is made and entered into by and among the parties on the attached Exhibit A, which are referred to herein individually as a “Party” and collectively as “Parties”.

RECITALS

WHEREAS, each of the Parties is a public agency organized and operating under the laws of the State of California; and

WHEREAS, California Government Code Sections 6500, et seq., (“Act”) provide that two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, Government Code section 6584 also confers powers on a joint powers agency that are independent of, complete and supplementary to any common powers delegated in a joint powers agreement; and

WHEREAS, the Parties desire to allow for the protection of both the Sacramento-San Joaquin Delta (“Delta”) ecosystem and the more than 25 million people and 2,000,000 acres of highly productive farm land that currently depend upon water conveyed through the Delta; and

WHEREAS, the Parties desire to provide such protections, in part, through improvements in water infrastructure; and

WHEREAS, the California Department of Water Resources (“DWR”) is a department within the State of California Natural Resources Agency and is responsible for constructing, operating, and maintaining the State Water Resource Development System, more commonly known as the State Water Project (“SWP”), and

WHEREAS, DWR desires to design and construct new Delta water conveyance facilities (“Conveyance Project”) to be owned and operated by DWR, that would convey water from the Sacramento River north of the Delta directly to the existing SWP and, potentially, Central Valley Project (“CVP”) facilities located in the south Delta, and

WHEREAS, the purposes of the Conveyance Project are to make physical and operational improvements to the SWP and, potentially, the CVP necessary to: protect and maintain ecosystem health; maintain water quality; and restore and protect water supplies so that the SWP and CVP are capable of readily delivering water within a stable regulatory framework at costs that are not so high as to preclude, and in amounts that are sufficient to support, the financing of the investments necessary to fund construction and operation of facilities and/or improvements, and

WHEREAS, the Parties constitute certain public water agencies that will each bear at least some of the financial obligation the Conveyance Project, and

WHEREAS, the Parties desire that the Conveyance Project be completed in a safe, timely, cost-effective and efficient manner, and

WHEREAS, DWR has determined that the timely and efficient design and construction of the Conveyance Project will require additional resources not available to DWR and that, therefore, it is in the best interest of the State of California and its citizens to partner with the Parties in the design and construction of the Conveyance Project; and

WHEREAS, the Delta Conveyance Design and Construction Joint Powers Authority (“Construction Authority”) proposes to enter into an agreement with DWR establishing that the Construction Authority will undertake those activities required to complete the design and construction of the Conveyance Project; and

WHEREAS, the agreement with DWR is intended to obtain cost savings by allowing more flexible means of designing, contracting, constructing, and financing the Conveyance Project; and

WHEREAS, the Parties each have and possess the powers to design, construct, and implement water infrastructure projects; and

WHEREAS, the Parties each desire to exercise those powers regarding the design and construction of the Conveyance Project as provided in the Joint Exercise of Powers Agreement between the Department of Water Resources and the Construction Authority, and

WHEREAS, the aforementioned activities may best be achieved through the cooperative action of the Parties operating through a joint powers authority; and

WHEREAS, the Parties intend that upon acceptance of the Conveyance Project by DWR, the Construction Authority will be dissolved.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

ARTICLE I: DEFINITIONS

For the purpose of this Agreement, the meaning of the terms hereinafter set forth shall be the following:

1.1 “Addenda” means any addenda, amendments, modifications, supplements or exhibits to the Agreement that are executed, approved or added in accordance with the terms of this Agreement after the Effective Date.

1.2 “Agreement” means this Joint Powers Agreement, including Exhibit A attached, which creates the Delta Conveyance Design and Construction Joint Powers Authority.

1.3 “Alternate Director” means an Alternate Director of the Board appointed in accordance with Article VI (**DIRECTORS AND OFFICERS**).

1.4 “Applicable” means applicable as determined by the Board or an Officer, whichever is appropriate, in their sole discretion.

1.5 “Article” means an article of this Agreement and, unless otherwise specified, refers to all Sections within that article.

1.6 “Board” or “Board of Directors” means the governing body of the Delta Conveyance Design and Construction Joint Powers Authority.

1.7 “Central Valley Project” or “CVP” means the federal reclamation project operated by Reclamation pursuant to federal reclamation law (Act of June 17, 1902 (32 Stat. 388)) and acts amendatory or supplementary thereto.

1.8 “Class or Classes of Members” means the following for purposes of this Agreement:

- Class 2: Those Members who are entitled to the delivery of State Water Project water along the South Bay Aqueduct, except Santa Clara Valley Water District..
- Class 3: Those Members who are entitled to the delivery of State Water Project water within the San Joaquin Valley, except Kern County Water Agency.
- Class 5: Those Members who are entitled to the delivery of State Water Project water along the Coastal Aqueduct downstream of the Devil’s Den Pumping Plant.
- Class 7: Those Members who are entitled to the delivery of State Water Project water along the West Branch of the California Aqueduct, except the Metropolitan Water District of Southern California.
- Class 8: Those Members who are entitled to the delivery of State Water Project water along the East Branch of the California Aqueduct, except the Metropolitan Water District of Southern California.

1.9 “Construction Authority Stand Up Costs” mean the stand up costs for the Construction Authority as described in Article XII (**BUDGET AND EXPENSES**) of this Agreement.

1.10 “Contracted Proportionate Share” means the percentage of Conveyance Project costs and benefits that a Member has contracted for under a Long Term Water Supply Contract with DWR, or the percentage of Conveyance Project planning funding that a Member has contracted with DWR to fund.

1.11 “Conveyance Project” means the project described in the Department of Water Resources Notice of Preparation dated January 15, 2020.

1.12 “Delta” has the meaning set forth in the Recitals.

1.13 “Delta Conveyance Design and Construction Joint Powers Authority” or “Construction Authority” means the public agency created by this Agreement.

1.14 “Director” means a Director of the Board appointed in accordance with Article 6 (Directors and Officers).

1.15 “DWR” has the meaning set forth in the Recitals.

1.16 “Effective Date” means the date set forth in Section 3.1.

1.17 “Member” means a public entity that satisfies the requirements of Article V (**MEMBERSHIP**) of this Agreement.

1.18 “Members” mean all of the public entities that satisfy the requirements of Article V (**MEMBERSHIP**) of this Agreement.

1.19 “Officer” means an Officer of the Delta Conveyance Design and Construction Joint Powers Authority appointed in accordance with Section 6.2.

1.20 “President” means the President of the Delta Conveyance Design and Construction Joint Powers Authority appointed in accordance with Section 6.3.

1.21 “Reclamation” means the United States Bureau of Reclamation.

1.22 “Secretary” means the Secretary of the Delta Conveyance Design and Construction Joint Powers Authority appointed in accordance with Section 6.3.

1.23 “Section” means a section, subsection or sub-subsection within an Article of this Agreement and, unless otherwise specified, refers to all numbered and lettered divisions within that section, subsection or sub-subsection.

1.24 “State” means the State of California.

1.25 “State Water Project” or “SWP” means the State Water Facilities, as defined in California Water Code section 12934(d).

1.26 “Treasurer” means the Treasurer of the Conveyance Project Coordination Agency appointed in accordance with Section 6.3.

1.27 “Vice-President” means the Vice-President of the Delta Conveyance Design and Construction Joint Powers Authority appointed in accordance with Section 6.7.

ARTICLE II: CREATION OF THE DELTA CONVEYANCE DESIGN AND CONSTRUCTION JOINT POWERS AUTHORITY

There is hereby created pursuant to the Joint Exercise of Powers Act, California Government Code section 6500 *et seq.*, a public entity to be known as the “Delta Conveyance Design and Construction Authority.” Delta Conveyance Design and Construction Joint Powers Authority shall be a public entity separate from its Members.

ARTICLE III: TERM

This Agreement shall become effective when at least two Members (1) execute this Agreement and (2) agree there is sufficient representation to fund the Construction Authority’s Stand Up Costs.

This Agreement shall remain in effect until terminated pursuant to the provisions of Article XIV (**WITHDRAWAL OF MEMBERS**) of this Agreement.

ARTICLE IV: PURPOSES AND POWERS

4.1 Purpose. The purpose of this Agreement is to establish a public entity separate and apart from its Members to undertake those activities required to complete the design and construction of the Conveyance Project.

4.2 Powers. The Construction Authority shall have the power in the name of the Construction Authority to exercise those common powers, and all independent, complete and/or supplementary powers authorized by Government Code section 6584 *et. seq.* or as otherwise authorized by law, necessary or appropriate to design and construct the Conveyance Project including, but not limited to, the following:

- 4.2.1 To make and enter into contracts necessary for the full exercise of the Construction Authority powers;
- 4.2.2 To incur debts, liabilities, or obligations subject to the limitation herein set forth;
- 4.2.3 To acquire real or personal property, including, without limitation, by purchase, lease, gift, bequest, or devise, to hold, manage, lease and dispose of any such property;
- 4.2.4 To hold, manage, operate and maintain all Construction Authority property, facilities, buildings, structures, vehicles, apparatus and equipment;
- 4.2.5 To contract for the services of engineers, attorneys, technical specialists, financial consultants, and to employ such other persons as it deems necessary;

- 4.2.6 To apply for, accept, and receive state, federal or local licenses, permits, grants, loans, or other aid from any agency of the United States, the State or other public or private entities as the Construction Authority deems necessary for the full exercise of its powers;
- 4.2.7 To undertake any investigations, studies, and matters of general administration;
- 4.2.8 To develop, collect, provide, and disseminate to the Members and others information that furthers the purposes of the Construction Authority;
- 4.2.9 To sue and be sued in its own name;
- 4.2.10 To receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity;
- 4.2.11 To procure bonds, insurance and self-insurance as it deems advisable to protect the Parties and Construction Authority and its property, officers, employees, contractors and agents;
- 4.2.12 To perform all acts necessary or proper to carry out fully the purposes of this Agreement; and
- 4.2.13 To also exercise the independent, complete and/or supplementary powers of a joint powers agency, as provided by law.

4.3 To the extent required under Government Code section 6509, the Construction Authority shall exercise its powers in the manner and according to the methods provided under the laws applicable to the Metropolitan Water District of Southern California. This designation may be changed by approval of the Board.

4.4 Except as expressly provided herein, nothing in this Agreement shall be construed as affecting the rights or obligations of the Parties, including but not limited to any rights or obligations pursuant to contracts for delivery of water from the CVP or SWP.

ARTICLE V: MEMBERSHIP

5.1 Members. Membership in the Construction Authority shall be limited to those public entities (1) that possess the common powers described in Article IV (**PURPOSES AND POWERS**) of this Agreement, (2) that will bear at least some of the financial obligation for the Conveyance Project, and (3) that execute this Agreement within five (5) months of it becoming effective and any addenda thereto. The Members will be listed in Exhibit A and, upon direction from the Board, Exhibit A may be modified without constituting an amendment to this Agreement.

5.2 New Members. It is recognized that entities, other than the original Members may wish to participate in the Construction Authority. Additional entities may become Members

of the Authority upon such terms and conditions as provided by the Board upon affirmative vote of a majority of Directors.

ARTICLE VI: DIRECTORS AND OFFICERS

6.1 Board of Directors. The Construction Authority shall be governed by a Board of Directors.

6.1.1 Directors Representing SWP Contractor Members. The Construction Authority shall have up to seven (7) Directors and seven (7) Alternative Directors, with each pair appointed by and representing the following Members:

- i. Metropolitan Water District of Southern California (State Water Project)
- ii. Kern County Water Agency
- iii. Santa Clara Valley Water District
- iv. Class 8 Members
- v. Class 8 Members
- vi. Class 2 Members
- vii. Class 3, 5 and 7 Members.

6.1.2 On or before July 1 of each year, Members and the Classes of Members for each Board of Director seat shall provide to the Construction Authority in writing the names of the Directors and Alternative Directors for each group identified in 6.1.1 for the year.

6.1.3 Directors and Alternative Directors shall receive such compensation from the Authority for services as may from time to time be established by the Board. In addition, Directors and Alternative Directors shall be reimbursed for expenses incurred by such Director or Alternative Directors in the conduct of the Construction Authority's business.

6.1.4 The names of all Directors and Alternative Directors shall be on file with the Board.

6.1.5 (a) For those Board of Director positions representing one Member, the Directors and Alternative Directors shall be directors, officers or employees of the Member or class of Members he or she represents.

(b) For those Board of Director and Alternate Director positions representing more than one Member, one shall be an elected director, officer or employee of the represented Members, and one shall be an employee of the represented Members. Notwithstanding the previous sentence, both Directors may be an elected director, officer, or employee of the represented Members if at least 80% of the Total Contracted Proportionate Share of all the Members represented by a respective Board position agree to such.

- 6.1.6 The vote, assent, or approval of the Member for the appointment of the Director and Alternate Director shall be evidenced by a copy of the resolution of the governing board, the board minutes of the relevant meeting, or a letter of the governing board or executive officer of the Member or an association of a class of Members filed with the Construction Authority.
- 6.1.7 Process to Fill Vacancies. In the event of a vacancy on the Board, the Member, Class of Members, or Classes of Members for which the Board vacancy exists shall fill such vacancy according to reasonable procedures determined by the Construction Authority consistent with this Article VI (**DIRECTORS AND OFFICERS**).
- 6.1.8 Each Director and Alternate Director shall hold office from the first meeting of the Board after his or her appointment by the Member, Class of Members, or Classes of Members he or she represents until a successor is selected and the Construction Authority is notified.
- 6.1.9 Directors and Alternate Directors serve at the pleasure of the Member, Class of Members, or Classes of Members. A Director and Alternate Director office shall be declared vacant if the person serving dies, resigns, the Member the Director or Alternate Director serves withdraws from this Agreement, the membership of the Member the Director or Alternate Director serves is terminated, or whenever, at the discretion of the particular Member, Class of Members, or Classes of Members, the Director or Alternative Director is incapable of serving. Upon the Director office becoming vacant, the Alternate Director, if the office is not vacant, shall serve as Director, until the Member, Class of Members, or Classes of Members appoint a Director.
- 6.1.10 All the power and authority of the Construction Authority will be exercised by the Board, subject however to the rights reserved by the Members as herein set forth; provided, however, that the Board may delegate such powers and authority to the President or Executive Director as the Board may determine by motion, resolution or ordinance. The Board may also appoint and delegate such powers and authority to advisory committees or subcommittees composed of Directors and Officers as the Board may determine by motion, resolution or ordinance.
- 6.1.11 The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its affairs as may be required.

6.2 Officers. Officers of the Construction Authority shall be a President, Vice President, Secretary, and Treasurer. Any number of offices may be held by the same person provided that the President shall not also serve as the Vice President, Secretary, or Treasurer. The Vice President, or in the Vice President's absence, the Secretary shall exercise all powers of the President in the President's absence or inability to act. The President, the Vice President, and

the Secretary must be members of the Board of Directors. The President shall chair meetings of the Board. In the absence of the President, the Vice President shall be the chair such meetings. In the absence of the President and Vice President, the Secretary shall chair the meeting.

