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AUDITED FINANCIAL STATEMENTS  
**DEL PUERTO WATER DISTRICT**

February 28, 2021

JWT & Associates, LLP  
Certified Public Accountants

DRAFT

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DEL PUERTO WATER DISTRICT  
Patterson, California

February 28, 2021

Board of Directors

Ivan E. Bays	President
William Koster	Vice-President
Kyle Perez	Director
Peter Lucich	Director
Zachary Maring	Director
James Jasper	Director
Jarod Lara	Director

Administration

Anthea G. Hansen	General Manager
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# DEL PUERTO WATER DISTRICT

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# JWT & Associates, LLP

## Certified Public Accountants

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### Report of Independent Auditors

Board of Directors  
Del Puerto Water District  
Patterson, California

We have audited the accompanying financial statements of each major fund and the aggregate remaining fund information of the Del Puerto Water District (the District) as of and for the year ended February 28, 2021.

#### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with the accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

#### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the State Controller's *Minimum Audit Requirements for California Special Districts*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

#### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the District at February 28, 2021, and the results of its operations for the year then ended in conformity with accounting principles generally accepted in the United States.

#### ***Other Matters***

##### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

JWT & Associates, LLP

August 18, 2021

# **Del Puerto Water District**

## **Management's Discussion & Analysis**

**February 28, 2021**

As required by Government Accounting Standards Board Statement No. 34, this section presents management's analysis of the Del Puerto Water District's (the District) financial condition and activities as of and for the year ended February 28, 2021. Management's Discussion and Analysis (MD&A) is intended to serve as an introduction to the District's basic financial statements, and should be read in conjunction with the audited financial statements that follow this section. It is also intended to give an overview of the previous year's operations, and to express management's view of how currently-known factors will impact the District in the future.

### **ORGANIZATION AND BUSINESS**

The Del Puerto Water District is a California special district formed under the provisions of Division 13 of the Water Code of the State of California. The approximately 45,000 acres of irrigable District lands are located along the west side of Stanislaus, San Joaquin and Merced Counties. Stanislaus County serves as the principal county for the District. A seven person Board of Directors elected from among District landowners governs the District.

The District is under contract with the Bureau of Reclamation for its water supply, which is delivered from the Delta-Mendota Canal, a feature of the Central Valley Project. The District was originally organized on March 24, 1947 to contract for and administer delivery of water supplies to landowners within the geographical boundaries of the District. On March 1, 1995, the District was reorganized through a formal consolidation with ten other local, similarly contracted water districts. The water service contracts of these other districts were assigned to the District and subsequently renegotiated as a single contract providing for the delivery of up to 140,210 acre-feet of water annually. The District's water year runs from March 1 through February 28/29.

The District's contractual entitlement is its primary source of supply. Use of this contractual supply is subject to State law and California Water Code requirements, Reclamation law, place-of-use restrictions associated with the Bureau of Reclamation's State-issued permit(s), and shortages imposed under the water shortage provisions of the District's contract with the Bureau of Reclamation. All water is delivered "canal-side" from the Delta-Mendota Canal through turnouts licensed to the District by the federal government. Privately developed groundwater is available on a limited basis throughout the District.

As a result of the chronic shortages to its contractual entitlement, ongoing drought conditions, and increasing difficulty in achieving its water supply goals, the District has in recent years expanded its efforts in the area of long-term supply development programs. Currently, this includes the voluntary retirement of certain lands from service, studying the feasibility of off stream storage, local groundwater recharge, and most notably, the beneficial use of recycled water through the North Valley Regional Recycled Water Program, which was completed in early 2020. In addition, the District requests the detachment of lands annexed to a City or an otherwise responsible agency for development into non-agricultural uses. While some of these lands continue to be served under recorded Water Service Contracts, upon development of the land, the contracts terminate and any available allocation is returned to the District.

# **Del Puerto Water District**

## **Management's Discussion & Analysis**

**February 28, 2021**

District lands have produced more than 30 different commercial crops over the years. Among the principal crops currently grown are almonds, tomatoes, apricots, dry beans, walnuts, oats, wheat, barley, grains, broccoli, melons, peaches, citrus, spices, cherries, wine grapes and olives. In 2020, over 84% of the District's irrigated lands are in permanent plantings, of which 98% are irrigated by sprinklers or drip irrigation systems. The District has supported conservation efforts by way of providing low interest loan funding for the installation of high-efficiency irrigation systems, including both micro-sprinkler and drip emission systems. In recent years, certain of these loans have funded the installment of row-crop drip systems, a technology relatively new to the District's service area. In addition to supporting conservation, this investment in irrigation technology has further complimented the District's efforts in the area of drainage reduction, thus resulting in improvements to nearby waterways of the State.

The District's management staff consisted of a General Manager, who also serves as the District's Secretary/Treasurer, a Water Operations & Resources Manager, and a Director of Finance and Administration. A full-time Executive Assistant, Accounting Specialist, and Water Operations Technician supports the management staff. The District operates at minimal staffing levels to maintain costs, and strives to develop administrative procedures which ensure efficiency and accuracy in its service to its constituents; however, this is becoming increasingly difficult with the number of activities the District must now accomplish. In consultation with the Board, the General Manager continually assesses staffing resources and needs, and it is envisioned that at least one additional full-time Staff member will be hired in the near future.

The District's stated mission is as follows: *"Dedicated to Providing its Agricultural Customers with an Adequate, Reliable and Affordable Water Supply"*. Customer service standards and the clear communication and implementation of District policies and procedures are set at the highest benchmarks. Continuing to provide water to the West Side's small family farms, which produce some of the nation's most bountiful supply of fresh fruit, nuts and vegetables, remains the District's sole focus and reason for existence.

## **OVERVIEW OF THE BASIC FINANCIAL STATEMENTS**

The District's basic financial statements are prepared on an accrual basis and in conformity with generally accepted accounting principles as prescribed by the Governmental Accounting Standards Board and include certain amounts based upon reliable estimates and judgments. The annual financial report consists of a Statement of Net Position, Statement of Revenues, Expenses and Changes in Net Position, and a Statement of Cash Flows.

- The *Statement of Net Position* presents information on the District's assets and liabilities as of a specific date in time, with the difference between the two being reported as *Net Position*. Over time, increases or decreases in Net Position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.
- The *Statement of Revenues, Expenses and Changes in Net Position* presents the results of the District's operations during the fiscal year indicated showing Total Revenues versus Total Expenses and how the Net Position changed during the year. This statement can be used as an

# Del Puerto Water District

## Management's Discussion & Analysis

**February 28, 2021**

indicator of the extent to which the District has successfully managed its budget and recovered its costs through user fees.

- The *Statement of Cash Flows* presents changes in cash and cash equivalents resulting from operational, capital, noncapital and investing activities. This statement summarizes the annual flow of cash receipts and cash payments, and reconciles the year-end cash and cash-equivalents balance.
- The *Notes to the Basic Financial Statements* provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

### FINANCIAL ANALYSIS

As illustrated by the financial analysis below, the District's Net Position increased in 2020-21:

#### *Condensed Financial Information*

The following table (Table 1) shows the District's total assets, liabilities and net position:

<b>Table 1</b>			
<b>Balance Sheet</b>			
<b>February 28, 2021 and February 29, 2020</b>			
<b>(Proprietary Fund Only)</b>			
	<u><b>2/28/2021</b></u>	<u><b>2/29/2020</b></u>	<u><b>Variance</b></u>
Current Assets	\$ 11,025,401	\$ 9,906,776	\$ 1,118,625
Noncurrent Assets	\$ 16,756,849	\$ 8,408,743	\$ 8,348,106
Total Assets	\$ 27,782,250	\$ 18,359,409	\$ 9,466,731
Current Liabilities	\$ 6,719,489	\$ 10,732,190	\$ (4,012,701)
Noncurrent Liabilities	\$ 11,856,205	\$ 642,133	\$ 11,214,072
Total Liabilities	\$ 18,575,694	\$ 11,374,323	\$ 7,201,371
Net Assets:			
Invested in Capital Assets	\$ 1,120,293	\$ 639,925	\$ 480,368
Reserved for ADLP Loan Repayment	\$ -	\$ 347,046	\$ (347,046)
Reserved for Rate Stabilization	\$ 1,648,233	\$ 1,129,223	\$ 519,010
Reserved for Capital Repayment	\$ 2,713	\$ 1,216,087	\$ (1,213,374)
Unreserved	\$ 6,435,317	\$ 3,608,915	\$ 2,826,402
Total Net Position	\$ 9,206,556	\$ 6,941,196	\$ 2,265,360
Total Liabilities and Net Position	\$ 27,782,250	\$ 18,315,519	\$ 9,466,731

#### **Highlights**

- Current assets increased by \$1,118,625, which was primarily the function of an increase in Accounts Receivable and prepaid expenses, offset by a decrease in Cash on Hand and Net Investment in Direct Financing Leases.

# Del Puerto Water District

## Management's Discussion & Analysis

February 28, 2021

- Non-current assets increased by \$8,348,106, which was primarily the function of an increase in Fixed Assets and the Contract Conversion process which led to the prepayment of CVP Construction Cost, offset by a decrease in investments.
- Current liabilities decreased by \$4,012,701. This was primarily due to a \$1,815,357 decrease in Accounts Payable, a \$591,008 decrease in Accrued Expenses & Liabilities, and a \$1,050,000 decrease in Deferred Revenues, offset by an \$818,883 increase in Customer Prepaid Water Tolls.
- Non-current liabilities increased by \$11,214,072. This was primarily due to the execution of a Note Payable to CoBank in the amount of \$10,192,153, the collection of CVP Construction Cost Prepayments from Customers in the amount of \$1,656,000, and a \$56,368 increase in Net Pension Liability.
- Total assets of \$27,782,250 exceeded total liabilities of \$18,575,694 at the fiscal year end by \$9,206,556, a net position increase of \$2,265,360 or 32.64% over the prior fiscal year. This increase, or "net profit", for the year, was primarily due to Investment in Capital Assets, FY '20 Construction rate overpayment, the use of Reserved Capital Repayment funds, and underspent Administrative Budget.

The following table (Table 2) shows changes in the District's net position for the year:

**Table 2**  
**Statement of Revenues, Expenses and Changes in Net Position**  
**For the Years ended February 28, 2021 and February 29, 2020**

	<u>2/28/2021</u>	<u>2/29/2020</u>	<u>Variance</u>	<u>%</u>
Operating Revenues:				
Water Sales	\$ 15,126,328	\$ 12,822,480	\$ 2,303,848	17.97%
Water Availability Charge	\$ 1,930,635	\$ 1,501,605	\$ 429,030	28.57%
Total Operating Revenues	\$ 17,056,963	\$ 14,324,085	\$ 2,732,878	19.08%
Operating Expenses:	\$ 14,937,360	\$ 15,768,766	\$ (831,406)	-5.27%
Total Operating Expenses	\$ 14,937,360	\$ 15,768,766	\$ (831,406)	-5.27%
Net Operating Income	\$ 2,119,603	\$ (1,444,681)	\$ 3,564,284	-246.72%
Non-operating Revenues, Net:	\$ 145,757	\$ 269,195	\$ (123,438)	-45.85%
Change in Net Position	\$ 2,265,360	\$ (1,175,486)	\$ 3,440,846	-292.72%
Total Net Assets - Beginning	\$ 6,941,196	\$ 8,090,605	\$ (1,149,409)	-14.21%
Prior Period Adjustment	\$ -	\$ 26,077	\$ (26,077)	
Total Net Assets - Ending	<u>\$ 9,206,556</u>	<u>\$ 6,941,196</u>	<u>\$ 2,265,360</u>	32.64%

# Del Puerto Water District

## Management's Discussion & Analysis

February 28, 2021

### *Highlights*

- Total Operating Revenues increased by \$2,732,878, or 19.08%, to \$17,056,963. The increase was primarily because the District had higher rated transactions in WY 2020, and because the Board approved budget called for an increase in the Water Availability Charge for 2020-21.
- Total Operating Expenses decreased by \$831,406, or -5.27%, to \$14,937,360. The decrease was primarily reflective of planned expenditures for the advancement of the Del Puerto Reservoir being less than budgeted and the recognition of a refund due for USBR FY '20 rate over-payments, as offset by an increase to current year cost of purchased water.
- Non-operating revenues (net) decreased by \$123,438 to \$145,757. This decrease was due to decreased Interest Income and Investment Gains.

### *Budget Comparisons*

The following table (Table3) compares actual administrative expenditures to the 2020-21 budget:

**Table 3**  
**Administrative Budget to Actual Comparison**  
**For the Year ended February 28, 2021**

	<u>Actual</u>	<u>Budget</u>	<u>Variance</u>
Water Availability Charge	\$ 1,930,635	\$ 1,930,635	\$ -
Total Operating Revenues	\$ 1,930,635	\$ 1,930,635	\$ -
Operating Expenses:			
Wages and Related Expenses	\$ 946,862	\$ 934,645	\$ 12,217
Conservation Services	\$ 3,888	\$ 3,738	\$ 150
Office Supplies, Rent & Other	\$ 190,350	\$ 187,154	\$ 3,196
Repairs & Maintenance	\$ 4,498	\$ 7,463	\$ (2,965)
Metering Program	\$ 2,584	\$ 6,975	\$ (4,391)
Association Fees	\$ 539,978	\$ 534,481	\$ 5,497
Utilities	\$ 20,742	\$ 19,799	\$ 943
Engineering & Consulting Fees	\$ 1,472,717	\$ 1,975,555	\$ (502,838)
Legal and Audit Fees	\$ 130,345	\$ 56,400	\$ 73,945
Vehicle, Travel and Conferences	\$ 13,577	\$ 29,353	\$ (15,776)
Insurance	\$ 16,454	\$ 16,688	\$ (234)
Depreciation and Amortization	\$ 47,350	\$ 54,230	\$ (6,880)
Total Operating Expenses	\$ 3,389,345	\$ 3,826,481	\$ (437,136)
Net Operating Income	\$ (1,458,710)	\$ (1,895,846)	\$ 437,136
Non-operating Revenues, Net:	\$ 145,757	\$ 183,495	\$ (37,738)
Net Administrative Income/(Loss)	\$ (1,312,953)	\$ (1,712,351)	\$ 399,398

For 2020-21, administrative expenses were \$437,136 less than budgeted, and the net of actual non-operating revenues vs. non-operating expenses was \$37,738 less than budgeted, leading to net operating loss from Administrative Operations of \$399,398 less than budgeted.

# **Del Puerto Water District**

## **Management's Discussion & Analysis**

**February 28, 2021**

Highlights of the variances between actual and budgeted cost centers were as follows:

- Wages and Related Expenses more than budgeted due to accrued vacation and payrate adjustments not included in budget.
- Legal Fee Expense more than budgeted due to unbudgeted Del Puerto Canyon Reservoir CEQA legal fees.
- Vehicle, Travel, Conferences expense less than budgeted due to unplanned COVID-19 travel restrictions.
- Engineering and Consulting Fee Expense less than budgeted by \$502,838 primarily due to the timing of expenditures for the Del Puerto Canyon Reservoir Project.

## **CAPITAL ASSETS**

### ***Capital Assets***

The District does not own or maintain any canals or delivery systems, limiting capital infrastructure requirements to the replacement and addition of meters, vehicles, and tools, and the District Office and Maintenance Facility, which was constructed new in 2003, and expanded in 2020 to add two additional offices and a storage/workroom. As of February 28, 2021, the District had \$1,120,293 (net of accumulated depreciation) invested in the following categories of Capital Assets: Meters, Tools, Office Equipment & Furnishings, Vehicles, Land, Buildings & Landscaping. This amount represents a \$480,368 net increase over the prior fiscal year, which is primarily due to the Office Building Expansion Project.

## **DEBT ADMINISTRATION**

### ***Agricultural Drain Loan Program Debt***

District operating revenues are used to finance in-District capital improvements, with the exception of the District's Irrigation System Improvement Program, which utilizes funding obtained through the State's Agricultural Drain Loan Program to purchase irrigation systems which are then leased to participant landholders. These leases are fully secured by the real property on which the systems are installed, and the principle and interest payments made annually by the leaseholders are used to repay the District's corresponding liability to the State. The liability to the Agricultural Drain Loan Program was fully paid in fiscal year 2020-21. Due to the success and popularity with the District's growers of the Agricultural Drain Loan Program and its predecessor program funded with State Revolving Funds, the District has submitted an application to the State Water Resources Control Board for funding to support implementation of a similar program for the future.

# **Del Puerto Water District**

## **Management's Discussion & Analysis**

**February 28, 2021**

### ***CoBank Loan Payable***

The District acquired a loan from CoBank to make early repayment of its outstanding Central Valley Project Construction Costs which were estimated to be \$14,124,614 as of the USBR FY '20 Ratebook Construction Obligation Schedules, as discounted per that certain Contract between the United States and Del Puerto Water District Providing for Project Water Service from Delta Division and Facilities Repayment, dated September 28, 2020 Contract No. 14-06-200-922-LTR1-P. By entering into this debt obligation, the District achieved the repayment, which would have otherwise been due and payable by year 2030, and realized other benefits for its ratepayers, including but not limited to a meaningful reduction in the Ag Water Rate. The outstanding CoBank Loan Payable amount as of February 28, 2021 was \$ 9,902,801.

### **SYSTEMS, CONTROLS AND LEGAL COMPLIANCE**

The District adheres to a specific set of administrative procedures that guide the designing, planning, organizing and carrying out of its programs and service. Policies which provide guidance, delegation of authority and responsibility, reporting procedures, and accountability for resources are adopted at the Board level. Administrative procedures and accounting systems are designed to ensure specific controls, and budgets are adopted and reviewed periodically to ensure the safeguarding of District assets. All District activities are undertaken in compliance with all applicable Federal, State and local laws, and management controls and financial systems are in compliance with all regulatory statutes.

### **FACTORS IMPACTING FUTURE PERIODS**

As discussed in Note 15 of the independent auditor's report, the District's existence relies exclusively on the continued need for water supplies by Landowners within the District, and the District's ability to procure and administer said supplies in an adequate and affordable manner.

The chronic shortages faced by the District are the result of both regulatory and hydrologic drought, the former primarily centered on issues facing the health and sustainability of the Sacramento-San Joaquin Delta and the numerous plant and animal species that exist there. Because the export of water supplies to CVP contractors and others South of the Delta remains a focal point for each new regulation or order regarding California water, it is imperative that the District remain engaged in activities which advance solid science and programs that communicate factual information proving that exports are not the only stressor affecting the Delta. Also critically important to the District are the currently ongoing Water Quality Control Plan update and other activities being advanced by the State Water Resources Control Board, the related "Voluntary Agreements" process, the long overdue implementation of an update to Coordinated Operations Agreement between the State Water Project and the Central Valley Project, and the Biological Opinions under which the Central Valley Project is operated in support of the District's Water Service Contract. These subjects continue to play out heavily into 2021, and the District is engaged in these and other matters which both directly and indirectly affect the future reliability – or lack thereof – of its CVP Water Supply. The challenge, however, becomes one of balancing the need for, and efficacy of, each activity and forum against the extremely high costs of participation, which ultimately falls on the District's customers.

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## **Management's Discussion & Analysis**

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In addition to legal and regulatory forums, much emphasis and momentum has been placed on addressing South-of-the-Delta water supply shortages through infrastructure designed to repair what is broken about the “plumbing” in the State of California. Cooperative efforts between the Department of Water Resources, the Bureau of Reclamation, and the numerous agricultural and municipal water contractors who have contracts with those governing agencies to procure water supplies started as the Bay-Delta Conservation Plan (BDCP) / Delta Habitat & Conveyance Conservation Plan (DHCCP), and were more currently revised as to strategy, separated, and renamed the California Eco-Restore and California Water Fix programs, the latter of which was a project which would develop “twin tunnels” under and across the Delta to move water to the South-Delta pumping facilities from a changed point of diversion on the Sacramento River. Although the District ceased funding participation and retired its initial obligation in the development of these programs due to uncertainty in the ultimate costs and benefits, Staff remains engaged through its administrative activities and reports to the Board monthly on Delta conveyance activities. Because the environmental approvals and regulatory certainty that had been goals of the planning effort have not materialized, and management is ever-more-skeptical of these activities with respect to bringing back the reliability to the Districts contract allocation in an affordable manner. As of the writing of this report, the California Water Fix effort has been completely abandoned as envisioned and the State of California is regrouping its focus on a yet to be named “large-scale” Delta conveyance project, in which the Bureau of Reclamation nor any of the Federal contractors have yet to make any formal commitments in as to participation.