6.3 Appointment of Officers. Officers shall serve two (2) year terms and, except for the offices of President and Vice President, serve at the pleasure of the Board. As provided for in Article VII (**BOARD MEETINGS**) of this Agreement, the Secretary and Treasurer shall be chosen at the initial Board meeting or as soon as practical thereafter. The Secretary and Treasurer may serve for multiple consecutive terms. Any Officer may resign at any time upon written notice to the Board.

6.3.1 The offices of President and Vice President shall be selected and serve at the pleasure of the Board.

ARTICLE VII: BOARD MEETINGS

7.1 Initial Meeting. The initial meeting of the Board of Directors shall be held within 15 days of completion of the appointments of initial Directors and Alternative Directors, and held in Sacramento, California. The Board shall, at its first meeting or as soon thereafter as practicable, appoint the Secretary and Treasurer, and select an Auditor. Unless changed by the Board, the principle office of the Construction Authority shall be located in Sacramento County.

7.2 Time and Place. The Board shall meet at least twice per year at a time and place set by the Board, and at such other times as may be determined by the Board.

7.3 Special Meetings. Special meetings of the Directors may be called by the President or a majority of all the Directors.

7.4 Conduct. All meetings of the Board, including special and emergency meetings, shall be noticed, held, adjourned, and conducted in accordance with the Ralph M. Brown Act, to the extent applicable. The Board and Alternate Directors may use tele-conferencing or video-conferencing in connection with any meeting in conformance with and to the extent authorized by the applicable laws.

ARTICLE VIII: MEMBER VOTING

8.1 Quorum. A quorum of any meeting of the Board shall consist of a majority of the Directors. In the absence of a quorum, any meeting of the Board may be adjourned from time to time by a vote of a majority present, but no other business may be transacted.

8.2 Director Votes. Each Director shall have one (1) vote. All decisions by the Board shall be made by a majority vote of all the Directors.

8.2.1 Requests to Reconsider. Any Director may move to reconsider any action that pertains to items contained in Article XII (**BUDGET AND EXPENSES**) including, but not limited to, the issuance of notes or other forms of indebtedness, including entering into leases for real property or equipment, the approval or modification of the annual budget, and for

construction contracts 10 million dollars or more or service contracts that exceed 1 million dollars over the life of the contract. A request for reconsideration must be made at the meeting the item is being considered. If a request for reconsideration is made, it must be agendaized for the following meeting, which may not be less than 14 days and not more than 30 days from the date of the original action. In the event of such a request, that action shall be deemed suspended. If at least 70 percent of the Contracted Proportionate Share votes against the action at the meeting it is reconsidered, the original action shall be deemed disapproved.

8.2.2 Determination of Contracted Proportionate Share. For purposes of determining Contracted Proportionate Share for section 8.2.1, the Contracted Proportionate Share for those Board of Director positions representing more than one Member shall be the combined Contracted Proportionate Share of all the Members who are represented by that position, except that the Contracted Proportionate Share represented by each of the Class 8 Directors shall equal one half of the total combined Contracted Proportionate Share of all Class 8 Members.

8.3 Alternative Director. Alternate Directors shall have no vote if the Director is present. If the Director is not present, the Alternate Director may cast a vote.

ARTICLE IX: EXECUTIVE DIRECTOR

9.1 Appointment. The Board shall hire an Executive Director. The Executive Director shall be compensated for his/her services, as determined by the Board.

9.2 Duties. The Executive Director shall be the chief administrative officer of the Construction Authority, shall serve at the pleasure of the Board of Directors, and shall be responsible to the Board for the proper and efficient administration of the Construction Authority. The Executive Director shall have the powers that the Board delegate by motion, resolution or ordinance. The Executive Director will be delegated requisite authority to carry out such responsibilities as permitted by law.

9.3 Staff. The Executive Director shall employ such additional full-time and/or part-time employees, assistants and independent contractors that may be necessary from time to time to accomplish the purposes of the Construction Authority.

9.4 Term and Termination. The Executive Director will serve until he/she resigns or the Board decides to terminate his/her employment.

ARTICLE X: COMMITTEES

The Board may also appoint one or more advisory committees or establish standing committees. The Board shall within 60 days of an approved Conveyance Project establish an Environmental Compliance and Mitigation Committee. The Board shall determine the purpose and need for such committees and the necessary qualifications for individuals appointed to them. Each advisory or standing committee shall include at least one Director and the Director shall act

as the chair thereof. The Board President shall appoint Directors and chairs of committees. The Board may delegate such powers and authority to advisory committees or standing committees as the Board may determine by motion, resolution or ordinance.

ARTICLE XI: ACCOUNTING PRACTICES

11.1 General. The Board shall establish and maintain such funds and accounts as may be required by generally accepted utility accounting practice.

11.2 Fiscal Year. Unless the Directors decide otherwise, the fiscal year for the Authority shall be July 1 through June 30.

11.3 Auditor.

11.3.1 An Auditor shall be chosen annually by, and serve at the pleasure of the Board. As provided for in Article VII (**BOARD MEETINGS**) of this Agreement, the Auditor shall be chosen at the first Board meeting. An Auditor may serve for multiple consecutive terms. The Auditor may resign at any time upon written notice to the Board.

11.3.2 The Auditor shall make an annual audit of the accounts and records of the Authority. A report shall be filed as a public record with the Auditor of the county where the Authority is domiciled consistent with Government Code section 6505, and with each agency that is a Member. Such report also shall be filed with the Secretary of State within twelve (12) months of the end of the fiscal year under examination.

11.4 Treasurer. The Board, or its designated representative, shall contract with an independent certified public accountant or the Treasurer or Chief Financial Officer of any Member, to serve as Treasurer of the Authority. The Treasurer shall be the depository of and have custody of funds, subject to the requirements of Government Code sections 6505-6505.6. The Treasurer shall have custody of all money of the Construction Authority from whatever source and shall perform the duties specified in Government Code section 6505.5. The Treasurer shall be bound in accordance with Government Code section 6505.1 and shall pay demands against the Construction Authority that have been approved by the Board. All funds of the Construction Authority shall be strictly and separately accounted for, and regular reports shall be rendered to the Board of all receipts and disbursements at least quarterly during the fiscal year. The books and records of the Construction Authority shall be open to inspection by a Director at all reasonable times upon reasonable notice.

ARTICLE XII: BUDGET AND EXPENSES

12.1 Budget. The Board shall adopt an annual budget before the beginning of a fiscal year. The budget shall include, at a minimum, individual contract estimates with a contingency amount and all administrative costs to be incurred by the Construction Authority to perform the purposes of this Agreement.

12.2 Construction Authority Stand Up Costs. Members who were Members prior to the first amendment to this Agreement who contributed Stand Up Costs should be reimbursed any remaining Stand Up Costs within thirty days of the effective date of the first amendment.

12.3 Contribution; Payments; Advances. In accordance Section 6504 of the Government Code of the State of California, as amended, the Members may make such contributions, payments and advances, including in-kind services, to the Construction Authority as are approved from time to time by the Board of Directors.

12.4 Return of Contributions. In accordance with Government Code Section 6512.1, repayment or return to the Members of all or any part of any contributions made by Members may be directed by the Board at such time and upon such terms as the Board may decide.

12.5 Funding for the Construction Authority. Except for the Construction Authority Stand Up Costs actually expended, funding for the Authority which shall include but not be limited to all costs incurred and associated with the design and construction of the Conveyance Project pursuant to this Agreement shall be derived exclusively from DWR. However, in the event that DWR does not have the authority to fund, construct or own the Conveyance Project as part of the State Water Project, funding for the Construction Authority may be derived from other sources.

The Members of the Construction Authority shall not be responsible for any costs incurred by the Construction Authority in fulfillment of its purposes pursuant to this Agreement and any relevant Bylaws. The Construction Authority shall hold title to all funds and property acquired by the Construction Authority during the term of this Agreement.

12.6 Indebtedness. The issuance of bonds, notes or other forms of indebtedness, including entering into leases for real property or equipment, shall be approved at a meeting of the Directors.

ARTICLE XIII: LIABILITIES

13.1 No Member Liability. The debt, liabilities and obligations of the Construction Authority shall be the debts, liabilities and obligations of the Authority alone, and not the individual Members.

13.2 Indemnity. Funds of the Construction Authority may be used to defend, indemnify and hold harmless the Construction Authority, each Member, each Director, and any officers, agents and employees of the Construction Authority for their actions taken within the course and scope of their duties while acting on behalf of the Construction Authority, including pursuant to a future project agreement. Other than for gross negligence or intentional acts, the Construction Authority shall indemnify and hold harmless each Member, its officers, agents and employees from and against all claims, demands, or liability, including legal costs, arising out of or are encountered in connection with this Agreement and the activities conducted hereunder and shall defend each of them against any claim, cause of action, liability, or damage resulting therefrom. The directors, officers, employees, agents and volunteers of the Agency shall be entitled to defense and indemnification by the Construction Authority as provided under Government Code title 1, division 3.6, part 2, chapter 1, article 4 (commencing with Section 825)

and title 1, division 3.6, part 7 (commencing with section 995). The indemnification and hold harmless provisions of this section 13.2 shall apply in lieu of the right of contribution provisions at Government Code Sections 895-895.8.

ARTICLE XIV: WITHDRAWAL OF MEMBERS

14.1 Termination of Membership. The Board of Directors may terminate the membership of any Member upon a finding that the Member (1) does not possess powers common to the other Members, or (2) does not agree to bear its share of the Conveyance Project's costs.

14.2 Unilateral Withdrawal. Upon sixty (60) days' prior written notice, a Member may unilaterally withdraw from this Agreement for any reason, without causing or requiring termination of this Agreement. A member that withdraws shall be held to its financial obligations to the Construction Authority incurred while a member. Unless the notice is retracted, the withdrawal shall be effective as of the date the Member provided written notice or after written confirmation from the Construction Authority that the Member's outstanding obligations have been resolved.

14.3 Termination and Distribution.

14.3.1 This Agreement shall continue until terminated. However, it may not be terminated until such time as (1) DWR has accepted the Conveyance Project in accordance with Joint Exercise of Powers Agreement between the Department of Water Resources, State of California and the Construction Authority and (2) DWR has taken over all activities related to the design and construction of the Conveyance Project, and all principal of and interest on any liabilities or other forms of indebtedness of the Construction Authority are paid in full. Thereafter, this Agreement may be terminated by the written consent of 80% of the then current Members; provided, however, that this Agreement and the Construction Authority continue to exist after termination for the purpose of disposing of all claims, distribution of assets and all other functions necessary to conclude the obligations and affairs of the Construction Authority.

14.3.2 After completion of the Construction Authority's purposes, all assets and any surplus money on deposit in any fund or account of the Construction Authority will be distributed in accordance with the Board's direction. The Board is vested with all powers of the Delta Conveyance Design and Construction Joint Powers Authority.

ARTICLE XV: BYLAWS

At, or as soon as practicable after, the first meeting of the Board of Directors, the Board shall draft and approve Bylaws of the Construction Authority to govern the day-to-day operations of the Construction Authority.

ARTICLE XVI: MISCELLANEOUS PROVISIONS

16.1 Non-Waiver of Sovereign Authority. Nothing herein shall constitute a waiver or relinquishment of sovereign authority of any Member with respect to any decision related hereto, including, but not limited to, the decision to participate in any action hereunder or to participate in an action separate and apart herefrom.

16.2 No Predetermination or Irretrievable Commitment of Resources. Nothing herein shall constitute a determination that any action, including the Conveyance Project, shall be undertaken or that any irretrievable commitment of resources shall be made, until such time as the required compliance with the California Environmental Quality Act, National Environmental Policy Act, or permit requirements, as applicable, has been completed.

16.3 Notices. Notices to a Director or Member hereunder shall be sufficient if delivered to the principal office of the respective Director or Member and addressed to the Director or Member. Delivery may be accomplished by U.S. Postal Service, private mail service, or electronic mail.

16.4 Amendments To Agreement. This Agreement may be amended or modified at any time only by subsequent written agreement approved and executed by a two-thirds vote of the Members.

16.5 Agreement Complete. The foregoing constitutes the full and complete Agreement of the Members. There are no oral understandings or agreements not set forth in writing herein.

16.6 Severability. Should any part, term or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any applicable Federal law or any law of the State of California, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, or provisions hereof shall not be affected thereby, provided however, that if the remaining parts, terms, or provisions do not comply with Government Code sections 6500 *et seq.*, this Agreement shall terminate.

16.7 Withdrawal by Operation of Law. Should the participation of any Member to this Agreement be decided by the courts to be illegal or in excess of that Member's authority or in conflict with any law, the validity of the Agreement as to the remaining Members shall not be affected thereby.

16.8 Assignment. Except as otherwise provided in this Agreement, the rights and duties of the Members may not be assigned or delegated without the written consent of all other Members. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void.

16.9 Binding on Successors. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Members hereto. No creditor, assignee, or third-party beneficiary of any Member shall have any right, claim or title to any part, share interest, fund, or asset of the Construction Authority.

16.10 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original.

16.11 Singular Includes Plural. Whenever used in this Agreement, the singular form of any term includes the plural form and the plural form includes the singular form.

16.12 Limitations on Liability. Section 13.2 of this Agreement defines the scope of the Construction Authority's duty to defend, indemnify and hold harmless any Director, officer, agent or employee. The Construction Authority may purchase such insurance as the Board may deem appropriate for this purpose. A Member may separately contract for or assume responsibility for specific debts, liabilities, or obligations of the Construction Authority. Notwithstanding any other provision of this Agreement, no fee, assessment or charge may be levied against a current Member without express consent of the Member.

16.13 Official Bonds. The Executive Director and the Auditor are designated as officers required having and filing official bonds pursuant to Government Code section 6505.1 in amounts to be fixed by the Board.

16.14 Closed Session. Closed sessions of the Board shall be confidential. However, confidential information from closed sessions may be disclosed to Members as permitted by Government Code section 54956.96. The Board may include provisions in its bylaws to implement this section.

16.15 Amended and Restated Agreement. Upon the effective date of this Agreement, the previous Joint Powers Agreement Forming the Delta Conveyance Design and Construction Joint Powers Authority is hereby superseded and replaced in full by this Agreement and the new Board shall be seated. The Board shall amend the Bylaws as necessary to reflect this Agreement.

IN WITNESS WHEREOF, the Members hereto have executed this Agreement by authorized officials thereof on the dates indicated below, which Agreement may be executed in counterparts.

METROPOLITAN WATER DISTRICT OF SOUTHERN CALIFORNIA

By: _____
Title: _____
Date: _____

KERN COUNTY WATER AGENCY

By: _____
Title: _____
Date: _____

SANTA CLARA VALLEY WATER DISTRICT

By: _____
Title: _____
Date: _____

ALAMEDA COUNTY FLOOD CONTROL ZONE 7 WATER DISTRICT

By: _____
Title: _____
Date: _____

AGENCY: _____

By: _____

Title: _____

Date: _____

AGENCY: _____

By: _____

Title: _____

Date: _____

AGENCY: _____

By: _____

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Date: _____

AGENCY: _____

By: _____

Title: _____

Date: _____

AGENCY: _____

By: _____

Title: _____

Date: _____

NOTICE OF EXEMPTION

<p>TO: Office of Planning and Research 1400 Tenth Street Sacramento, CA 95814 state.clearinghouse@opr.ca.gov</p> <hr/> <p>County Clerk-Recorder County of Los Angeles 12400 Imperial Highway Norwalk, CA 90650</p>	<p>FROM: San Gabriel Valley Municipal Water District 1402 East Vosburg Drive Azusa, CA 91702</p>
<p>1. Activity Title:</p>	<p>Approval of a resolution (“Resolution”) authorizing (1) the San Gabriel Valley Municipal Water District (“District”) to participate in the proposed Delta Conveyance Project; (2) the District’s general manager to enter into a funding agreement for environmental planning costs relating to the Delta Conveyance Project; and (3) the District to enter into the Delta Conveyance Design and Construction Authority joint powers agreement.</p>
<p>2. Lead agency approving the activity:</p>	<p>San Gabriel Valley Municipal Water District</p>
<p>3. Activity Location:</p>	<p>The Resolution and the activity it approved has no specific location as it does not entail construction, development, or any other activity that could potentially result in a significant environmental impact.</p> <p>The Resolution does not in any way approve or commit the District to the Delta Conveyance Project, which the Department of Water Resources (“DWR”) is still analyzing and considering. DWR anticipates that, if approved, a future Delta Conveyance facility might span portions of Sacramento, Yolo, San Joaquin, Contra Costa, and/or Solano counties.</p>
<p>4. Description of nature, purpose, and beneficiaries of Activity:</p>	<p>On November 9, 2020, the Agency approved Resolution No. [REDACTED]. The Resolution authorized the District’s General Manager to (1) inform DWR that the District desires to participate in the Delta Conveyance Project at a .79 percent participation level of the District’s Table A amount (the District already has a long-term water contract with DWR for the delivery of State Water Project water, and the Resolution does nothing to amend that contract); (2) execute a funding agreement with DWR for environmental planning costs associated with the Delta Conveyance Project; and (3) execute a Joint Powers Agreement to become a member of the Delta Conveyance Design and Construction Authority (“DCA”). The resolution does not commit the District to any current or future project, and it does not entail any construction or other activity that could result in a potential physical change to the environment.</p>
<p>5. Exempt status:</p>	
<p><input checked="" type="checkbox"/> Not an approval of a project.</p>	<p>State CEQA Guidelines sections 15060(c)(3), 15378(a), (b)(2)(4)(5)</p>
<p><input checked="" type="checkbox"/> Statutory exemption.</p>	<p>State CEQA Guidelines section 15262</p>

<input checked="" type="checkbox"/> Common sense exemption.	State CEQA Guidelines section 15061, subd. (b)(3)
6. Reason why activity was exempt:	<p>The District’s approval of the Resolution does not qualify as a “project” subject to CEQA because it constitutes (1) continuing administrative or maintenance activities, such as general policy and procedure making; (2) government fiscal activities that do not involve any commitment to any specific project that may result in a potentially significant physical impact on the environment; and (3) organizational or administrative activities of a public agency that will not result in direct or indirect physical changes in the environment. (State CEQA Guidelines, §§ 15060(c)(3).) Moreover, the approval of the Resolution does not qualify as a “project” because it does not have a potential to result in either a direct, or reasonably foreseeable indirect, physical change in the environment. (State CEQA Guidelines, § 15378(a).)</p> <p>Alternatively, the District’s approval of the Resolution is statutorily exempt from CEQA under State CEQA Guidelines section 15262, as the Resolution concerned “feasibility or planning studies for possible future actions [that] the agency ... has not approved, adopted, or funded.” (State CEQA Guidelines, § 15262.) Notably, although the Resolution provides for some funding for the environmental planning costs associated with the Delta Conveyance Project, it provides for no funding for the construction of the Delta Conveyance Project, nor does it otherwise commit the District to the Delta Conveyance Project.</p> <p>Furthermore, the District’s approval of the Resolution is exempt from CEQA under the common sense exemption set forth in State CEQA Guidelines section 15061(b)(3), as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. None of the exceptions to this exemption identified in CEQA Guidelines § 15300.2 exist here.</p>
7. Public Agency Contact Person:	Darin Kasamoto, General Manager
Telephone:	(626) 969-7911

Signature: _____

Date: _____

Name: Darin Kasamoto, General Manager

Date Received for Filing: _____

(Clerk Stamp Here)

**State of California
California Natural Resources Agency
DEPARTMENT OF WATER RESOURCES**

**AGREEMENT FOR
THE ADVANCE OR CONTRIBUTION OF MONEY TO
THE DEPARTMENT OF WATER RESOURCES
BY
THE SAN GABRIEL VALLEY MUNICIPAL WATER DISTRICT**

**FOR PRELIMINARY PLANNING AND DESIGN COSTS RELATED TO A
POTENTIAL DELTA CONVEYANCE PROJECT**

THIS AGREEMENT is made, pursuant to the provisions of all applicable laws of the State of California, between the State of California, acting by and through its Department of Water Resources (“Department” or “DWR”), and the San Gabriel Valley Municipal Water District (“Contractor”), each herein referred to individually as a “Party” and collectively as the “Parties”.

Recitals

WHEREAS, DWR and the Contractor listed on the signature page hereto have entered into and subsequently amended a long-term water supply contract, herein referred to as a “Water Supply Contract,” providing that DWR will supply certain quantities of water to the Contractor, providing that Contractor shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payments; and

WHEREAS, the Bay Delta Conservation Plan (“BDCP”) process was initiated in 2005-2006 and the Delta Habitat Conservation and Conveyance Program (“DHCCP”) was initiated in 2008; and

WHEREAS, the Bay Delta Conservation Plan (“BDCP”) and (“DHCCP”) resulted in development of a project known as the California WaterFix (“WaterFix”); and

WHEREAS, on July 21, 2017, DWR approved the California WaterFix project; and

WHEREAS, certain Contractors have entered into that certain Joint Powers Agreement dated May 14, 2018 forming the Delta Conveyance Design and Construction Authority (“DCA”); and

WHEREAS, DWR and DCA have entered into that certain Joint Powers Agreement (“JEPA”), dated May 22, 2018, as amended and restated, and as the same has or may be further amended, wherein the DCA will provide preliminary design, planning and other preconstruction activities to assist the environmental planning process for a potential Delta conveyance project under the supervision of DWR (the “Work” as defined in the JEPA); and

WHEREAS, a copy of the resolution of the Board of Directors of Contractor authorizing its General Manager to execute this Agreement is attached hereto as Exhibit A; and

WHEREAS, a State Agency may advance or contribute funds to DWR for SWP purposes pursuant to Water Code section 11135 and (ii) DWR may accept such advanced or contributed funds and thereafter use such funds in accordance with the terms of this Agreement pursuant to Water Code section 11141; and

WHEREAS, DWR and Contractor desire to enter into this funding Agreement to provide for the contribution or advance of funds to DWR and authorize the use of the contributed funds for purposes related to environmental review, planning and design of a Delta conveyance project as described below.

AGREEMENT

NOW, THEREFORE, it is mutually agreed by the Parties as follows:

1. When used in this Agreement, terms defined in the Water Supply Contract (as defined herein) shall be defined by reference to the Water Supply Contractor. In addition, the following definitions shall apply:
 - a. **“Calendar Year”** means the period January 1 through December 31.
 - b. **“Contributed Funds”** means money contributed or advanced to DWR by Contractor pursuant to this Agreement. The total initial amount Contractor agrees to provide is \$2,678,173.00, and is comprised of the following annual amounts to be paid to DWR in the manner described in Section 5 of this Agreement: \$496,856.00 for 2021; \$484,737.000 for 2022; \$807,895.00 for 2023; and \$888,685.00 for 2024.
 - c. **“Contribution Payment(s)”** means the payments of Contributed Funds that Contractor agrees to provide to DWR pursuant this Agreement
 - d. **“Contractor”** means a State Agency that is a party to a Water Supply Contract with DWR.
 - e. **“Department”** or **“DWR”** means the California Department of Water Resources.
 - f. **“Effective Date”** has the meaning ascribed to it in section 11 hereof.
 - g. **“JEPA”** means the Joint Exercise of Powers Agreement between DWR and the DCA dated May 22, 2018, as amended and restated and as may be further amended from time to time.

- h. **“Pay-Go Charge”** means the charge included on Contractor’s Statements of Charges for the purpose of collecting Contributed Funds that Contractor agrees to advance or contribute to DWR pursuant to this Agreement.
 - i. **“Party”** or **“Parties”** means DWR, the undersigned Contractor, or all signatories to this Agreement.
 - j. **“State Agency”** has the meaning ascribed to it by Water Code section 11102.
 - k. **“SWP”** or **“State Water Project”** means the State Water Project operated by DWR. The SWP generally includes the State Water Facilities, as defined in California Water Code section 12934(d), and certain facilities authorized by the Central Valley Project Act at section 11100 *et. seq.*
 - l. **“Water Supply Contract”** means the long-term water supply contract, as amended and as may be amended in the future, between Contractor and DWR.
 - m. **“Work”** has the meaning ascribed to it in the Recitals to this Agreement.
2. Effect of Agreement. DWR and Contractor agree that nothing in this Agreement supersedes previous funding agreements or the obligations under those funding agreements unless specifically addressed in this Agreement.
 3. Purposes of Agreement. This Agreement documents Contractor’s agreement to provide Contributed Funds to DWR for the purposes set forth in Section 4, the manner of providing those funds as set forth in Section 5, and the means by which future contributions may be made.
 4. Use of Funds. DWR shall use the Contributed Funds and any future Contributed Funds collected from Contractor pursuant to section 5 hereof, for the payment of DCA invoices submitted to DWR on or after October 1, 2020 for the Work done or costs incurred by DCA, or for Delta conveyance project planning work done by DWR through the Delta Conveyance Office (“DCO”) and any other purpose consistent with the JEPA, as the same has been, and may be, amended from time to time. DWR will not use funds provided under this Agreement for the activities described in the Mitigated Negative Declaration for Soil Investigations for Data Collection in the Delta adopted by DWR on July 9, 2020.
 5. Charge Procedure. Contractor shall pay its Pay-Go Charge on the date(s) and in the amount(s) set forth on the revised Statement of Charges for 2021, and subsequent Statements of Charges issued to Contractor by DWR. The annual amounts will be paid in twelve monthly installments. Contractor may agree, without amending this Agreement, to advance additional funds after the Effective Date, which shall be considered Contributed Funds, by delivery to DWR of a letter in substantially the form attached hereto as Exhibit B, which letter shall specify the amount to be advanced or contributed, whether the payments will be in the form of one or more lump sums or in 12 equal installments, and

together with such other information the Parties deem necessary or desirable to effectuate the advance or contribution. A copy of the resolution, or other Board authorization, of Contractor's Board of Directors approving the subject contribution shall be enclosed with the letter. Upon receipt of a contribution letter DWR shall indicate its agreement by returning a counter signed copy of the letter to Contractor. The agreed upon advance or contribution shall thereafter be included in Contractor's Statement of Charges or a revised Statement of Charges, as appropriate. The charge shall be designated by reference to the year in which the charge is to begin, followed, if there be more than one such subsequent advance or contribution in a year by a dash and an integer followed by the words Pay-Go Charge.

6. Limitation. With respect to the Work and the DCA, nothing in this Agreement imposes any duty or obligation either expressly or by implication on DWR other than the duty to use Contributed Funds to pay the undisputed portion of DCA invoices submitted to DWR during the term of this Agreement in accordance with the terms of this Agreement and the JEPA if, as and when Contributed Funds have been received by DWR under this Agreement and other similar agreements or arrangements with other Contractors for purposes substantially the same as those described herein and is available for the payment thereof.
7. Reporting. DWR, through its DCO and in coordination with its State Water Project Analysis Office (SWPAO), shall annually prepare a report summarizing the advances or contributions received, and expenditures made pursuant to, this Agreement. The first such report shall be completed not later than March 31, 2021 and thereafter not later than March 31 of each subsequent year. Contractor may request in writing a summary of the advances, contributions, and expenditures at any time during the term of this Agreement and DWR shall provide such within thirty (30) days of such written request.
8. Status of Project. Contractor recognizes that the funds contributed pursuant to this Agreement are for the planning activities in support of DWR's environmental review and permitting process, including but not limited to the Work, for a potential Delta Conveyance project. The advance or contribution of Contributed Funds is not contingent on, or in exchange for, DWR's agreement to exercise its discretion in future to approve a Delta conveyance project.
9. Unspent Funds. Upon termination of this Agreement, it is the intent of the Parties that any unspent Contributed Funds remaining after payment of all costs for which the funds were contributed will be returned to Contractor as a credit on Contractor's Statement of Charges in proportion to its percentage share of advances or contributions made by all Contractors that entered into Agreements similar to this Agreement.
10. Reimbursement of Contributed Funds. If a Delta conveyance project is approved by DWR and is implemented it is the intent of the Parties hereto that the Contributed Funds spent in accordance with this Agreement be reimbursed or credited to Contractor according to the relative amount each such Contractor paid pursuant to this Agreement, upon the issuance and sale of revenue bonds by either the Department or a Joint Powers Authority established , whichever occurs earlier, for the purpose of, among other things, funding a future Delta

conveyance facility. The Department shall be under no obligation to issue and sell bonds for the purpose(s) described in the foregoing sentence or to undertake any reimbursement or credit as so described, unless a determination is first made by DWR in its sole discretion that such issuance and sale of revenue bonds, such reimbursement, or such credit as applicable is consistent with applicable law, applicable judicial rulings, and applicable contractual obligations of DWR, and the Parties have negotiated and executed such further agreements as may be necessary to accomplish such credit or reimbursement on terms acceptable to DWR.

11. Effective Date and Term. This Agreement shall become effective on the date the last Party hereto signs the Agreement as set forth on the signature page(s) hereto (“Effective Date”) and shall continue in effect until terminated in writing by the Parties. The Parties obligations under Section 10 shall survive termination of this Agreement.

12. Invoices, Notices or Other Communications. All invoices, notices, or other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (i) served personally on the Party to whom notice is to be given; (ii) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (iii) on the third day after mailing, if mailed to the Party to whom invoice, notice or other communication is directed, by first-class mail, postage prepaid, and properly addressed to the designated representative(s) of the Party set forth below.