Recognizing that statewide solutions may be years away, or otherwise even unachievable, the District is currently focusing effort on mid and long-term supply development programs to provide local/regional solutions to its contract water supply shortage situation. These include surface storage opportunities, groundwater recharge, and long-term transfers between local agencies. Most notably, as a partner in the North Valley Regional Recycled Water Program (NVRWP), the District studied the feasibility of importing tertiary-treated (Title 22) recycled water from the cities of Modesto and Turlock for use as a reliable source of supply to supplement its needs. Certification of an EIR was completed in mid-2015, setting the stage for the many approvals needed to complete the project, including but not limited to water supply agreements between the District and the cities, water rights permits and discharge permits approving introduction of the recycled water directly to the Delta-Mendota Canal (DMC), project funding, easements, and multiple other steps leading to the NVRWP's completion. An EIS and Record of Decision were completed in 2016, leading to construction of the NVRWP Pipeline, Pump Station and DMC Discharge Facility, which has progressed on schedule. As of late 2017, the first component of the Project connecting the City of Modesto's facilities to the Delta-Mendota Canal became substantially complete, and deliveries commenced on December 28, 2017. The second component connecting the City of Turlock's facilities to the facilities built in the first component commenced in 2018, were substantially completed in 2019, and delivery of supply from both Cities commenced March 12, 2020. For the 2020-21 water year, the project resulted in 6 inches of reliable supply per irrigable acre in the District, which above all else is an extremely positive change for the future of the District and its ability to adequately serve the needs of its landowners.

Along with the cost of solutions aimed at solving chronic supply shortages, there are also considerations on how these shortages affect CVP Contract Water Rates. Under current Bureau rate setting policy, each CVP contractors' obligation for repaying the capital costs of constructing the CVP is collected as a component of that contractor's published annual estimated water rates based on historical plus projected future deliveries through year 2030. Shortages incurred since the passage of CVPIA in the early '90's and predicted to continue for the foreseeable future mean less delivery base across which to spread the

# **Del Puerto Water District**

## **Management's Discussion & Analysis**

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capital obligation, leading to predicted higher rates as year 2030 nears. In Fiscal Year 2012-13, the Board authorized the collection of a rate component on all water deliveries which would be set to collect some of the "shortfall" inherent in the USBR's capital collections. Going into the 2020-21 Water Year, the District had collected \$1,217,502 in funds reserved for Capital, or "Construction", Repayment.

Complementary to the monitoring of the Construction Obligation was the District's notice to Reclamation during 2018 of its intention to pursue the conversion of its 25-year Long-Term Water Service Contract to a "permanent" repayment contract as provided for in Section 4011 of the Water Infrastructure and Improvements for the Nation (WIIN) Act, which was signed into law in 2016. A condition of this conversion would be payoff of the District's estimated Construction Obligation for the construction of the CVP, as discounted per the legislation. Among the benefits of this effort would be a contract in perpetuity, removal of the District from the Acreage Limitation requirements of Reclamation Law, as well as other conditions that Management and the Board saw as extremely beneficial to the District's Landowners. During 2020, the District completed negotiations with the United States Bureau of Reclamation and entered into a perpetual repayment contract, concurrently implementing a successful Prop 218 election and financing the payoff of its estimated CVP Construction Obligation with a combination of cash reserves designated for Capital Repayment, prepayments from certain customers, and loan proceeds from CoBank. While this action required a substantial increase in debt and an additional annual assessment for all of the financing participants of \$25/acre per year for 15 years, the District's CVP water rate was immediately reduced from \$112/AF to \$61/AF, which will result in a positive future cash flow benefit to the water users at almost all allocation levels.

In addition to the upward pressure on water rates caused by continued lack of supply, certain other USBR financial issues are predicted to impact the District and its constituents in both the near and long-term with respect to increased water costs. Beginning with the Bureau of Reclamation's fiscal year ended 2011, the results of which were recognized in the District's fiscal year ended 2013-14, Extraordinary O&M and certain reimbursable American Recovery and Reinvestment Act (ARRA) costs caused water rates to increase. While ARRA costs were limited to specific projects which are now completed, it is anticipated that extraordinary O&M costs will continue to escalate due to the aging CVP infrastructure and the restated Bureau policy on how extraordinary O&M costs are collected. In the past, extraordinary O&M was treated as a capitalized cost within the rates, to be amortized and collected by year 2030. Under current policy, unless the costs are related to the addition of a facility as a new feature of the CVP, or otherwise specifically authorized as capital for repayment purposes, they are treated as current year O&M in the fiscal year expended, regardless of magnitude. Collaborative efforts between the Contractors and Reclamation to establish a policy for extended repayment of extra-ordinary O&M as allowed for under PL 111-11 have yet to materialize, which presents exposure to all CVP Contractors should a major repair or facilities failure occur before an extended repayment policy is finalized and approved by the Commissioner of Reclamation.

Additionally, Reclamation struggles to reach completion on several other issues which may or may not result in additional costs under the Districts repayment contract. Of primary interest to CVP Contractors is the implementation of Business Practice Guidelines for CVPIA Receipts, Program Accounting, Cost Allocation and Cost Recovery. The Central Valley Project Improvement Act (CVPIA) was signed into Law in 1992, however contributions under the Act have not been reconciled and a formal USBR position on topics of reimbursability, cost allocation or cost recovery have yet to be reached. Because CVPIA activities are intrinsically tied to activities that support project operations and the Biological Opinions that support operations, a "true-up" to Contractor contributions and expenditures is vitally important to the

# **Del Puerto Water District**

## **Management's Discussion & Analysis**

**February 28, 2021**

sustained ability of the CVP to accurately, equitably and timely reconcile the costs of operating the Project.

In addition to CVP financial issues, the District and its Landowners are facing a host of other issues that will need to be balanced to ensure a stable water supply into the future. The District is currently pursuing both Groundwater Storage (Orestimba Creek Recharge & Recovery Project – 15 TAF) and Reservoir Storage (Del Puerto Canyon Reservoir – 82 TAF) in partnership with the member units of the San Joaquin River Exchange Contractors Water Authority. Additionally, the District is a Local Agency Partner in the Los Vaqueros Reservoir Expansion Project, and pursuing the possible benefits of the BF Sisk Dam Raise and Reservoir Expansion Project, as well as other options to improve access to storage and conveyance. These projects will be necessary to confront the developing effects of climate change, as well as to achieve success while implementing the requirements of the State's Sustainable Groundwater Management Act (SGMA). Concurrently, through its membership in the SLDMWA, solutions are being sought to remediate for subsidence along the Delta-Mendota Canal and to construct the San Luis Transmission Project to ensure affordable energy supplies for the conveyance of water through South-of-Delta CVP facilities.

The topics mentioned in this discussion portray the challenges associated with the export of water to the District's service area, and the growing need to implement a variety of management tools to ensure the Agricultural Lands we serve have access to an Adequate, Affordable and Reliable water supply.

### **REQUEST FOR INFORMATION**

This report is designed to provide Del Puerto Water District's elected officials, landholders, customers and creditors a general overview of the District's finances and to demonstrate its accountability of the revenues it receives. If you have any questions about this report or need additional information, please contact: Del Puerto Water District, Attn: Anthea G. Hansen, General Manager/Treasurer, P.O. Box 1596, Patterson, CA 95363-1596.

# DEL PUERTO WATER DISTRICT

## Statement of Net Position

February 28, 2021

### Assets

#### Current assets

Cash and cash equivalents	\$ 2,809,165
Accounts receivable - water users and others	3,717,594
Prepaid CVP construction costs	808,620
Prepaid water - USBR and SLDMWA	2,166,648
Prepaid water - other sources	1,438,199
Prepaid expenses	85,175
Total current assets	<u>11,025,401</u>

#### Board designated assets

Cash and cash equivalents	256,718
Investments	1,396,446
Other post-employment benefits, net (CERBT)	205,935
Total board designated assets	<u>1,859,099</u>

#### Investments

Prepaid CVP construction costs	2,253,396
Property, plant and equipment, net of depreciation	11,390,330
Total assets	<u>1,120,293</u>

Deferred outflow of resources- GASB 68 Pension	27,648,519
Deferred outflow of resources- GASB 75 OPEB	121,527
Deferred outflow of resources- GASB 75 OPEB	12,204
Total assets and deferred outflow of resources	<u>\$ 27,782,250</u>

### Liabilities and net position

#### Current liabilities

Accounts payable	\$ 640,494
Accrued expenses and liabilities	869,451
Current portion of long-term debt	690,449
Customer prepaid water tolls	3,717,645
Compensated absences payable	101,450
Deferred revenue	700,000
Total current liabilities	<u>6,719,489</u>

CVP construction prepayment payable	1,545,600
Long-term debt, less current portion	9,612,104
Net pension liability	698,501
Total liabilities	<u>18,575,694</u>

#### Net position

Invested in capital assets	1,120,293
Designated for rate stabilization	1,648,233
Designated for capital repayment	2,713
Unrestricted	6,435,317
Total net position	<u>9,206,556</u>

Total liabilities and net position	<u>\$ 27,782,250</u>
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See accompanying notes to the financial statements

# DEL PUERTO WATER DISTRICT

## Statement of Revenues, Expenses and Changes in Net Position

For the Year Ended February 28, 2021

### Operating revenues

Water sales	\$ 15,126,328
Water availability charge	1,930,635
Total operating revenues	<u>17,056,963</u>

### Operating expenses

Purchased water	11,548,015
Salaries, wages and benefits	946,862
Office supplies, technology and other	194,238
Professional fees	1,603,062
Repairs and maintenance	4,498
Metering program	2,584
Association fees	539,978
Utilities	20,742
Vehicle, travel and conferences	13,577
Insurance	16,454
Depreciation	47,350
Total operating expenses	<u>14,937,360</u>
Income from operations	<u>2,119,603</u>