DWR: Pedro Villalobos
Chief, State Water Project Analysis Office
Department of Water Resources
1416 Ninth Street, Room 1620
Post Office Box 94236
Sacramento, California 94236-0001

Copy to
Anthony Meyers
Executive Director, Delta Conveyance Office
Department of Water Resources
901 P Street, Room 413
Sacramento, California 94236-0001

Copy to
Christopher Martin
Office of the Chief Counsel
Department of Water Resources
1416 Ninth Street, Room 1620
Post Office Box 94236
Sacramento, California 94236-0001

Contractor:

Copy to:

Darin Kasamoto

General Manager

San Gabriel Valley Municipal Water District

1402 East Vosburg Drive

Azusa, CA 91702

13. No Delegation of Authority. Nothing in this Agreement constitutes a delegation by any Party of its existing authority to make any decision it is mandated to make. Nothing in this Agreement shall limit DWR's final decision-making authority at the time of consideration of future Delta conveyance facility related approvals. All provisions of this Agreement are intended to be, and shall to the extent reasonable be interpreted to be, consistent with all applicable provisions of State and federal law. The undersigned recognize that the Parties are public agencies and have specific statutory responsibilities, and that actions of these public agencies must be consistent with applicable procedural and substantive requirements of State and federal law. Nothing in this Agreement is intended to, nor will have the effect of, constraining or limiting any public agency in carrying out its statutory responsibilities or requiring an agency to take any action inconsistent with applicable law. Nothing in this Agreement constitutes an admission by any Party as to the proper interpretation of any provision of law, nor will it have the effect of, waiving or limiting any public entity's rights and remedies under applicable law except as expressly provided elsewhere in this Agreement. Execution of this Agreement does not constitute pre-approval of any project or preferred project alternative, or waive or otherwise abridge responsible trustee duties required, or discretion authorized or granted by, State and federal law.
14. Amendment. Except as otherwise set forth above, this Agreement may only be amended or modified by a subsequent written agreement approved and executed by both Parties.
15. Applicable Law. This Agreement will be construed under and will be deemed to be governed by the laws of the United States and the State of California.
16. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement.
17. Counterparts. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which shall constitute one and the same agreement. Each signing Party shall have received a copy of the signature page signed by every other Party.

Exhibits attached and incorporated herein:

Exhibit A Board Resolution or other Board Authorization

Exhibit B Form of Letter Regarding Future Contributions

IN WITNESS WHEREOF, the Parties hereto, by their authorized representatives, have executed this Agreement on the date(s) set forth below.

Approved as to Legal Form
and Sufficiency

State of California
Department of Water Resources

Spencer Kenner, Chief Counsel

Karla A. Nemeth,
Director

Date

Date

Approved as to Legal Form
and Sufficiency

San Gabriel Valley Municipal Water
District

Signature

Signature

Printed Name

Printed Name

Date

Title

Date

Exhibit A

Resolution of the Board of Directors of Contractor

Exhibit B

Form of Contribution Letter

[date]

[address]

Re: Contribution or Advance of Money for Delta Conveyance Planning Activities

Dear Mr. Villalobos:

This letter is sent pursuant to section 5 of the Agreement for the Advance of Contribution of Money to the Department of Water Resources for Preliminary Planning and Design Costs Related to a Potential Delta conveyance Project dated _____, 2019 between Department of Water Resources and the [agency] ("Funding Agreement").

On [date] the Board of Directors of [agency] approved the contribution or advance of \$[amount] to the Department for use in accordance with the terms of the Funding Agreement. A copy of the Board's resolution is enclosed with this letter. The contribution or advance will be collected from [agency] in [a lump sum][equal monthly installments] by inclusion of a charge [on its Statement of Charges for [year]][on a revised Statement of Charges for [year] that Department will issue to [agency]]. The charge shall be referred to as the [year] Pay-go Charge. As provided by section 5 of the Agreement the contribution or advance described herein will be subject to the terms and conditions of the Agreement.

Please confirm your agreement to the foregoing by countersigning in the space provided below and returning an original copy of this letter agreement to [agency] at [address].

[signature blocks for agency and Department]

Enclosure(s)

cc: Anthony Meyers, Executive Director of Delta Conveyance Office

Delta Conveyance Project



Presentation Outline

- Proposed Board Action
- Recent Developments
- Notice of Preparation
- DCP Preliminary Benefits
- DCP Costs and Cost Allocation
- DCA Governance and Scope Changes
- Planning Funding Agreements

Recent Developments

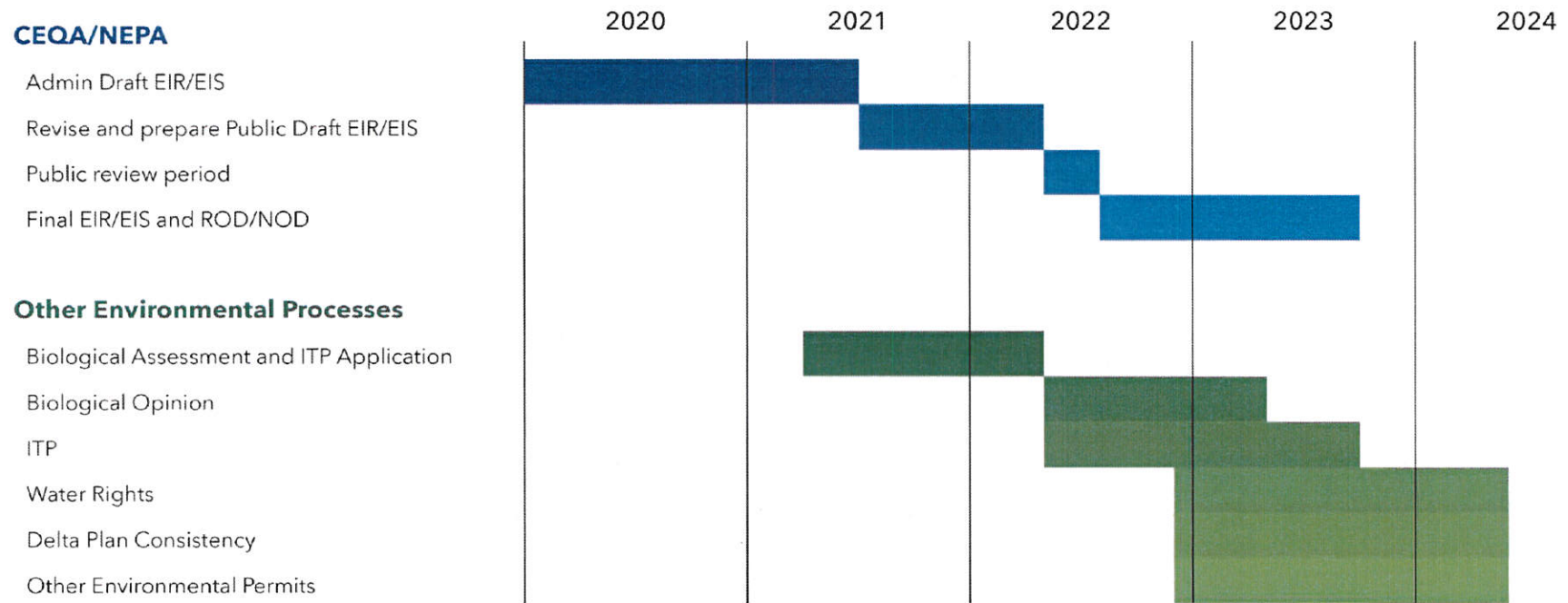
FEB 2019	Governor Newsom State of the State	<ul style="list-style-type: none">• Announced he did not support CA WaterFix as configured, but did support a single tunnel
JAN 2020	Department of Water Resources (DWR)	<ul style="list-style-type: none">• Released Delta Conveyance NOP• Single Tunnels (6,000 cfs)
APR 2020	Department of Water Resources (DWR)	<ul style="list-style-type: none">• Completes DCF AIP negotiations except for contractor participation

Board Action

- Review Agreement in Principle for SWP Contract Amendment
 - Allocation of Delta Conveyance Project benefits and costs
- Consider funding for environmental planning
- Revise Delta Conveyance Design and Construction Authority governance structure to reflect updated participation

Project Schedule

Delta Conveyance Project Schedule



Delta Conveyance

Agency Board Actions

December 2020
2021-22 Planning Costs

- Funding Agreement for planning costs
- Review Delta Conveyance Agreement in Principle
- Potential updates to DCA agreement

Post-2022
Planning Costs

Post-2023

- Project Participation
- Approve Project/Contract Amendment for Conveyance

Planning Activities (2020 – 2024)

◆ Draft EIR/S

◆ Final EIR/S

◆ Federal/State ESA Approvals

◆ Project Approval ROD/NOD

◆ SWRCB - Change in Point of Diversion

◆ DSC -Certification of Consistency

This slide does not show all necessary permits and regulatory processes. It is a general representation of one-way DWR may seek to comply with regulatory requirements.

Notice of Preparation

Date

Delta Conveyance Project

7

Delta Conveyance Objective

To restore and protect ability to deliver SWP Water Supply

- **CLIMATE RESILIENCY:** Addresses climate change, extreme weather, and rising sea-levels in the Delta for the SWP
- **SEISMIC RESILIENCY:** Minimizes health/safety risk to public from earthquake-caused reductions in water delivery quality and quantity from the SWP
- **WATER SUPPLY RELIABILITY:** Restores and protects ability to deliver SWP water in compliance with regulatory and contractual constraints
- **OPERATIONAL RESILIENCY:** Provides SWP operational flexibility to improve aquatic conditions and manage risks of additional future constraints

Delta Conveyance – Notice of Preparation

Alternatives:

- Proposed Project: Single tunnel up to 6,000 cfs
- DWR considering alternatives
 - Capacities ranging from 3,000 to 7,500 cfs
 - Varying degrees of involvement of the CVP, including no involvement
- Final choice of potentially feasible alternatives for Draft EIR in process

Delta Conveyance – Notice of Preparation

New Facilities:

- Intakes
 - Two intakes (3,000 cfs each)
- Tunnel
 - One underground tunnel
 - Two potential corridors being considered
- Forebays
 - Intermediate and Southern
- Pumping plant
- South Delta conveyance facilities
- Other ancillary facilities

Delta Conveyance – Notice of Preparation

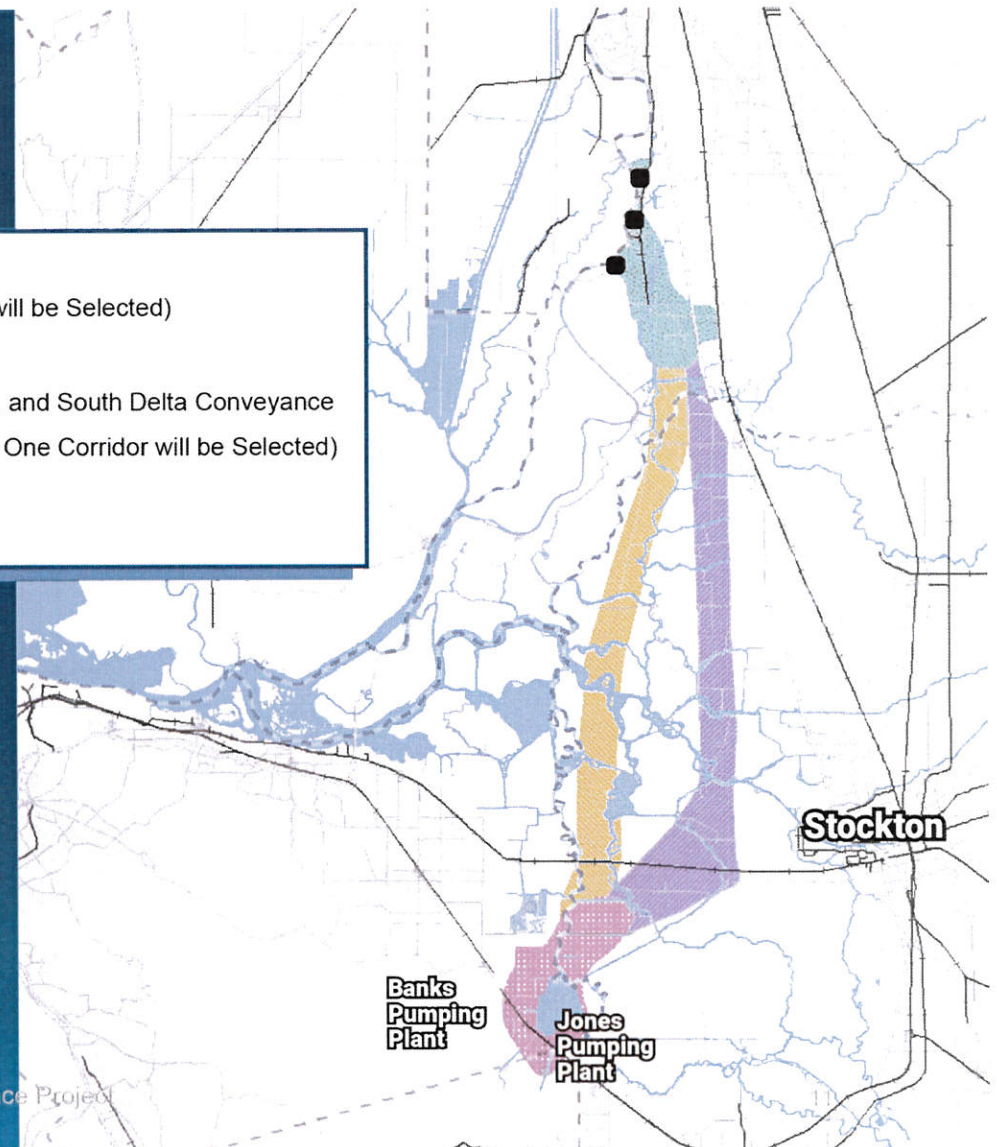
New Facilities

Date

Delta Conveyance Project

Legend

- Potential Intakes (Only Two Sites will be Selected)
- Intakes and North Tunnels
- Pumping Plant, Southern Forebay, and South Delta Conveyance
- Potential Optional Tunnel Corridors (Only One Corridor will be Selected)
- Central Tunnel Corridor
- Eastern Tunnel Corridor



Delta Conveyance Project

Status Update

- CEQA scoping process solicited comments on potential impacts and alternatives
- DWR currently screening project alternatives
 - Reasonable range of potentially feasible alternatives that avoid or substantially reduce potentially significant impacts
- Refine Proposed Project and alternatives
- Develop physical environmental footprint and operational criteria for environmental analysis
- Refine impact analysis approach and methods

DCP Preliminary Benefits

Date

Delta Conveyance Project

13

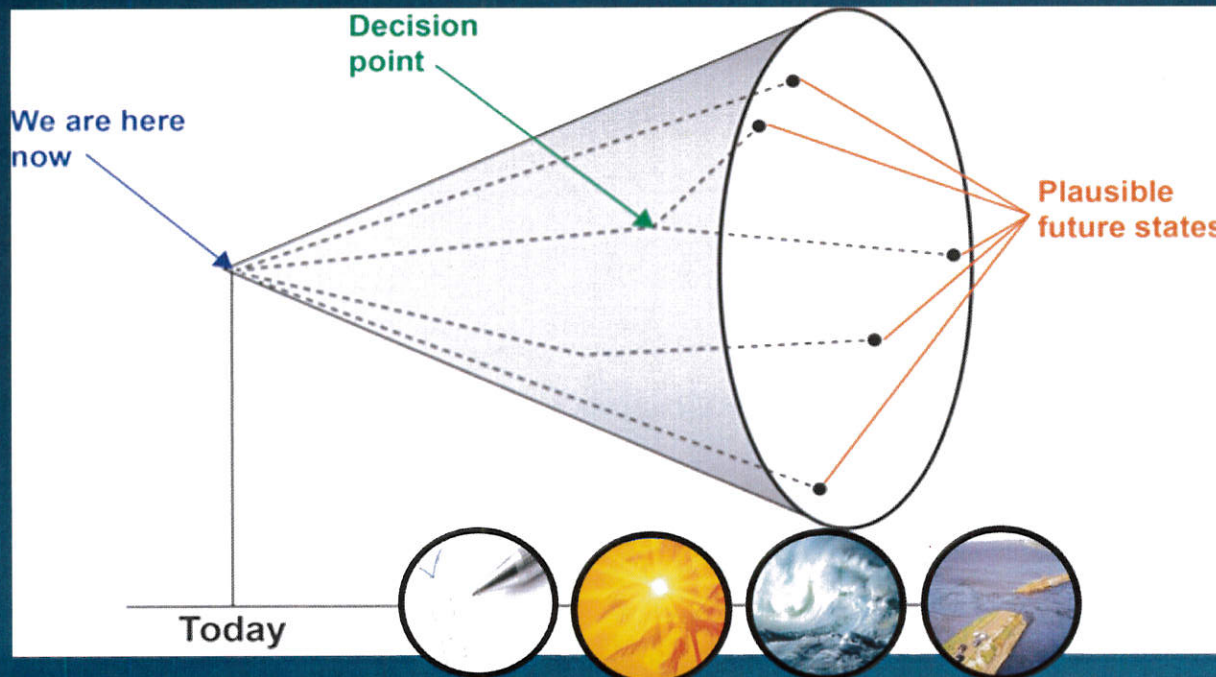
Preliminary DCP Benefits Analysis

- DWR is currently developing the Delta Conveyance Proposed Project.
- At this time, DWR has not defined the project operations and has not completed regulatory processes that may impact project operations.
- Coarse estimate of water supply changes using CalSim II.
- Estimates may change as Delta Conveyance Project is further defined, permitting is completed and modeling is refined.

Water Reliability and Resiliency Benefits

- Water supply reliability and SWP resilience
 - Climate change adaptation/stormwater capture
 - Sea-level rise adaptation
 - Seismic resilience
- South Delta flow pattern improvements for fisheries
- Water transfer capacity and carriage water savings
- Water quality improvements for SWP deliveries

Estimating SWP Exports under Future Conditions and Risks

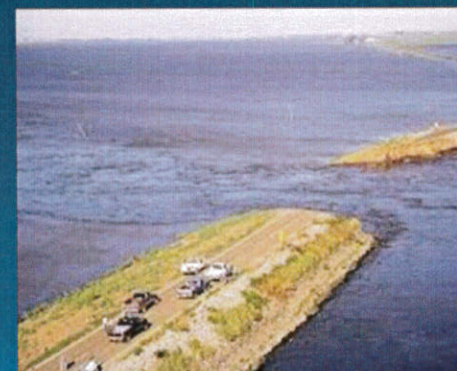


Risk drivers: Changing regulations, climate, sea level, seismic and levee conditions, other?

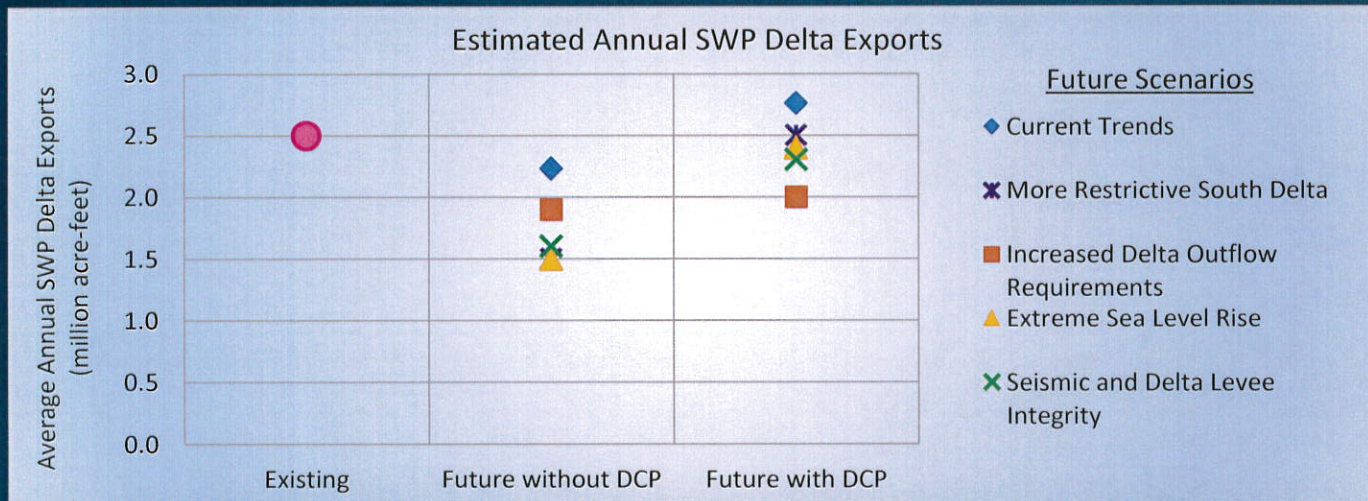
- DCP will operate under future conditions
- Exact future conditions unknown
- Future likely a combination of climate/hydrology, sea level, regulatory, seismic, and other risk drivers
- Scenarios help explore plausible futures and assess SWP reliability and resilience

Preliminary Water Supply Assessment Scenarios

- 5 plausible combinations of regulatory, climate and sea level, and seismic/levee risk future scenarios
- Each scenario simulated with and without DCP
- DCP operations based on California WaterFix



DCP Improves SWP Resilience Under Future Conditions



- SWP exports decrease by ~300 to 1000 TAFY under future scenarios without DCP, compared to the existing conditions
- DCP allows similar SWP exports as the existing conditions in the future — *demonstrates improved resilience*

*TAFY: thousand acre-feet per year on average

System resilience is defined as the capacity to respond, absorb, adapt to, and recover from disruptive events

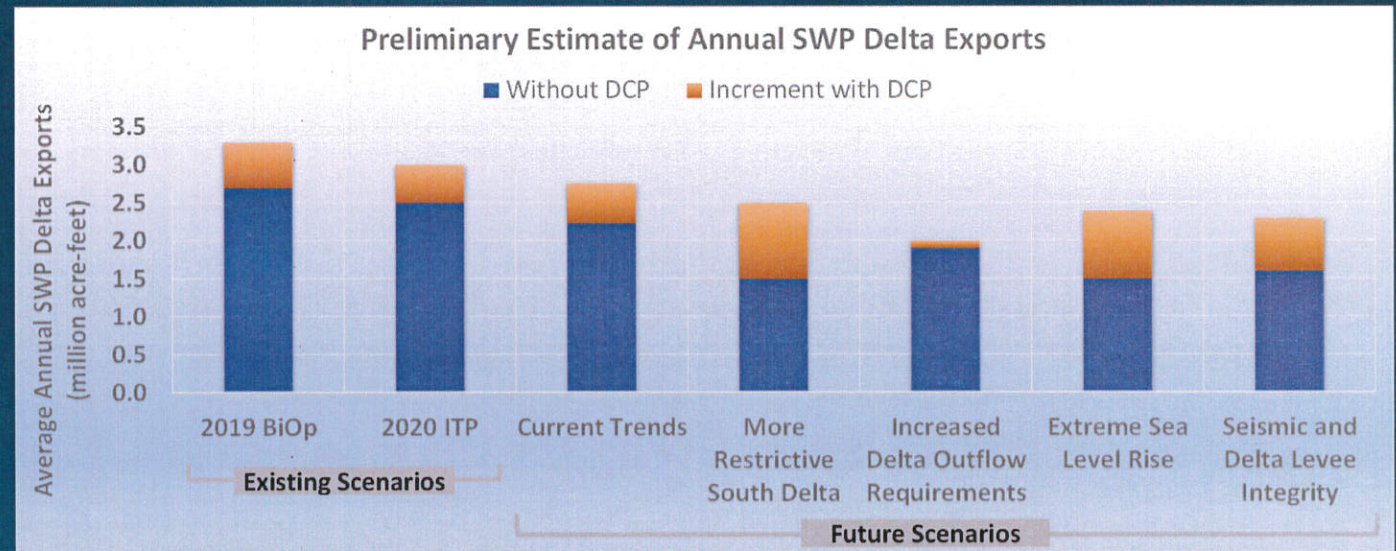
- Haines 2009, Risk Analysis

“... intended to strengthen the resilience of water systems, thereby helping communities prepare for disruptions, to withstand and recover from shocks, and to adapt and grow from these experiences.”

- California Water Resilience Portfolio 2020

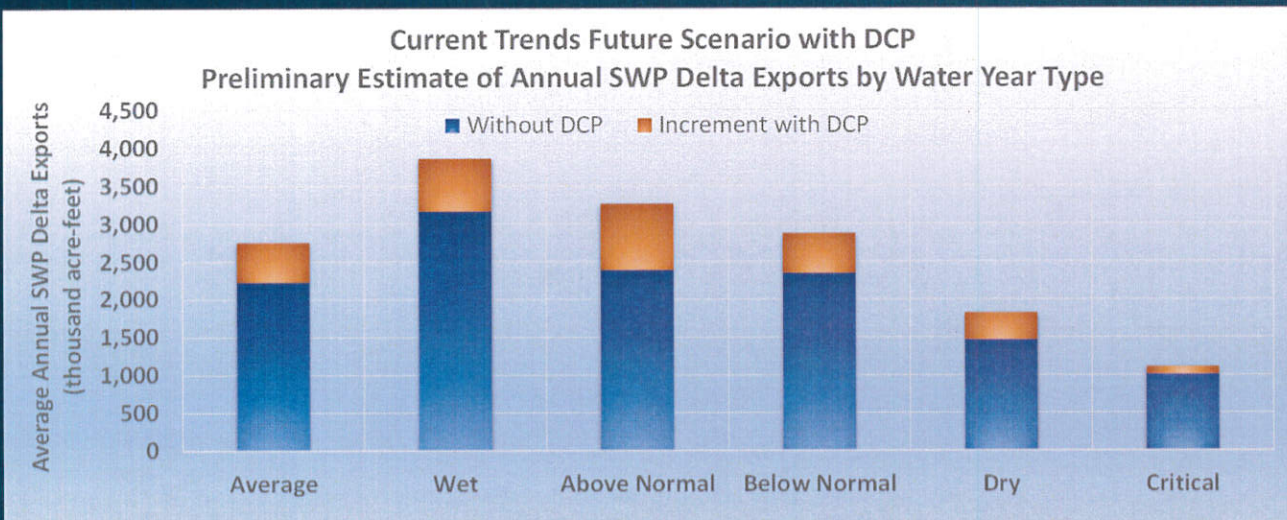
SWP Reliability Compared to Future Conditions Without DCP

- DCP shows potential to alleviate reductions to SWP reliability under many plausible future risk scenarios
 - ~100 TAFY to 1000 TAFY under greater regulatory restrictions
 - ~700 TAFY under seismic risks and delta island flooding
 - ~900 TAFY under extreme sea level rise
- Exact future likely a combination of climate/hydrology, sea level, regulatory, seismic, and other risks



*TAFY: thousand acre-feet per year on average

Preliminary Estimate of Potential SWP Water Supply Change with DCP Under Current Trends



*TAFY: thousand acre-feet per year on average

- Current Trends scenario assumes:
 - current Delta regulations
 - projected climate change and sea level rise around year 2040
 - WaterFix operations for DCP
- Estimated SWP export improvement with DCP of ~500 TAFY under the Current Trends scenario
- Most of the export improvement in wetter years
- On average, ~60% increase is Table A and ~40% increase is Article 21
- As DCP Proposed Project is further defined and modeling is refined, water supply estimates may change

DCP Preliminary Costs and Cost Allocation

Timeline of Cost Information

May 2019 CWF
Project Withdrawn

Delta Habitat Conservation and
Conveyance (DHCCP) Cost Estimate

CA WaterFix Project Cost Estimate

DCA Cost
Information

2013	2014	2015	2016	2017	2018	2019	2020
------	------	------	------	------	------	------	------

DHCCP Cost Estimate (2012 dollars)

- 2 Tunnels
- \$24.78 Billion
- SWP share \$10.03 Billion

CA WaterFix Cost Estimate (2017 dollars)

- 2 Tunnels
- \$16.73 Billion

CA WaterFix Cost Share (2017 dollars)

- 67% SWP
- 33% Unsubscribed (MWD funding)
- SWP Share \$11.086 Billion

**DCA Cost
Estimate
August 2020**

1 Tunnel

Project had completed Planning Phase, Conceptual Engineering Report (CER), Final Environmental Impact Report (EIR), and Permits

Planning
Phase

Date

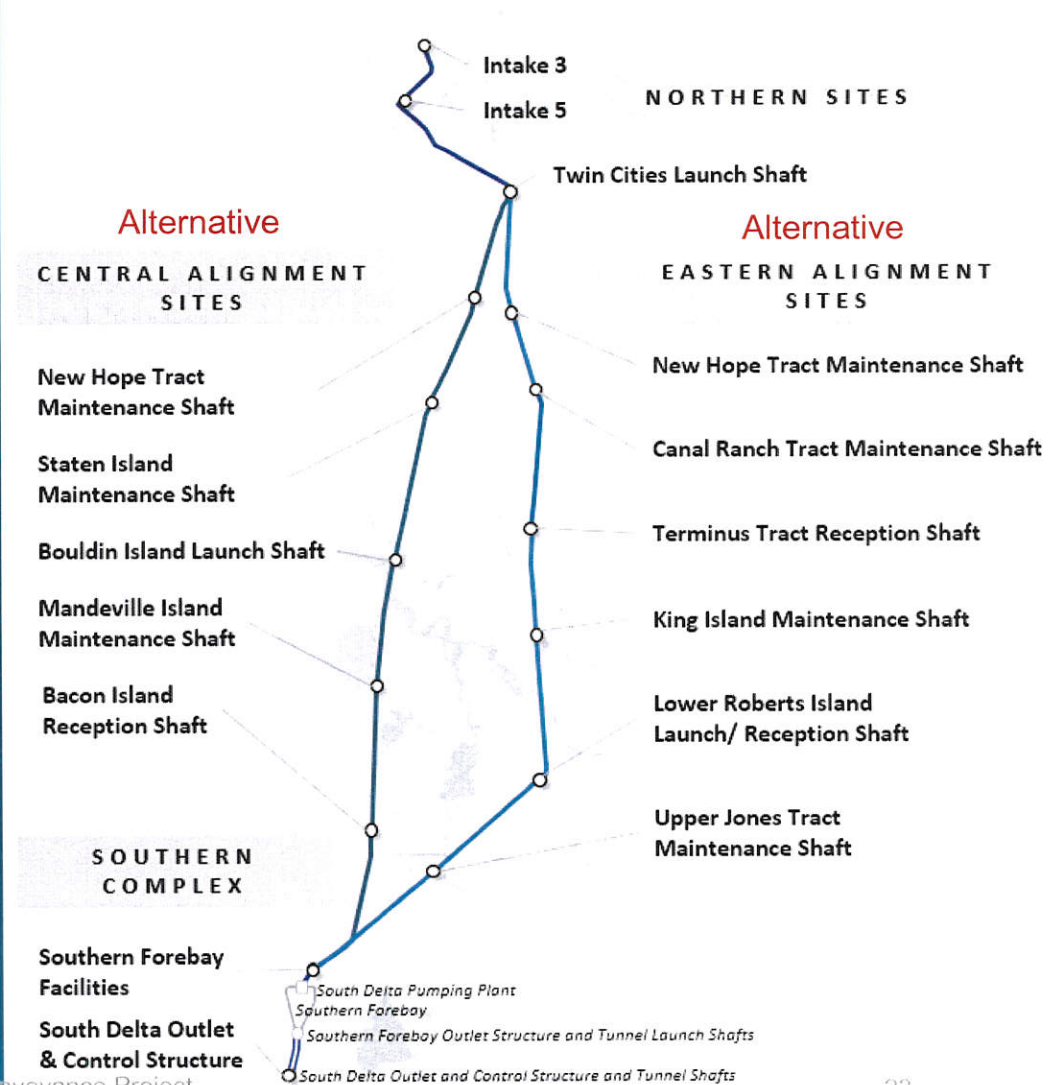
Delta Conveyance Project

Cost Information Assumptions

- **Proposed Facilities Included in Estimate:**
 - One Tunnel - Total capacity 6,000 cfs
 - Two intakes at 3,000 cfs each
 - 42 miles of tunnel and associated shafts
 - Southern Complex Facilities
 - Pump Station
 - Forebay
 - Connections to existing CA Aqueduct