### Non-operating revenues (expenses)

Interest income	53,575
Unrealized gain on investments	2,596
Agricultural drainage loan program	(2,595)
Other non-operating expense	92,181
Total non-operating revenue, net	<u>145,757</u>
Net increase in net position	2,265,360
Total net position, February 29, 2020	6,941,196
Adjustment- OPEB expense	-
Total net position, February 28, 2021	<u><u>9,206,556</u></u>

# DEL PUERTO WATER DISTRICT

## Statement of Cash Flows

For the Year Ended February 28, 2021

### Cash flows from operating activities

Cash received from customers	\$ 14,328,435
Cash payments for goods and services	(16,730,879)
Cash payments to employees	(926,513)
Net cash used in operating activities	<u>(3,328,957)</u>

### Cash flows from non-capital and related financing activities:

ADLP activities, net	<u>(2,595)</u>
Net cash used in non-capital and related financing activities	(2,595)

### Cash flows from capital and related financing activities

Net investment in prepaid construction costs	(487,347)
Additions to capital assets, net	(527,718)
Net cash used in capital and related financing activities	<u>(1,015,065)</u>

### Cash flows from investing activities

Net change in restricted assets	959,041
Net change in investments	2,519,967
Interest income	53,575
Unrealized gains or losses on investments	(2,596)
Net cash provided by investing activities	<u>3,529,987</u>
Net decrease in cash and cash equivalents	(816,630)
Cash and cash equivalents, February 29, 2020	3,625,795
Cash and cash equivalents, February 28, 2021	<u><u>\$ 2,809,165</u></u>

*See accompanying notes to the financial statements*

# DEL PUERTO WATER DISTRICT

## Statement of Cash Flows

For the Year Ended February 28, 2021

### Reconciliation of operating income to net cash provided by operating activities

Income from operations	\$ 2,119,603
Adjustments to reconcile income from operations to net cash provided by operating activities:	
Depreciation and amortization	47,350
Changes in operating assets and liabilities:	
Accounts receivable - water users and other	(859,645)
Prepaid water	(453,254)
Prepaid expenses	71,886
Accounts payable	(1,815,357)
Accrued liabilities	(591,006)
Customer prepaid water tolls	(818,883)
Compensated absences payable	20,349
Deferred revenue	(1,050,000)
Net cash provided by operating activities	<u>\$ (3,328,957)</u>

See accompanying notes to the financial statements

# DEL PUERTO WATER DISTRICT

## Statement of Net Position - Fiduciary Fund- SWPP

February 28, 2021

### Assets

#### Current assets

Cash and cash equivalents	\$ 7,700
Program receivable	35,000
Investments	<u>102,146</u>
Total current assets	<u>144,846</u>

Total assets	<u><u>\$ 144,846</u></u>
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### Liabilities and net position

#### Current liabilities

Reserved for current program expenditures	\$ 144,846
Total current liabilities	<u>144,846</u>

Total liabilities and net position	<u><u>\$ 144,846</u></u>
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See accompanying notes to the financial statements

DRAFT

# DEL PUERTO WATER DISTRICT

## Statement of Net Position - Fiduciary Fund- NVRWP-RWSP

February 28, 2021

### Assets

#### Current assets

Cash and cash equivalents	\$ 5,297,208
Investments	<u>19,965,307</u>
Total current assets	<u>25,262,515</u>

Total assets	<u><u>\$ 25,262,515</u></u>
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### Liabilities and net position

#### Current liabilities

Reserved for current program expenditures	\$ 25,262,515
Total current liabilities	<u>25,262,515</u>

Total liabilities and net position	<u><u>\$ 25,262,515</u></u>
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See accompanying notes to the financial statements

DRAFT

# DEL PUERTO WATER DISTRICT

## Statement of Net Position - Fiduciary Fund- CNRA/RWSP

February 28, 2021

### Assets

#### Current assets

Cash and cash equivalents

\$ 9,362,710

Investments

17,600,565

Total current assets

26,963,275

Total assets

\$ 26,963,275

### Liabilities and net position

#### Current liabilities

Reserved for current program expenditures

\$ 26,963,275

Total current liabilities

26,963,275

Total liabilities and net position

\$ 26,963,275

*See accompanying notes to the financial statements*

DRAFT

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The District complies with *Generally Accepted Accounting Standards* (GAAP). The District's reporting entity applies all relevant *Government Accounting Standards Board* (GASB) pronouncements. The District applies *Financial Accounting Standards Board* (FASB) pronouncements and *Accounting Principles Board* (APB) opinions issued on or before November 30, 1998, unless those pronouncements conflict with or contradict GASB pronouncements, in which case, GASB prevails.

Financial Reporting Entity – GASB Statement No. 14 establishes criteria for determining which organizations should be included in a governmental reporting entity. The focal point for preparing financial statements of a financial reporting entity is the *primary government*. The identification of a financial reporting entity is built around the concept of financial accountability. That is, if a primary government is financially accountable for another entity, that entity's financial statements must be included in the financial statements of the reporting entity. Thus, the *financial reporting entity* consists of the *primary government* and its *component units*.

*Primary government* is defined as a state, general purpose local or special purpose local government that has a separately elected governing body, is legally separate, and is fiscally independent of other state or local governments.

*Component units* are defined as legally separate organizations for which the elected officials of the primary government are financially accountable. In addition, a component unit can be another organization for which the nature and significance of its relationship with a primary government is such that exclusion would cause the reporting entity's financial statements to be misleading or incomplete.

Based on these criteria and definitions, the district is the primary government and there are no potential component units, which should be included in the financial reporting of the District as required by GASB Statement No. 14.

Basis of Presentation – Fund Accounting – The operations of the District are accounted for in the fund types described below:

Proprietary Fund Type – Proprietary funds are accounted for on a flow of economic resources measurement focus. The accounting objectives are a determination of net income, financial position and changes in cash flow. All assets and liabilities associated with a Proprietary Fund's activities are included on its statement of net position. Proprietary Fund type operating statements present increases (revenues) and decreases (expenses) in net total position. The District has one Proprietary Fund type, namely the Enterprise Fund. The Enterprise Fund is used for activities that are financed and operated in a manner similar to private business enterprises where the intent of the governing body is that costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

Fiduciary Fund Type – Fiduciary funds are used to account for assets held by the District in a trustee capacity or as an agent for individuals, private organizations, other governmental units and/or other funds. The District has three Fiduciary Fund types, the Supplemental Water Purchase Program (SWPP) Agency Fund, the North Valley Regional Recycled Water Program-Refuge Water Supply Program (NVRWP-RWSP) Agency Fund, and the California Natural Resources Agency (CNRA-RWSP)

# **Del Puerto Water District**

## **Notes to the Financial Statements**

**February 28, 2021**

### **NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Agency Fund. All three Funds are custodial in nature and do not involve the measurement of results of operations.

Basis of Accounting and Measurement Focus – The basis of accounting determines when transactions and economic events are reflected in financial statements, and measurement focus identifies which transactions and events should be recorded.

Proprietary fund types are accounted for on an economic resources measurement focus using the accrual basis of accounting. Revenues are recorded when they are earned, including unbilled services which are accrued. Expenses are recorded at the time liabilities are incurred.

The District applies all Governmental Accounting Standards Board (GASB) pronouncements as well as the Financial Accounting Standards Board (FASB) pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements and the State Controller's Minimum Audit Requirements for California Special Districts. The District has elected not to apply FASB statements and interpretations issued subsequent to November 30, 1989.

Use of Estimates – The preparation of financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities as of the date of the financial statements and the reported amounts of revenues and expenditures or expenses during the reporting period. Accordingly, actual results could differ from those estimates.

Accounts Receivable – The District's management considers all accounts receivable from water users and others to be fully collectible. Accordingly, no allowance for doubtful accounts has been recorded in these financial statements.

Property, Plant and Equipment – All property, plant and equipment assets are recorded at historical cost. Depreciation is charged as an expense against operations, and accumulated depreciation is reported on the District's statement of net assets. Depreciation is calculated on the straight-line method over the useful lives of the assets. The useful lives for each major class of depreciable fixed assets are as follows:

Office furniture	5-7 years
Tools and equipment	5 years
Vehicles	5 years
Landscaping	15 years
Meters	40 years
Buildings	40 years

Investments – All investments are held with LPL Financial. Fair values were obtained directly from LPL Financial. In accordance with GASB Statement No. 31, the change in the fair value of investments is recorded in the statement of revenues, expenses and changes in net assets.

# **Del Puerto Water District**

## **Notes to the Financial Statements**

**February 28, 2021**

### **NOTE 1: SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)**

Deferred Inflows and Outflows of Resources - The District has adopted the provisions of GASB Statement No. 63 (GASB 63), *Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position*. GASB 63 provides financial reporting guidance for deferred outflows of resources, deferred inflows of resources, and net position in a statement of financial position and related disclosures. It also identifies net position as the residual of all other elements presented in a statement of financial position, or the difference between (a) assets and deferred outflows of resources and (b) liabilities and deferred inflows of resources. As implied above, GASB 63 changes the previous classification of net assets to net position, and consequently, the statement of net assets to the statement of net position.

Compensated Absences – The District has a vacation policy which allows employees to accrue vacation leave up to 480 hours with specific approval by management. Upon separation from employment, employees will be paid their accrued vacation at the current rate of pay. The District has a medical leave policy which allows employees to accrue medical leave up to a maximum of 240 hours. Upon separation from employment, the District has no obligation to compensate an employee for unused medical leave, however employees may convert unused accumulated sick leave (up to one year) to additional service credit when separation occurs as the result of a CalPERS eligible retirement. At February 28, 2021, the District's compensated absences payable was \$101,450.

During the fiscal year ended February 28, 2019, the District adopted GASB Statement 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*. This Statement requires the Agency recognize in its financial statements the total OPEB liability for the health benefits provided to retirees, less the amounts held in an irrevocable trust account.

### **NOTE 2: CASH AND CASH EQUIVALENTS**

Applicable state statutes authorize the District to invest in obligations of the U.S. Treasury agencies, certificates of deposit, banker's acceptances, local and municipal bonds, repurchase agreements, insured money market accounts and commercial paper.

#### Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. The District does not have a formal policy regarding interest rate risk.

#### Custodial Credit Risk

Custodial credit risk is the risk that the District will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. The District does not have a formal policy regarding custodial credit risk. The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an

# **Del Puerto Water District**

## **Notes to the Financial Statements**

**February 28, 2021**

### **NOTE 2: CASH AND CASH EQUIVALENTS (continued)**

undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure District deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. With respect to investments, custodial credit risk does not apply to a local government's indirect investment in securities through the use of mutual funds or investment pools such as LAIF.

#### Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The District does not have a formal policy regarding credit risk. LAIF does not receive a rating from a nationally recognized statistical rating organization.

#### Concentration of Credit Risk

The District has limitations on the amount that can be invested in any one issue beyond that stipulated by the California Government Code.

The FDIC insured the bank balances up to \$250,000 for each bank, except for non-interest bearing transaction accounts at institutions participating in FDIC's Temporary Liquidity Guarantee Program, which are provided with unlimited deposit guarantee.

Cash consists of two checking accounts, one savings account, a money market account and primary certificates of deposit. When excess funds build up in the interest-bearing checking account, they are transferred to either the money market account or the savings account to earn a higher interest rate. Funds are transferred to and from the checking account without penalty. The District holds its checking accounts and savings account in Patterson, California with a federally insured bank. The District and the bank have contracted for insurance in excess of the FDIC limit of \$250,000. The contract insures deposits of the District to \$5,000,000. According to the contract, the bank maintains eligible securities with market values of at least 10% in excess of the actual total amount of local agency monies on deposit with the bank. The District monitors this contract as necessary.

The money market account and the certificates of deposit are held with LPL Financial and are classified as investments. LPL Financial is an investment company that is a member of the New York Stock Exchange, Inc. and the Securities Investor Protection Corporation. The certificates of deposit are insured up to an aggregate maximum amount of \$250,000 per certificate. All short-term investments with an original maturity of three months or less are considered to be cash equivalents. State statutes require that all deposits in financial institutions be fully collateralized by U.S. government obligations or its agencies and instrumentalities or direct obligations of California or its agencies and instrumentalities that have a market value of not less than the principal amount of the deposits. The District's deposits were fully insured or collateralized as required by the state statutes at February 28, 2021.

# **Del Puerto Water District**

## **Notes to the Financial Statements**

**February 28, 2021**

### **NOTE 3: ACCOUNTS RECEIVABLE**

The District invoices its ratepayers for the annual per-acre Water Availability Charge (WAC), West Side San Joaquin River Watershed Coalition Fee, and a Sustainable Groundwater Management Act GSP Activities fee on March 1 of each year. These charges become delinquent on March 31. Delinquent charges are subject to lien under water code section 36729, as well as any other remedies available to the District for collection of delinquencies, including but not limited to those enforced in accordance with Chapters 4, 5 and 6 of Part 7 of Division 13 of California Water Code.

The District further requires those customers electing annual water service to deposit a Water Cost Prepayment (WCP) in an amount equal to 25% of the total cost of CVP contract water available to that customer for the given year, with said deposit being applicable to water charges after the first 75% of the supply is both used and paid for. When an account is established by virtue of the WCP, water is allocated to the account on an equal-per-share irrigable acre basis based on the current years' available CVP supply, with subsequent actual water use being billed on a monthly basis.

Beginning in 2018, as part of the implementation of the North Valley Regional Recycled Water Program (NVRWP), the District began pre-acre assessments to collect the costs of water supply made available by the Program. These assessments were billed one-half on January 1 and one-half on June 1, 2020 for the 2020-21 allocation of 6 inches per acre at an estimated rate of \$225/AF. Similar to the WAC, these charges are supported by a Proposition 218 vote of the landowners and are an obligation of all irrigable acreage in the District.

Unless specified differently under special program guidelines, all charges are due by the last day of the month following invoicing to avoid interruption in service. In addition to water customer accounts receivable, the District also processes invoicing for miscellaneous items/services. As of February 28, 2021, the District had \$244,859 in water accounts receivable, \$6,935 in OPEB Trust Reimbursement receivable, and \$3,465,800 in miscellaneous accounts receivable.

### **NOTE 4: PREPAID CVP CONSTRUCTION COSTS**

#### **CVP Facilities**

On, November 25, 2020, the District made an early repayment of its outstanding Central Valley Project Construction Costs which were estimated to be \$14,124,614 as of the USBR FY '20 Ratebook Construction Schedules, as discounted per that certain Contract between the United States and Del Puerto Water District Providing for Project Water Service from Delta Division and Facilities Repayment, dated September 28, 2020 Contract No. 14-06-200-922-LTR1-P. Through a combination of cash funds and CoBank Loan proceeds, the District achieved the repayment, which would have otherwise been due and payable by year 2030, and realized other benefits for its ratepayers, including but not limited to a meaningful reduction in the Ag Water Rate. Subsequent to the payoff, the Districts estimated CVP Construction (excluding the DMC/CA Intertie) were estimated to be \$12,091,982, as published in the January 1, 2021 final estimated rate schedules for water year 2021. The District has recognized the "overpayment" on these financials as a current receivable due from Reclamation.

# **Del Puerto Water District**

## **Notes to the Financial Statements**

**February 28, 2021**

### **NOTE 4: PREPAID CVP CONSTRUCTION COSTS (continued)**

#### **DMC/California Aqueduct Intertie**

On July 20, 2005, the District finalized execution of a Contributed Funds Agreement with the Bureau of Reclamation, which committed its fair share of the funding necessary to construct a physical connection between the federally owned Delta-Mendota Canal and the State-owned California Aqueduct. In exchange for its contribution of funds, the District was to receive a commensurate reduction in its total capital repayment obligation once construction is completed and the facility becomes operational. It was estimated that operation of the Intertie would produce an average additional yield of 2,583 acre-feet, or a 2% increase in the District's annual allocation over time. The District financed its portion of the Intertie construction costs by way of a tax-exempt loan offered by the Bank of the West in the amount of \$1,793,575 over a period of fifteen years at a fixed rate of 4.25%. In early 2011, the Bureau of Reclamation identified alternate potential funding sources for the Intertie, which then had the necessary approvals for proceeding with construction. In August 2011, the district received a refund of a portion of its Contributed Funds which was used to retire the Bank of the West obligation. The small remaining portion of the District's initial contributed funds which had already been spent by the BOR remained to be credited against the District's capital obligation once the project was put into service, which occurred in the Bureau's fiscal year 2014. After recognizing the WY 2019 portion amortized over a 50-year repayment period, prepaid intertie construction costs, as of February 28, 2021, totaled \$106,967.

As of February 28, 2021, the Current Portion of the Prepaid CVP Construction Costs, and Prepaid DMC/CA Aqueduct Construction Costs totaled \$808,620, and the Non-Current portion totaled \$11,390,330.

### **NOTE 5: PREPAID WATER, USBR & SAN LUIS & DELTA – MENDOTA WATER AUTHORITY**

As a requirement of its long-term water service contract, the District prepays the United States Bureau of Reclamation (USBR) two months in advance for its scheduled CVP water use at the estimated rates published for the applicable water year. At the same time that this payment is made, the District also reconciles the actual CVP water use for the prior month to the prepayment previously paid for that month and adjusts the current payment accordingly.

As a requirement of its multi-year Warren Act contracts, the district prepays the USBR two months in advance for any non-project supplies scheduled to be conveyed and/or stored in the federal facilities. This prepayment is reconciled to actual deliveries as the schedule is updated throughout the water year. Prepayments are categorized as either Prepaid Water – USBR or Prepaid Water – Other, depending on the source supply being transacted.

The District also prepays Delta-Mendota Canal O&M costs to the San Luis & Delta- Mendota Water Authority (SLDMWA) one month in advance for its scheduled water deliveries at estimated rates set by the Water Authority Board for the applicable water year. At the same time that this payment is made, the District reconciles the actual water use for the prior month to the prepayment previously paid for that month and adjusts the current payment accordingly.

As of February 28, 2021, the District had prepaid water costs to the USBR and SLDMWA totaling \$2,166,648.

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 6: PREPAID WATER, OTHER SOURCES

Due to contractually imposed shortages on its water supply, the District seeks to develop an annual Additional Supplies Pool (the "Pool") for each water year, which is created by the pooling of other sources of water through various transfer, banking and exchange agreements. Early in the water year an estimate of the total available Pool is made, and a per-acre-foot price designed to recover all costs of development of the pool is set by the Board. The costs of this Annual Additional Supplies Pool are recorded as Prepaid Water/Other Sources. Sales from the Annual Additional Supplies Pool are recorded as Deferred Revenue.

The Pool is closed and reconciled at year-end, or as soon as possible after the Rescheduling period, if any Pool supplies are rescheduled by the District. Normally, any resultant income from the Annual Additional Supplies Pool is either rebated to customers who purchased rebate-eligible additional supplies in that year, or set aside to be used in the development of the next year's Pool. Any resultant losses would be offset by prior or forecasted Pool profits or melded into costs of the next year's Pool. At the closing of the 2020-21 Annual Additional Supplies Pool the District had \$3,720 in prepaid 2021-22 pool costs and \$1,434,478 in costs associated with the future return of 6,133 AF of stored supply, for a total invested in prepaid water from other sources of \$1,438,199 at February 28, 2021.

### NOTE 7: PREPAID EXPENSES

The District prepays certain expenses for future operations, including such items as property & liability insurance, maintenance contracts on office equipment and the facility, certain association dues and subscriptions, as well as its annual obligation to the USBR for the Trinity Public Utility District Assessment and for Replacement Power Cost estimates per supply moved under Warren Act Contracts. Expenses are then recorded in the appropriate month of service. As of February 28, 2021, the District had \$85,175 in other prepaid expenses.

### NOTE 8: RESTRICTED ASSETS

Restricted assets consisted of the following at February 28, 2021:

	Designated	Total
Cash	\$ 254,500	\$ 254,500
Receivables	2,218	2,218
Investments	<u>1,396,446</u>	<u>1,396,446</u>
Total	<u>\$ 1,653,164</u>	<u>\$ 1,653,164</u>

#### *Designated*

Rate Stabilization – United States Bureau of Reclamation and San Luis & Delta-Mendota Water Authority (SLDMWA) rates fluctuate due to the fact that initial rates are set based on estimated budget expenditures and

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 8: RESTRICTED ASSETS (continued)

system-wide water deliveries. Final rates are not reconciled by agencies until 12 to 18 months after the water year, has ended. The District attempts to stabilize its rates through use of rate contingency collections in some water years and rate subsidies in others, based on initial estimates provided by the agencies. As of February 28, 2021, contingency collections and agency final accounting refunds in the amount of \$1,650,451 have been designated for use in maintaining stable District water rates.

Capital Repayment – Under current Bureau rate setting policy, each CVP contractors' obligation for repaying the capital costs of constructing the CVP is collected as a component of that contractor's published annual estimated water rates based on historical plus projected future deliveries through year 2030. Shortages incurred since the passage of CVPIA in the early '90's and predicted to continue for the foreseeable future mean less delivery base across which to spread the capital obligation, leading to predicted higher rates as year 2030 nears. In Fiscal Year 2012-13, the Board authorized the collection of a rate component on all water deliveries which would set based on the forecasted deliveries during each water year and designed to collect the "shortfall" inherent in the USBR's capital collections. As part of the Contract Conversion process and the related transaction which accomplished the payoff of the District's estimated CVP Construction Obligation, \$1,225,000 in funds previously collected and designated for Capital (Construction) Repayment were utilized, leaving \$2,713 in cash and investments designated for additional Capital Repayment as of February 28, 2021.

### NOTE 9: PROPERTY, PLANT AND EQUIPMENT

Property, plant and equipment and related accumulated depreciation consisted of the following at February 28, 2021:

	Balance <u>2/29/2020</u>	<u>Additions</u>	<u>Deletions</u>	Balance <u>2/28/2021</u>
Land	\$ 35,409	\$ -	\$ -	\$ 35,409
Buildings and improvements	754,673	521,177	-	1,275,850
Meters	249,050	6,541	-	249,050
Office equipment	142,670	-	-	142,670
Equipment	83,899	-	-	83,899
Vehicles	109,438	-	-	109,438
Total Historical Cost	1,375,139	527,718	-	1,902,857
Accumulated depreciation	(735,214)	(47,350)	-	(782,564)
	<u>\$ 639,925</u>	<u>\$ 480,368</u>	<u>\$ -</u>	<u>\$ 1,120,293</u>

Depreciation expense for the year ended February 28, 2021 was \$47,350.

# **Del Puerto Water District**

## **Notes to the Financial Statements**

**February 28, 2021**

### **NOTE 10: ACCOUNTS PAYABLE**

The District records its accounts payable and processes timely payments to its vendors on the 15<sup>th</sup> and last day of each month, which is composed of payables to the SLDMWA, USBR, CCID, City of Turlock, and various consultants. As of February 28, 2021, Accounts Payable totaled \$640,494.

### **NOTE 11: ACCRUED EXPENSES AND LIABILITIES**

The District records accrued liabilities for Auditing, Workers Compensation and various expenditures, as applicable in the month the expense was incurred. As of February 28, 2021, Accrued Liabilities related to these expenditures totaled \$864,960.

The District also records accrued interest on investments, as applicable, as part of its accrued liabilities. As of February 28, 2021, Accrued Liabilities related to unearned investment interest totaled \$4,491.

### **NOTE 12: CUSTOMER PREPAID WATER TOLLS AND DEFERRED REVENUE**

The District receives advance payment from customers who have elected to receive their current year water allotment, equivalent to 25% of the cost of their water allotment at the beginning of the year, which is applied toward the last 25% of their water use once the first 75% is both used and paid for. Customer Prepaid Water Tolls represent instances where, at the end of the water year, a customer has not utilized their full allocated water supply. As of February 28, 2021, customer prepaid water tolls totaled \$1,248,811.

In January of 2021, the District also collected advance payment for one half of the estimated cost of NVRRWP supplies to be acquired for the 2021-22 water year. As of February 28, 2021 Prepaid NVRRWP tolls totaled \$2,469,534.

Per Agreement, the District holds \$700,000 in prepaid revenue from a multi-year transaction with San Luis Water District, to be recorded as revenue in 2021.

### **NOTE 12: LONG TERM DEBT AND CVP CONSTRUCTION PREPAYMENT PAYABLE**

The District acquired a loan from CoBank to fund a portion of the early repayment of its outstanding Central Valley Project Construction Costs, which were estimated to be \$14,124,614 as of the USBR FY '20 Ratebook Construction Schedules, as discounted per that certain Contract between the United States and Del Puerto Water District Providing for Project Water Service from Delta Division and Facilities Repayment dated September 28, 2020 Contract No. 14-06-200-922-LTR1-P. By entering into this Debt Obligation, the District achieved the repayment, which would have otherwise been due and payable by year 2030, and realized other benefits for its ratepayers, including but not limited to a meaningful reduction in the Ag Water Rate. The outstanding CoBank Loan Payable amount as of February 28, 2021 was \$10,192,153. The Current Portion of the CoBank Loan Payable totaled \$580,049 and the Non-Current portion totaled \$9,612,104.

In addition to the loan from CoBank, a portion of the repayment of the Districts estimated outstanding CVP Construction Obligation was accomplished with funds collected in advance from certain customers who did not wish to participate in the assessment which would be used to repay the CoBank Loan. As of February 28, 2021 the current portion of the prepayment to be amortized over 15 years was \$110,400 and the Long-Term portion \$1,545,600, for a total obligation of \$1,656,000.

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 13: PENSION PLAN

#### Plan Description

The District contributes to the California Public Employees' Retirement System (CalPERS), an agent multiple-employer public employee defined benefit pension plan. CalPERS provides retirement and disability benefits, annual cost-of-living adjustments, and death benefits to plan members and beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities with the State of California. Benefit provisions and all other requirements are established by state statute and city ordinance.

#### Funding Policy

Benefits from the plan are for both salaried and hourly-rated employees who meet certain eligibility requirements, and calls for these benefits to be paid to eligible employees at retirement based on age, years of service and compensation rates for the highest earnings year during employment. CalPERS retirement laws changed effective January 1, 2013 creating two classes of benefit groups: classic members and PEPRA members. The District contributes its share of the pension costs as determined annually by the plan's actuary, which as of July 1, 2019 was 10.221% of gross earnings plus \$3,704 per month for classic members, and 6.985% plus \$138 per month for PEPRA members. These percentages increased to 11.031% and 7.732%, respectively, on 7/1/2020. Employees contribute an additional 7% and 6.75% of gross earnings, respectively, for classic and PEPRA members.

**Employees covered by benefit terms:** There are currently 6 active participants in the plan, and 2 participants receiving benefits.

**Contributions:** The contribution for the period ending February 28, 2021 was \$105,631.

At February 28, 2021, the District reported a liability of \$698,501 in the Statement of Net Position for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020 and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of that date. The District's proportion of the net pension liability was based on a projection of the District's long-term share of contributions to the pension plan relative to the projected contributions of all Pension Plan participants, which was actuarially determined. For the fiscal year ended February 28, 2021, the District recognized pension expense of \$128,306 to reflect the change in the net pension liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss, actuarial gain/loss, actuarial assumptions or method, and plan benefits.

#### Actuarial assumptions

Total pension liability represents the portion of the actuarial present value of projected benefit payments attributable to past periods of service for current and inactive employees. The total pension liability in the June 30, 2020 actuarial valuation was determined using the following actuarial assumptions:

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 13: PENSION PLAN (continued)

- Discount Rate/Rate of Return – 7%, net of investment expense
- Inflation Rate – 2.5%
- Salary increases – Varies by Entry Age and Service - up to 3%
- Payroll Growth – 2.75%%
- Post-Retirement Mortality – Derived using Dec 2017 CalPERS Experience Study

The long-term expected rate of return on pension plan investments (7.15%) was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	Rate of Return
Global Equity	49.0%	4.80%
Fixed Income	22.0%	1.00%
Inflation Sensitive	6.0%	.77%
Private Equity	8.0%	6.30%
Real Estate	12.0%	3.75%
Liquidity	3.0%	0.00%

The discount rate used to measure the total pension liability was 7.15 percent. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that contributions from the District will be made at contractually required rates, as actuarially determined. Based on those assumptions, the pension fund's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. In theory, the discount rate may differ from the long-term expected rate of return discussed previously. However, based on the projected availability of the pension fund's fiduciary net position, the discount rate is equal to the long-term expected rate of return on pension plan investments, and was applied to all periods of projected benefit payments to determine the total pension liability.

#### Sensitivity of the District's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1 percentage point lower (6.15%) or 1 percentage point higher (8.15%) than the current rate:

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 13: PENSION PLAN (continued)

	1% Decrease 6.15%	Discount Rate 7.15%	1% Increase 8.15%
District's proportionate share of the net pension plan liability	\$ 1,113,694	\$ 698,501	\$ 355,440

Detailed information about the pension fund's fiduciary net position is available in the separately issued CALPERS comprehensive annual financial report, which may be obtained by contacting PERS.

### NOTE 14: DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES

Under the modified accrual basis of accounting, it is not enough that revenue is earned; it must also be available to finance expenditures of the current period. Governmental funds will therefore include deferred inflows of resources for amounts that have been earned but are not available to finance expenditures in the current period.

Pursuant to GASB Statement No. 63, the District recognized deferred outflows and inflows of resources in the Government-Wide and Proprietary Fund Statements. These items are a consumption of net position by the District that is applicable to a future reporting period.

The first item is related to pensions, that being the PERS premiums for the PERS 2021 fiscal year. These were the employer contributions subsequent to the measurement date of June 30, 2020, totaling \$72,518, which will be recognized in a subsequent reporting period.

The District is also reporting deferred outflows of resources relating to differences between projected and actual investment earnings, change in employer proportions, and differences between the employer's contributions and their proportionate share of contributions. The total of these amounts at year-end were \$82,534 and they will be amortized over a 3.8 year period.

The District also recognized deferred inflows of resources in the Government-Wide Financial Statements. These are related to differences between expected and actual experience, changes of assumptions, and differences between employer's contributions and the District's proportionate share of contributions. This amount totals \$33,525 and will be amortized over a 3.8 year period.