Date

Delta Conveyance Project



DCA Cost Assessment

**DCA Program
Scope:**

Cost assessment based on DWR's Proposed Project in NOP
Conceptual Engineering Report (CER) is not completed

Purpose:

Early cost assessment to inform PWA's investment in project planning

**DCA Cost
Assessment:**

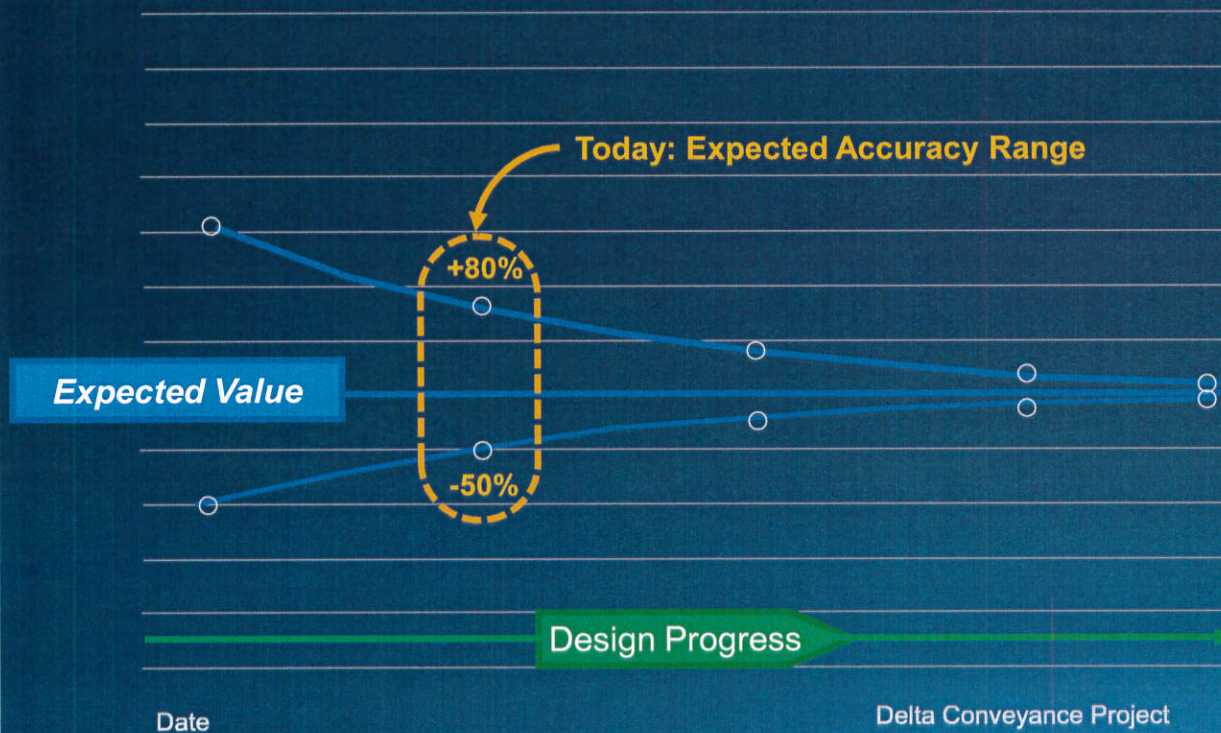
\$15.9 billion in non discounted dollars

Included:

Based on preliminary engineering but includes project costs for
construction, management, oversight, mitigation, planning, soft costs and
contingencies

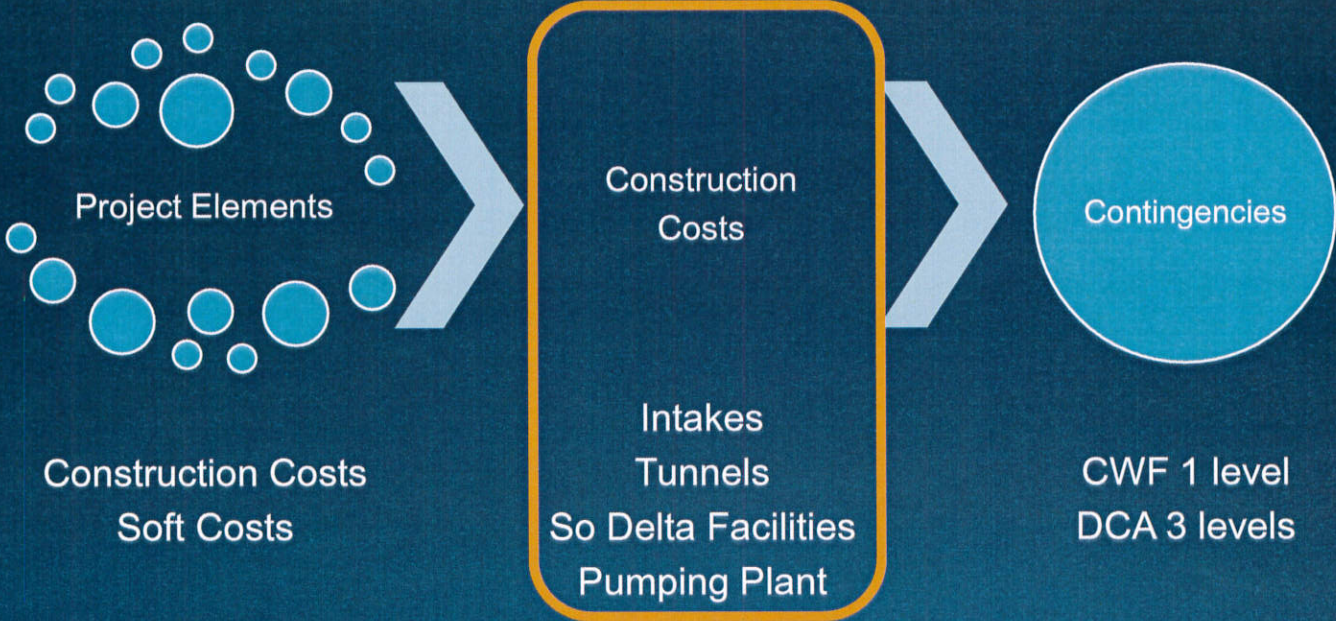
DCA Cost Assessment – Refinement with Time

Confidence Interval Accuracy Range for most probable construction cost of \$12.1 billion
DCA Cost Assessment \$15.9 billion (non discounted dollars)



- The boundaries of the curve represent expected range of accuracy of construction cost
- In early stages, a much wider range of potential construction costs due to the uncertainty of available information
- As the design advances, the range of the construction cost diminishes

Review of CWF Cost Estimate and DCA Cost Assessment



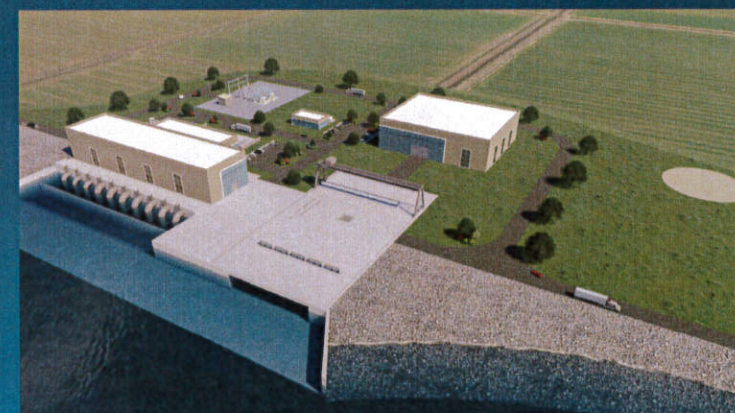
Construction Costs

Significant Features	(\$ millions in 2020)	
	CWF ¹	DCA
Intakes 3 and 5	814	1,397
Tunnels (North and Main)	4,226	4,302
Clifton Court Forebay & South Delta Connectors and South Tunnels	679	1,357
Pump Plant (CWF to 6,000 cfs)	401	794
Utilities, Power, Roads, and Communication and Controls	454	508
Total	6,574	8,358