The following graph represents the deferred inflows and outflows by category:

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 14: DEFERRED OUTFLOWS AND INFLOWS OF RESOURCES (continued)

	Deferred Outflows of Resources	Deferred Inflows of Resources
Change in assumptions	\$ -	\$ 4,983
Differences in expected and actual experience	35,995	-
Differences in projected and actual return on plan assets	20,750	-
Adjustment due to changes in proportions	25,789	-
Adjustment due to differences between actual and proportionate share of contributions	-	28,542
Deferred contributions	72,518	-
Totals	\$ 155,052	\$ 33,525

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions (net, excepting deferred contributions) all will be recognized as pension expense as follows:

Year Ending	
February 28/29,	
2022	\$ 2,631
2023	20,458
2024	15,966
2025	9,954
2026	-
Total	\$ 49,009

### NOTE 15: POST-EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS

In addition to pension benefits, the District also provides post-employment health care insurance(s) (medical/dental/vision) to eligible retirees.

#### Access to Coverage

Medical coverage is currently provided through CalPERS as permitted under the Public Employee's Medical and Hospital Care Act (PEMHCA). This coverage requires the employee to satisfy the requirements for retirement under CalPERS: either (a) attainment of age 50 (age 52, if a miscellaneous employee under new to PERS on or after January 1, 2013) with 5 years of State or public agency service or (b) an approved disability retirement. The employee must begin his or her pension benefit within 120 days of terminating employment with the District to be eligible to continue medical coverage through the District and be entitled to the employer subsidy described below, excepting employees covered by the PEMHCA Vesting Resolution who work at least 20 years for the District, who are not subject to this requirement.

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 15: POST-EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)

Once eligible, a retiree or survivor may enroll within 60 days of retirement or during any future open enrollment period. Coverage may be continued at the retiree's option for his or her lifetime. A surviving spouse and other eligible dependents may also continue coverage.

#### Benefits provided

Under the CalPERS medical program, the District must contribute toward the cost of retiree medical coverage for the retiree's lifetime or until coverage is discontinued. The District currently maintains two PEMHCA resolutions defining the District's contribution toward retiree medical plan premiums. The resolutions apply based on an employee's hire date as follows:

- *Employees hired before February 1, 2015:* The District contributes 100% of the medical premium for employees and retirees and 75% of the premium for any covered dependents. The surviving spouse of a deceased retiree will receive 100% of the medical premium.
- *Employees hired after February 1, 2015:* Those who retire from the District meeting the eligibility requirements described above under "Access to Coverage", but with less than 5 years of District service and less than 10 years of PERS service may continue the medical coverage at their own expense.

<u>Subsidy for the 100/90 Formula</u>		
<u>Retiree</u>	<u>Retiree + 1</u>	<u>Retiree + 2</u>
\$767.00	\$1,461.00	\$1,868.00

Note: The "100/90 formula" provides that the District pay up to a maximum of 100% of the weighted average of the health benefits plan premium for retirees and 90% of the weighted average of additional premiums required for the enrollment of eligible dependents.

The Vesting percentage applied to the "100/90 formula" caps for service retirements are shown in the chart below:

<u>Years of Qualifying Service</u>	<u>Vested Percent</u>	<u>Years of Qualifying Service</u>	<u>Vested Percent</u>
<u>Less than 10</u>	<u>0%</u>	<u>15</u>	<u>75%</u>
<u>10</u>	<u>50%</u>	<u>16</u>	<u>80%</u>
<u>11</u>	<u>55%</u>	<u>17</u>	<u>85%</u>
<u>12</u>	<u>60%</u>	<u>18</u>	<u>90%</u>
<u>13</u>	<u>65%</u>	<u>19</u>	<u>95%</u>

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

<u>14</u>	<u>70%</u>	<u>20 or more</u>	<u>100%</u>
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**NOTE 15: POST-EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)**

Note that for employees who qualify for a disability retirement, the vesting percentage does not apply in determining the amount of the benefit payable and that CalPERS applies the vesting percent to the 100/90 formula caps and not the retiree's actual premium, if less. Thus, for example, a retiree with 15 years of CalPERS membership (including 5 with the District) could receive more than 75% of his or her premium paid; after the retiree is covered by Medicare, this could increase to 100% of the premium, depending on the medical plan selected.

Dental and vision insurance is also provided for qualifying retirees, as follows:

- *Employees hired before February 1, 2015:* The District contributes 100% of the dental and vision premium for the retiree and 75% of the premium for any covered dependents.
- *Employees hired on or after February 1, 2015:* Those who retire from the with at least 10 year of service are eligible for (a) 100% of the dental and vision premium for the retiree and 75% of the premium for any covered dependents, multiplied by (b) the vested percent, determined from the table shown above.

Dental and vision coverage ends upon the retiree's death.

### **Funding Policy**

While the District's Board of Directors may amend its OPEB Funding Policy, it has thus far opted to contribute 100% or more of the Actuarial Determined Contributions (ADC) each year. The ADC represents a level of funding that if paid on an ongoing basis, is projected to cover normal costs each ear and amortize any unfunded actuarial liabilities (or funding excess) over an open 30-year period. Contributions made to California Employees Retirement Benefit Trust (CERBT) for the fiscal year ended February 28, 2021 totaled \$33,354.

### **Total OPEB liability**

The District's total OPEB liability was measured as of February 29, 2020, and was determined by an actuarial valuation as of that date.

### **Actuarial Assumptions and Other Inputs**

Actuarial valuations of an ongoing employee benefit plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events over the plan lifetime. Examples include assumptions about future employment, mortality and the health cost trend. Amounts determined regarding the funded results are compare with past expectations and new estimates are made in the future. The actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 15: POST-EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)

The February 29, 2020 actuarial valuation used the Entry Age Normal Cost Method. Under this method, the projected benefits of each individual included in the valuation is allocated on a level percent-of-pay over the earning or service of the individual between entry age and assumed exit age(s). The portion of the Actuarial Percent Value allocated to a valuation year is called the Normal Cost; the portion allocated to all prior years is the Actuarial Accrued Liability. The Entry Age Normal Cost Method is the only method permitted for financial reporting purposes under GASB 75.

The total OPEB liability in the February 29, 2020, actuarial valuation was determined using the following actuarial assumptions and other inputs, applied to all periods included in the measurement, unless otherwise specified:

Inflation	2.75%
Salary increases	3.00%
Medical cost trend	4.8-5.4% increases
Discount rate	6.55%

Demographic actuarial assumptions were those in the June 30, 2020 valuation of the retirement plans covering the District's employees (classic & PEPRAs) which are based on the CalPERS 2017 experience study using data from 1997 to 2015, with the exception of Mortality Improvement, which were those published by the 2017 study as adjusted to back out 15 years of Scale MP 2016 to Central Year 2015 (results in shorter retiree life expectancy).

#### Sensitivity of the District's Total OPEB Liability to Changes in the Discount Rate

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower or 1 percentage point higher than the current discount rate:

	1% Decrease	Discount Rate	1% Increase
	5.55%	6.55%	7.55%
District's Net OPEB liability	\$ (118,834)	\$ (205,935)	\$ (276,929)

#### Sensitivity of the District's Total OPEB Liability to Changes in the Healthcare Cost Trend Rates

The following presents the total OPEB liability of the District, as well as what the District's total OPEB liability would be if it were calculated using healthcare trend rates that is 1 percentage point lower or 1 percentage point higher than the current trend rate:

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 15: POST-EMPLOYMENT BENEFITS OTHER THAN PENSION BENEFITS (continued)

			Current
	1% Decrease	Trend Rate	1% Increase
District's Net OPEB liability	\$ (289,332)	\$ (205,935)	\$ (99,656)

#### OPEB expense and Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB

For the year ended February 28, 2021, the District recognized OPEB expense of \$30,736. OPEB expense represents the change in the net OPEB liability during the measurement period, adjusted for actual contributions and the deferred recognition of changes in investment gain/loss and actuarial assumptions.

At February 28, 2021, the District reported deferred outflows and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Change in assumptions	\$ 35,588	\$ 6,875
Differences in expected and actual experience	-	31,779
Differences in projected and actual earnings on investments	-	18,153
Deferred contributions	33,423	-
Totals	\$ 69,011	\$ 56,807

The deferred contributions will be recognized in the subsequent measurement period (February 28, 2022). The remainder of the amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized in OPEB expense as follows:

Year Ending February 28/29,	
2022	\$ (2,142)
2023	(2,142)
2024	(328)
2025	(11,793)
2026	437
Therafter	(5,251)
Total	\$ (21,219)

# **Del Puerto Water District**

## **Notes to the Financial Statements**

**February 28, 2021**

### **NOTE 16: ECONOMIC DEPENDENCIES**

The District was organized to contract for and administer delivery of water supplies to landowners within the geographical boundaries of the District. Therefore, the District's existence relies exclusively on the continuing need for water supplies by landowners within the District, and the District's ability to procure and provide such supplies. Because various regulatory and judicial proceedings may impact the guarantees of water available to the District in the future, management believes that the impact of severe or chronic water shortages could have a material, financial or operating effect on the District.

### **NOTE 17: COMMITMENTS AND CONTINGENCIES**

Insurance Coverage and Risk Management – The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The District is covered under commercial insurance policies for workers' compensation, automobile, general liability and other business-related coverage. Expenditures and claims in excess of the District's deductible for related insurance coverage are recognized when it is probable that a loss has occurred and the amount of the loss can be reasonably estimated. In determining claims, events that might create claims, but for which none have been reported, are considered. The District is unaware of any actual or potential claims that would materially affect its financial condition. Therefore, no provision has been recorded.

### **NOTE 18: SUPPLEMENTAL WATER PURCHASE PROGRAM**

During 2003, the District completed the Supplemental Water Purchase Program ("SWPP" or the "Program"). The cost of this \$2,192,080 Program was financed through the issuance of 25-year Certificates of Participation generating \$2,535,000, including costs of issuance and a reserve fund deposit requirement for the one-time purchase of 4,136 acre-feet of annual water entitlement from certain property owners within the District who agreed to permanently remove their land from service. This entitlement was used to increase the allocation to certain parcels of land within the District in exchange for participant landowners annually paying the costs of the Program. The District, which offered all landowners in the District the opportunity to participate in the Program, eventually entered into Water Supply Contracts with 21 interested property owners.