1. CWF costs are normalized to represent a single tunnel of smaller diameter and a 6,000 cfs pump plant.

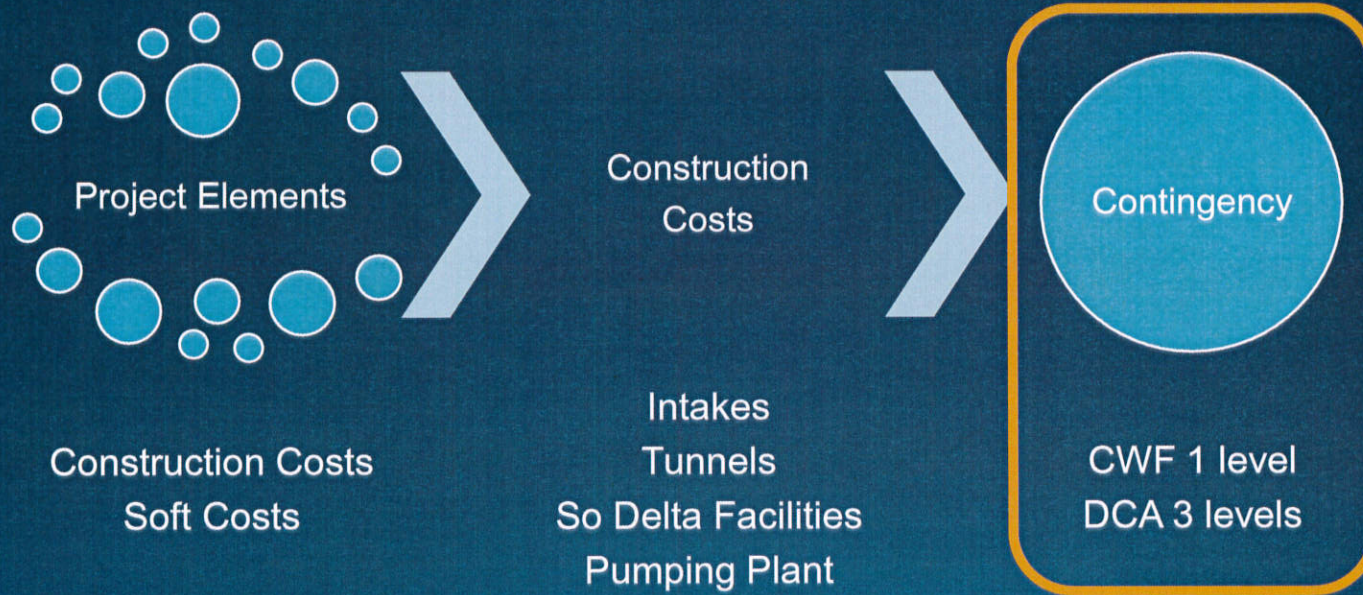


Intakes

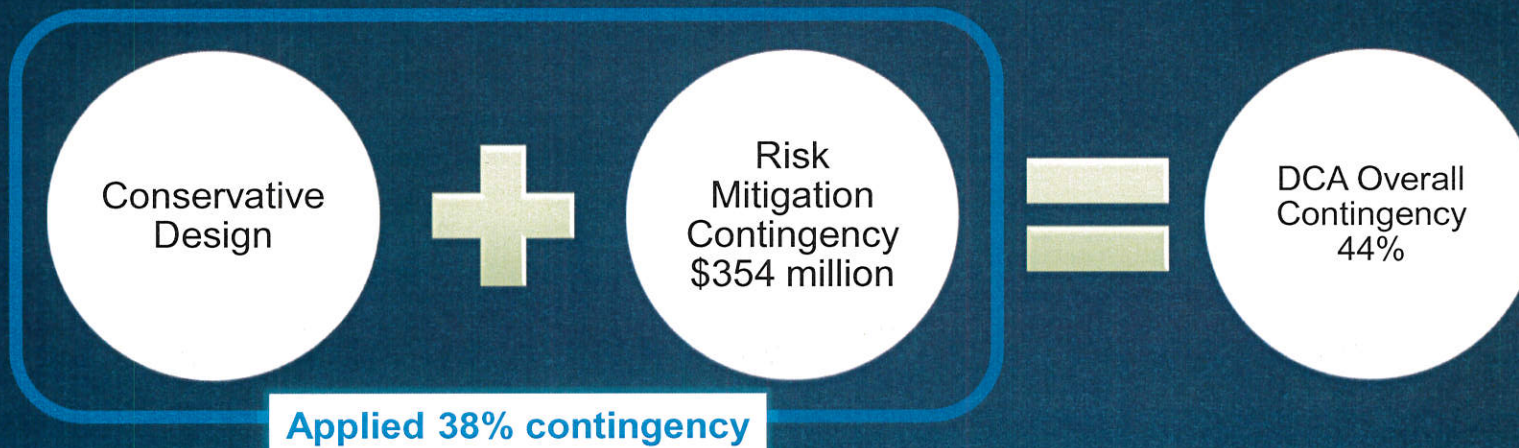


Pump Station

Review of CWF Cost Estimate and DCA Cost Assessment



Contingency Levels for DCA Cost Assessment



WaterFix Overall Contingency

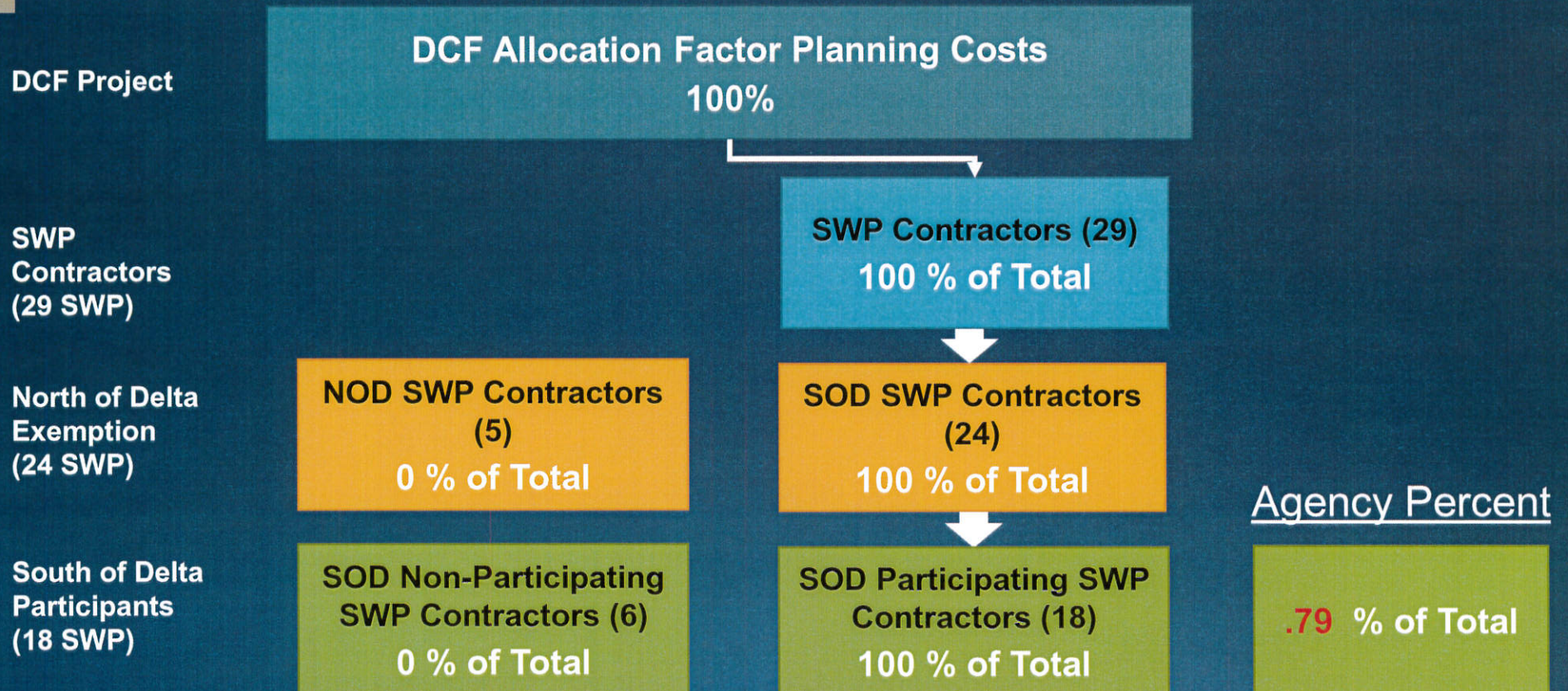
35% of construction costs

Contingency and Soft Cost Variance

Category	DCA Estimate (\$ Billions)	% of Baseline Construction Cost	Industry Range ⁴ (% of Baseline Construction Cost)	Applied Industry Range (\$ Billions)	Variance from Industry Range (\$ Billions)
Baseline Construction	8.37 ¹	100	100	8.37	-
Contingency	3.71 ²	44	10 to 30	0.84 to 2.51	1.20 to 2.87
Program Management	0.42	5	6	0.50	(.08)
Design & CM	2.42	29	10 to 15	0.83 to 1.26	1.16 to 1.59
Subtotal for Variance³	14.92	178	126 to 151	10.55 to 12.64	2.28 to 4.37
DCO oversight, mitigation, land acquisition	.98	n/a	n/a	n/a	n/a
Total Project	15.9	n/a	n/a	n/a	n/a

1. This removes \$354 M from the DCA construction costs since those were line item risk mitigation contingencies.
2. This adds \$354 M to the DCA stated contingency of 3.3 to include risk mitigation contingencies.
3. Does not include DCO oversight, mitigation, land acquisition, capital costs, and O&M costs.
4. Based on level of detail provided in DCA documents and estimate

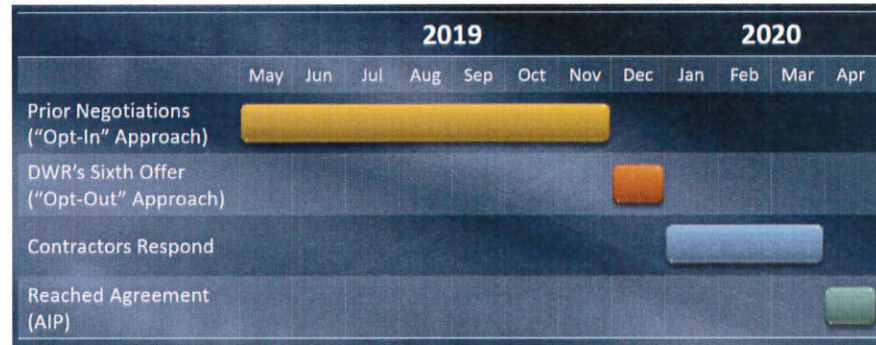
DCF Allocation Factor (%) – Planning Costs



Agreements

Agreements for Board Consideration

1. Agreement in Principle (AIP) for the SWP Delta Conveyance Contract Amendment
 - Agency's DCF Participation Factor = **.79 %**
2. Delta Conveyance Design and Construction Authority (DCA) JPA Agreement
3. Funding Agreement for DCF Planning Costs



Agreement in Principle (AIP) for SWP Delta Conveyance Contract Amendment

Delta Conveyance AIP

- Option to opt-out of DCF costs and benefits
- Option to assume additional DCF costs and benefits
- Effective Date will be on or after the contract extension billing transition date
- Costs and DCF water supply are allocated based on the DCF Participation Table
- Adopt “Pay-As-You-Go” Billing Provisions for both the Capital and Minimum Components

DCA Governance and Scope Changes

Date

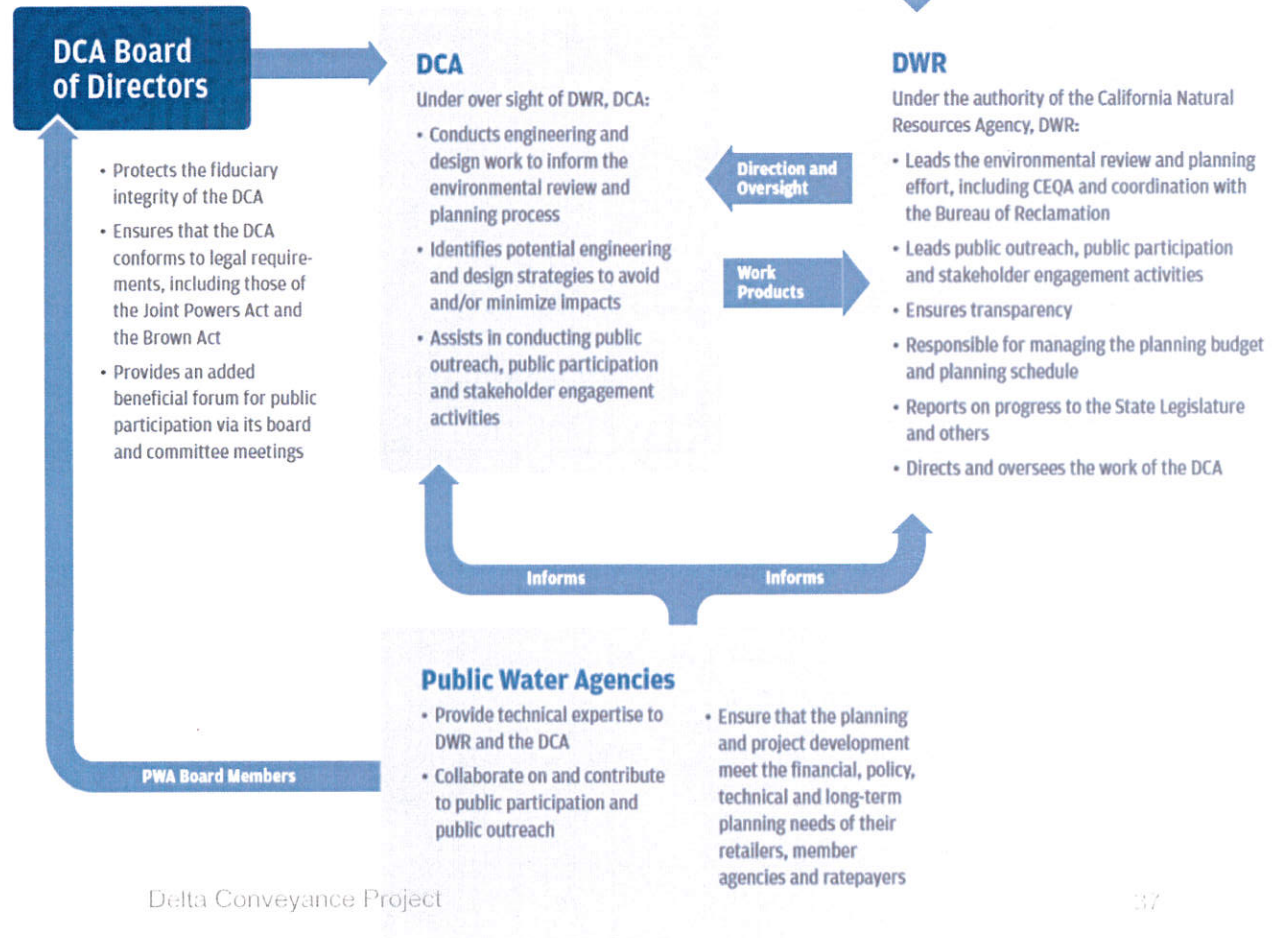
Delta Conveyance Project

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Delta Conveyance Design and Construction Authority (DCA)

Date

Roles & Responsibilities for Delta Conveyance



DCA Governance Changes

- Change the number of DCA Board of Directors from five (5) to seven (7)
- Convert the existing 'non-SWP capacity' and at large SWC seats
 - One (1) seat for Class 2 members, except Santa Clara Valley Water District
 - One (1) seat for Classes 3, 5, and 7
- Add two (2) at large seats for Class 8 members
- Continue one (1) seat each for:
 - Metropolitan Water District of Southern California (State Water Project)
 - Kern County Water Agency
 - Santa Clara Valley Water District
- Reconsideration of budget, some contract items with 70% of contracted proportionate share
- Officers selected by the Board

DCA Focus in Near-Term

- DCA has completed critical work to inform the footprint and analysis needed for the EIR/EIS
- The revised planning schedule is 4 years instead of 2 as originally anticipated
- The Stakeholder Engagement Committee (SEC) is critical and will continue
- The DCA Board will continue to meet periodically

DCA Near-Term Change in Scope

- The Public Water Agencies providing planning funding need to be prudent with public dollars
- The DCA Scope will be revised to focus on environmental support and the SEC in the near-term
- Once the project is ready for the design and construction phase, the DCA will be fully re-engaged
- Changes do not impact the overall planning schedule

DCA Budget Reductions for Current Fiscal Year

Savings	Description
\$310,000	Reduce legal, human resource, and treasury services
\$2,030,000	Shift non-critical studies to next fiscal year
\$2,820,000	Shift portion of field work to next fiscal year
\$150,000	Reduce meeting frequency and graphics support
\$920,000	Reduce controls staff and IT system support to reflect reduced workload
\$250,000	Reduce office administration costs to reflect continued at-home work
\$520,000	Reduce available contingency for unanticipated services
\$7,000,000	Reduces Expected Expenditure from \$34Mil to \$27Mil

Total Planning Costs 2020-2024 (DCA and DWR)

Year	Total Planning \$M (DCA and DWR)	Total Savings Compared to Previous Estimates (\$M)
2021	\$61.5	\$17.5
2022	\$60	\$26
2023	\$100	\$10
2024	\$110	-
TOTAL	\$331.5	\$53.5

Date

Delta Conveyance Project
ACP/WP/Subject to Common Interest Agreement

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True-Up Previous DCP Planning Funds

- 4 SWC Agencies provided \$9.2M in advance of the AIP to support DCP planning in 2020
- \$9.2M will be credited to those agencies over the 4-year planning period
- Total needed from DCP participants is:

$$\text{\$331.5} + \text{\$9.2M} = \text{\$340.7}$$

Planning Funding Agreements

Date

Delta Conveyance

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Key Provisions

- Funding Agreements for \$340.7 million for planning costs and true-up from 2021-2024
- Authorizes contributed funds to be spent on DCA invoices consistent with the JEPA and DCO environmental planning costs
- Allows for customization of contributed funds
- Provides flexibility to provide additional funds without amendment to the Agreement

Options:

- Statement of Charges Pay Go or Lump Sump Payments
- Authorization for entire share of \$340.7 million (full 4 years) in planning costs or only first two years (\$124.9 million)
- Will allow for additional funds to be contributed upon showing of Board authorization

Board Action

- Review Agreement in Principle for SWP Contract Amendment
 - Allocation of Delta Conveyance Project benefits and costs
- Consider funding for environmental planning
- Revise Delta Conveyance Design and Construction Authority governance structure to reflect updated participation

Memorandum

To: San Gabriel Valley Municipal Water District Board of Directors

Cc: Darin Kasamoto, General Manager

From: Evelyn Reyes, External Affairs Manager

Date: November 9, 2020

Subject: External Affairs Report

Rebates:

	Rain Barrel	Washing Machines	High-Efficiency Toilets	Waterless Urinals	Smart Controllers	Sprinkler Nozzles	Soil Sensor
	\$35	\$85	\$40	\$150	Up to \$80	\$2 – Min. 30	Up to \$80
Monthly Total	9 1 – cistern \$250	7	0	0	2	0	0
FY 20/21 Total	14	19	5	0	6	0	0

External Affairs Update:

- Website RFP – The RFP for the redesign and update of our website was sent to four firms. External Affairs Committee reviewed the proposals on November 3.
- The annual report for FY 2019-2020 was finalized by CV Strategies.
- Participated in the External Affairs Committees on October 20 and November 3.
- Participated in the SCWUA monthly meeting.
- Participated in the Main San Gabriel Basin Watermaster meeting.

Election Results – SGVMWD Legislative Delegation:

UNITED STATES REPRESENTATIVE, 27th District

D	
JUDY CHU	72.01% 163,842
R	
JOHNNY J. NALBANDIAN	27.99% 63,679

UNITED STATES REPRESENTATIVE, 32nd District

GRACE F. NAPOLITANO	D	66.06%	123,387
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JOSHUA M. SCOTT	R	33.94%	63,380
-----------------	---	--------	--------

STATE SENATOR, 25th District

ANTHONY J. PORTANTINO	D	66.26%	217,743
-----------------------	---	--------	---------

KATHLEEN HAZELTON	R	33.74%	110,894
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MEMBER OF THE STATE ASSEMBLY, 41st District

CHRIS HOLDEN	D	70.47%	107,747
--------------	---	--------	---------

ROBIN A. HVIDSTON	R	29.53%	45,159
-------------------	---	--------	--------

MEMBER OF THE STATE ASSEMBLY, 48th District

BLANCA E. RUBIO	D	100.0%	89,610
-----------------	---	--------	--------

MEMBER OF THE STATE ASSEMBLY, 49th District

ED CHAU	D	68.08%	80,751
---------	---	--------	--------

BURTON BRINK	R	31.92%	37,867
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**A REGULAR MEETING OF
THE MAIN SAN GABRIEL BASIN WATERMASTER
NOVEMBER 4, 2020 AT 2:30 O'CLOCK P.M.**

Zoom Meeting ID link

<https://us02web.zoom.us/j/81825581890>

Meeting ID: 818 2558 1890

Password: 299152

<u>Agenda</u>	<u>Action/Notes</u>
1. CALL TO ORDER	
2. ROLL CALL OF WATERMASTER MEMBERS	
3. ELECTION OF PRODUCER NOMINEES FOR WATERMASTER FOR CALENDAR YEAR 2021 [1]	
a) Certification of appointment of Dr. Anthony R. Fellow and Charles M. Treviño by USGVMWD for calendar year 2021	
4. ADOPTION OF AGENDA [1]	
5. TIME RESERVED FOR PUBLIC COMMENT	
6. ITEMS REMOVED FROM CONSENT CALENDAR [1]	
7. CONSENT CALENDAR [1] All items on Consent Calendar may be approved with single action.	
a) Minutes of a Regular Meeting of Watermaster held October 7, 2020	
b) Lists of Demands	
c) Financial Statements, October 2020	
d) Stipulation Re Intervention After Judgment of: i. SOL Long Term LLC	
8. DISCUSSION OF UPCOMING MEETING DATES [1]	
9. RECEIPT OF FY 2019-20 ANNUAL REPORT [1]	
10. RECEIPT OF DRAFT ANNUAL 5-YEAR WATER QUALITY AND SUPPLY PLAN [1]	
a) Set public comment period and public hearing date	
11. WATER QUALITY MANAGEMENT ACTIVITIES [1]	
a) San Gabriel Valley Water Company, Application for a Water Treatment Facility at Plant No. 2	

12. AUTHORIZATION TO PURCHASE RELIABILITY STORAGE WATER USING RESOURCE DEVELOPMENT ASSESSMENT FOR FY 2019-20 [1]
13. AUTHORIZATION TO PURCHASE REPLACEMENT WATER REQUIREMENTS FOR FY 2019-20 [1]
14. REQUEST FROM THE CITY OF GLENDORA TO PURCHASE 2,900 AF OF WATER FROM TVMWD AND 100 AF OF WATER FROM USGVMWD FOR PRODUCER CYCLIC STORAGE [1]
15. REQUEST FROM THE CITY OF ARCADIA TO PURCHASE 4,800 AF OF WATER FROM USGVMWD FOR PRODUCER CYCLIC STORAGE [1]
16. REQUEST FROM THE SAN GABRIEL VALLEY WATER COMPANY TO PURCHASE 10,000 AF OF WATER FROM USGVMWD FOR PRODUCER CYCLIC STORAGE [1]
17. ATTORNEY'S REPORT [2]
18. ENGINEER'S REPORT [2]
19. EXECUTIVE OFFICER'S REPORT [2]
20. REPORT FROM RESPONSIBLE AGENCIES [2]
21. OUTSIDE COMMITTEE LIAISONS [2]
22. INFORMATION ITEMS [2]
 - a) Temporary assignment or lease of 251.69 AF Production Right from Covina Irrigating Company to Valencia Heights Water Company for FY 2020-21
 - b) Temporary assignment or lease of 19.04 AF Production Right from Jeanne Rana Living Trust to San Gabriel Valley Water Company for FY 2020-21
 - c) Temporary assignment or lease of 6.35 AF Production Right from Susan Andrade to San Gabriel Valley Water Company for FY 2020-21
 - d) Change of Designee for SOL Long Term LLC to Rick Adams
 - e) Change of Designee for San Gabriel Country Club to Derek Hewitt
 - f) Change of Designee for La Puente Valley County Water District to Roy Frausto
 - g) Change of Designee for City of Industry Waterworks System to Roy Frausto
 - h) Transmittal of SGVMWD Monthly Report for September 2020
23. COMMENTS FROM WATERMASTER MEMBERS [2]

24. FUTURE AGENDA ITEMS [1]

a) Cyclic Storage Agreement Extension with MWD/USGVMWD

25. CLOSED SESSION [1]

A closed session may be called to discuss pending or potential litigation.

26. ADJOURNMENT

LEGEND [1] INDICATES ACTION ANTICIPATED BY WATERMASTER ON THIS ITEM
 [2] INDICATES INFORMATION ITEM - NO ACTION ANTICIPATED

Chair Lynda Noriega Presiding

In light of the Governor's Executive Orders N-25-20 dated March 12, 2020 and N-29-20 dated March 17, 2020 (collectively, the "Executive Order") issued in response to the Covid-19 outbreak, the WQA Board Has Suspended Application of Certain Public Meeting Requirements otherwise required under Brown Act during the term of the Executive Order, Including Restrictions and Noticing Requirements Relating to the Conduct of Teleconferenced Board Meetings.

Due to the essential nature of the WQA Board Meetings in conducting Authority business, the WQA Board meeting will take place via online and teleconference.

Copies of Executive Order will be made available to members of the public upon request.

You may join the meeting by clicking on the following link:
<https://attendee.gotowebinar.com/register/9185286463892420620>

Public comments can be emailed prior to the meeting to stephanie@wqa.com

**A REGULAR MEETING
OF THE
SAN GABRIEL BASIN WATER QUALITY AUTHORITY
AT
1720 W. CAMERON AVENUE, SUITE 100
WEST COVINA, CALIFORNIA**

WEDNESDAY, OCTOBER 21, 2020 AT 12:00 P.M.

AGENDA

- | | | |
|-------------|--|----------------|
| I. | CALL TO ORDER | MARQUEZ |
| II. | PLEDGE OF ALLEGIANCE | |
| III. | ROLL CALL OF BOARD/COMMITTEE MEMBERS | MORENO |
| | Jorge Marquez, Chairman _____(alt) | |
| | Bob Kuhn, Vice-Chairman _____(alt) | |
| | Mark Paulson, Treasurer _____(alt) | |
| | Valerie Munoz, Secretary _____(alt) | |
| | Lynda Noriega _____(alt) | |
| | Mike Whitehead _____(alt) | |
| | Ed Chavez _____(alt) | |
| IV. | PUBLIC COMMENTS (Agendized Matters Only): | MARQUEZ |
| | As provided under Government Code Section 54954.3, this time has been set aside for persons in the audience to provide comment or make inquiries on matters appearing on this Special Meeting agenda only. Please complete the appropriate request card and submit it to the Secretary, prior to the item being heard. A five-minute time limit on remarks is requested. | |
| V. | ITEMS TOO LATE TO BE AGENDIZED - Recommended Action: | MARQUEZ |
| | Approve motion determining need to take action on item(s) which arose subsequent to posting of the Agenda (ROLL CALL VOTE: Adoption of this recommendation requires a two-thirds vote of the Board or, if less than two-thirds of Board members are present, a unanimous vote) | |

VI. CONSENT CALENDAR

MARQUEZ

(Consent items may all be approved by single motion) [enc]

- (a) Minutes for 9/16/20 Regular Board Meeting
- (b) Minutes for 10/13/20 Administrative/Finance Committee – Special Joint Meeting
- (c) Minutes for 10/14/20 Legislative/Public Information Committee – Special Joint Meeting
- (d) Demands on Administrative Fund
- (e) Demands on Project Fund

VII. COMMITTEE REPORTS

(These items may require action)

- (a) Administrative/Finance Committee Report [enc]
 - 1. Report on Cash and Investments for 3rd Quarter 2020 [enc]
 - 2. Discussion/Action Regarding Continued Participation in the Coalition for Environmental Restoration and Development [enc]
- (b) Legislative/Public Information Committee Report [enc]

VIII. OTHER ACTION/INFORMATION ITEMS

MARQUEZ

(These items may require action)

- (a) Adopt Resolution No. 20-006, A Resolution Of The Board Of Directors Of The San Gabriel Basin Water Quality Authority Authorizing Entering Into A Funding Agreement With The State Water Resources Control Board And Authorizing And Designating Representatives For The San Gabriel Basin Regional Groundwater Remediation Program – El Monte [enc]

IX. PROJECT REPORTS

COLBY

(a) Treatment Plants:

1.	Baldwin Park Operable Unit	<u>Status</u>
	• Arrow/Lante Well (Subarea 1)	Operational
	• Monrovia Wells	Operational
	• SGVWC B6 Plant	Operational
	• SGVWC B5 Plant	Operational
	• CDWC Well No. 14	Operational
	• La Puente Valley County Water District	Operational
2.	El Monte Operable Unit	
	• Eastern Shallow Zone	Operational
	• Eastern Deep Zone	Operational
	• GSWC Encinita Plant	Operational
	• Western Shallow Zone	Operational
3.	South El Monte Operable Unit	
	• Whitmore Street. Ground Water Remediation Treatment Facility	Operational
	• City of M.P. Well No. 5 VOC Treatment	Operational

- Facility
 - City of M.P. Well No. 12 VOC Treatment Facility Operational
 - City of M.P. Well No. 15 Facility Operational
 - City of M.P. Well Nos. 1, 3, 10 VOC Treatment Facility Operational
 - GSWC Wells SG-1 & SG-2 Operational
 - SGVWC Plant No. 8 Operational
- 4. Puente Valley Operable Unit
 - Shallow Zone Design
 - Deep Zone Construction
- 5. Area 3 Operable Unit
 - City of Alhambra Phase 1 Operational
 - City of Alhambra Phase 2 Operational

X. ATTORNEY'S REPORT PADILLA

XI. LEGISLATIVE REPORT MONARES

XII. EXECUTIVE DIRECTOR'S REPORT SCHOELLERMAN

XIII. FUTURE AGENDA ITEMS MARQUEZ

XIV. INFORMATION ITEMS [enc] MARQUEZ

- (a) San Gabriel Basin Water Calendar

XV. FUTURE BOARD/COMMITTEE MEETINGS MARQUEZ

- (a) The next Administrative/Finance Committee Meeting is scheduled for Tuesday, November 10, 2020 at 10:00am
- (b) The next Engineering Committee Meeting was scheduled for Tuesday, November 10, 2020 at 11:00am
- (c) The next Legislative/Public Information Committee meeting was scheduled for Wednesday, November 11, 2020 at 11:00am
- (d) The next WQA Board meeting is scheduled for Wednesday, November 18, 2020 at 12:00 P.M. at WQA

XVI. BOARD MEMBERS' COMMENTS/REPORTS MARQUEZ

XVII. ADJOURNMENT MARQUEZ

Pursuant to Government Code section 54957.5, non-exempt public records that relate to open session agenda items and are distributed to a majority of the Board less than seventy-two (72) hours prior to the meeting will be available for public inspection in the lobby of the Authority's business office located at 1720 W. Cameron Ave., Suite 100, West Covina, CA 91790, during regular business hours. When practical, these public records will also be made available on the Authority's internet web site, accessible at www.wqa.com.

Memorandum

To: San Gabriel Valley Municipal Water District Board of Directors

From: Darin Kasamoto General Manager

Date: Nov 4, 2020

Subject: General Manager's Report

1. SWP UPDATE

2020 allocation remains at 20%

Delta Conveyance Project (Cal Water Fix)- DWR amended AIP is complete, we will discuss this and take appropriate actions at our October meeting. I was prepared to bring this to the September meeting; however I was asked by the State Water Contractors Inc. to hold off until legal staff had time to fully review all of the material. We are tentatively scheduled to take action at the November meeting.

State Water Project Water Management Tools Amendment has been completed we will be taking board action on the agreement and CEQA requirements at the November meeting. If approved the amendment will allow State Water Contractors greater flexibility in their use of Table A water.

Oroville update- no update since last month

2. MAIN SAN GABRIEL BASIN UPDATE

As of October 23, 2020, the Key Well is at 200.8 feet which is .5 feet lower than Oct. 1, 2020.

3. GRANT PROGRAM UPDATES

We are not actively pursuing any grants at this time. We will continue to monitor for potential matches for future projects. Monterey Park has indicated an interest in reviving attempts to utilize recycled water from Central Basin, we are in the process of modifying our Recycled Water feasibility study so that we will be eligible for federal funding for the 2021-2022 cycle.

4. MANAGEMENT ISSUES

The Council for Watershed Health and Garvey School District have begun work on storm water capture conceptual plan, project start was delayed due to staffing and Covid-19 issues.

Draft 2019-2020 Audit is complete, we will present at the December meeting.

I will try to initiate discussion with MWD on permanent modification of the Sierra Madre Agreement and Carson Project participation.

Jim Ciampa and I have developed guidelines for our Zero interest loan program for our cities, and we have distributed these to each of the city managers and water department heads. Jim has also drafted grant agreements and lease purchase agreements. So everything is in place to facilitate the loan requests. We have received notice that Monterey Park and Sierra Madre will be submitting loan requests. Azusa has indicated that they will not seek a loan. We have not heard from Alhambra.

November 9, 2020

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We have completed all of the paperwork to setup our CERBT CalPERS OPEB trust fund, an initial contribution of \$200,000 has been made.

We have made an advanced payment to fund CalPERS Unfunded Liability in the amount of \$500,000.

Memorandum

To: San Gabriel Valley Municipal Water District Board of Directors

From: Ed Hills, Assistant General Manager

Cc: Darin Kasamoto, General Manager

Date: November 4, 2020

Subject: Assistant General Manager's Report

1. Total water delivered in October 2020: 0 AF. As of August 31, SGVMWD had 90 AF remaining for CY 2020, effectively completing this year's deliveries to the MSGB.

2. Total deliveries to cyclic storage (calendar) year to date: 7,728 AF. Cyclic storage balance as of September 30, 2020: 11,803.49 AF. Amount of water banked on behalf of Dudley Ridge Water District: 13,916 AF.

3. Forecast of deliveries for November 2020: The DCAP is offline and Schedule I has been dewatered in preparation for repair and maintenance.

4. Project Update:

- A. The construction agreement for the replacement of nineteen plug valves in Schedule I has been executed between SGVMWD and TE Roberts Incorporated. Also, the Notice-To-Proceed has been issued.
- B. A meeting with Civiltec Engineering, Inc. is scheduled for November 5th to discuss the progress of the pipeline condition assessment for Schedule I.

5. Assistant General Manager meetings attended and activities:

- A. Attended PWAG Annual Meeting.
- B. Attended SGVMWD External Affairs Meeting.
- C. Attended the monthly meeting of the Main San Gabriel Basin Watermaster.

6. Operations and Maintenance: In addition to routine operations and maintenance staff completed the following tasks during the month of October:

- A. Completed the dewatering of Schedule I.