Pursuant to these Water Supply Contracts, Program participants agreed to pay capital charges calculated to repay the principal and associated interest costs of the Program along with any other charges allocated to them pro-rata to their share of Program participation. The District, pursuant to the terms of an installment purchase contract, pledged these capital charges as security for the installment payments of principal and interest on bond certificates, which were payable October 1 and April 1 of each year, beginning October 1, 2003.

To provide funds for the installment payments in the event of a delinquent payment of capital charges, the District established a reserve fund from the proceeds of the certificates of participation and a pledged fund from a one-time deposit from the participants. The reserve fund is maintained at the lesser of (1) 10% of the original principal amount of principal payments due under the installment purchase contract, (2) an amount equal to the maximum annual installment payment payable in a certificate year by the District between such dates of calculation and the expiration of the installment purchase contract, or (3) 125% of the average annual installment payment, including interest thereon, payable in a certificate year by the District.

# **Del Puerto Water District**

## **Notes to the Financial Statements**

**February 28, 2021**

### **NOTE 18: SUPPLEMENTAL WATER PURCHASE PROGRAM (continued)**

Further, California Water Code provides that the recorded water supply contracts constitute a priority lien against the benefiting parcels.

In early 2012, favorable market conditions led district staff to explore refunding of the SWPP bonds in favor of a better financing option, and on October 1, 2012, the District completed an issuance of 2012 Certificates of Participation in the amount of \$1,655,000 at 4.25% interest. All Certificates were purchased by a single beneficiary, Rabobank, N.A. Similar to the original series 2003A bonds, the District pledged capital charges to be paid by program participants as security for the installment payments, and elected to retain the balance of the original pledged fund, less refunds to program participants electing payoff of their obligation as part of the transaction, as security for the installment payments in the event of a participant delinquency. The 2012 transaction resulted in an opportunity for participants to prepay their original obligations, of which three elected to do, reducing the total required funding by \$124,457. In addition, the transaction resulted in a one-year reduction in the repayment period, and interest rate savings estimated to be approximately \$245,000 over the remaining life of the issue. The obligation on the refunded bonds will be fully repaid by April 2028.

The District accounts for this program as a fiduciary fund type, specifically as an agency fund. As of February 28, 2021, the District had \$144,846 included in cash, receivables and investments, and an accrued liability of \$144,846 relating to the Program.

### **NOTE 19: NVRRWP-RWSP FUND**

On August 12, 2016, the District executed a long term agreement with the United States Bureau of Reclamation for the exchange and purchase of North Valley Regional Recycled Water Program Water, which expires on February 28, 2060. Per the agreement, Program Water made available annually by the District at the NVRRWP discharge structure on the Delta-Mendota Canal will be provided to the Refuge Water Supplemental Program ("RWSP") in the form of either direct purchase (20% of the total) or exchange (80% of the total exchanged at a 1:10 to 1 ratio), under specified terms and conditions. Pursuant to Article 4e of the agreement, \$10,000,000 dollars was received in September 2016 by the District from the RWSP for the purchase of program water supplies, an additional \$12,300,000 dollars was received in June 2017, and a final \$2,700,000 in October 2017, for a total prepayment of \$25,000,000. The District accounts for this transaction as a fiduciary fund type, specifically as a second agency fund. As of February 28, 2021, the District held \$25,262,515 included in cash, interest receivable, and investments, and reports a corresponding liability for the same amount relating to the Fund.

### **NOTE 20: CNRA-RWSP FUND**

On December 20, 2018, the District executed a grant agreement with the California Natural Resources Agency (CNRA) for the acquisition of North Valley Regional Recycled Water Program Water. Per the grant agreement, funding was made available for supplies to be offered annually by the District to the Refuge Water Supply Program ("RWSP") per the specified terms of the Agreement for The Exchange and Purchase of North Valley Regional Recycled Water Program Water. Pursuant to the CNRA grant agreement, a total prepayment of \$26,695,480 dollars was received in June 2019 by the District expressly to fund \$23,095,480 in future Program Water acquisition and \$3,600,000 for O&M costs related to the RWSP's current acquisition of Program Water paid for by the NVRRWP-RWSP funds. The District accounts for this transaction as a fiduciary fund type, specifically as a third agency fund. As of February 28, 2021, the District held \$26,963,275 included in cash, interest receivables, and investments, and reports a corresponding liability for the same amount relating to the Fund.

# Del Puerto Water District

## Notes to the Financial Statements

February 28, 2021

### NOTE 21: FAIR VALUE OF ASSETS AND LIABILITIES

The District complies with Accounting Standards Codification (ASC) No. 820, *Fair Value Measurements*. ASC 820 fair value establishes a framework for measuring fair value and expands disclosures about fair value measurements. ASC 820 defines fair value as the price that would be received to sell an asset in an orderly transaction between market participants at the measurement date. ASC 820 establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value, Level 1 is defined below as:

**Level 1:** Quoted prices in active markets for identical assets or liabilities.

The following is a description of the valuation methodologies used for assets measured at fair value on a recurring basis and recognized in the District's balance sheets, as well as the classification pursuant to the valuation hierarchy.

**Financial Instruments:** Where quoted market prices are available in an active market, investments are classified within Level 1 of the valuation hierarchy. Level 1 instruments include a variety of financial instruments as listed below. There are no Level 2 or Level 3 types within the balance sheet of the District. The following table summarizes the financial instruments measured at fair value on a recurring basis in accordance with ASC 820 as of February 28, 2021:

	Fair Value	Level 1
Money market securities	<u>\$ 16,406,451</u>	<u>\$ 16,406,451</u>
Totals of financial instruments	<u>\$ 16,406,451</u>	<u>\$ 16,406,451</u>

### NOTE 22: SUBSEQUENT EVENTS

Events have been reviewed through August 18, 2021, the date the financial statements were available for issuance.

# DEL PUERTO WATER DISTRICT

## Schedule of Expenditures of Federal Awards

February 28, 2021

<u>Federal Grantor/program Title</u>	<u>Federal CFDA Number</u>	<u>Agency or Pass-through Number</u>	<u>Federal Expenditures</u>
US Department of the Interior:			
Water reclamation and reuse program	15.504*	R19AP00045	\$ 4,059,192
Total federal expenditures			\$ 4,059,192

\* Denotes major program

*See accompanying notes to the schedule of expenditures of federal awards*

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**Del Puerto Water District**  
**Notes to Schedule of Expenditures of Federal Awards**  
**For the year ended February 28, 2021**

**Note A: Basis of Presentation**

The accompanying Schedule of Expenditures of Federal Awards (the "Schedule") summarizes the expenditures of Del Puerto Water District (the "Organization") under programs of the federal government for the year ended February 28, 2021. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the Organization, it is not intended to, and does not, present the financial position, changes in net assets, or cash flows for the Organization.

**Note B: Summary of Significant Accounting Policies**

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. The Organization used the de minimis cost rate.

**Note C: Pass-Through Awards**

The Organization provided federal awards to sub recipients as follows:

Cluster/Program	Sub recipient	CFDA Number	Amount Expended
Water Reuse Program	City of Turlock	15.504	\$ 4,059,192
			<u>\$ 4,059,192</u>

# JWT & Associates, LLP

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*Report on Internal Control Over Financial Reporting and on  
Compliance and Other Matters Based on an Audit of Financial Statements  
Performed in Accordance With Government Auditing Standards*

Board of Directors  
Del Puerto Water District  
Patterson, California

We have audited the financial statements of Del Puerto Water District (the "District") as of and for the year ended February 28, 2021, and have issued our report thereon dated August 18, 2021. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America.

### *Internal Control Over Financial Reporting*

In planning and performing our audit, we considered the District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the District's internal control over financial reporting.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the District's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the District's financial statements that is more than inconsequential will not be prevented or detected by the District's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the District's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

### ***Compliance and Other Matters***

As part of obtaining reasonable assurance about whether the District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

This report is intended solely for the information and use of the District's board of directors, management, state and federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

***JWT & Associates, LLP***

August 18, 2021

DRAFT

# JWT & Associates, LLP

Certified Public Accountants

1111 E. Herndon Avenue, Suite 211, Fresno, CA 93720

Phone (559) 431-7708 Fax (559) 431-7685

## **Report on Compliance For Each Major Federal Program And Report on Internal Control Over Compliance Required by the Uniform Guidance**

### Independent Auditor's Report

Board of Directors  
Del Puerto Water District  
Patterson, California

### **Report on Compliance for Each Major Federal Program**

We have audited Del Puerto Water District's (the "Organization") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the Organization's major federal programs for the year ended February 28, 2021. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

### ***Management's Responsibility***

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on compliance for each of the Organization's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the Organization's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the Organization's compliance.

### ***Opinion on Each Major Federal Program***

In our opinion, the Organization complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended February 28, 2021.

### **Report on Internal Control Over Compliance**

Management of Del Puerto Water District is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Organization's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

***JWT & Associates, LLP***

August 18, 2021

**Del Puerto Water District**  
**Schedule of Findings and Questioned Costs**  
**For the year ended February 28, 2021**

**I. Summary of Auditor's Results**

**Financial Statements**

Type of auditor's report issued	Unmodified	
Internal Control over financial reporting: Material weakness(es) identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Significant deficiency(ies) identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> None Reported
Noncompliance material to financial statements noted?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**Federal Awards**

Internal control over major programs: Material weakness(es) identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Significant deficiency(ies) identified?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> None Reported
Type of auditor's report issued on compliance for major programs:	Unmodified	
Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

**Major Programs**

	<u>CFDA Number</u>
Water Reclamation Program	15.504
Dollar threshold used to distinguish Types A and B programs	\$ 750,000
Auditee qualified as low-risk auditee?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**Del Puerto Water District  
Schedule of Findings and Questioned Costs  
For the year ended February 28, 2021**

**II. Current Year Audit Findings and Questioned Costs**

Financial Statement Findings

None Reported

Federal Award Findings And Questioned Costs

None Reported

**III. Prior Year Audit Findings and Questioned Costs**

None

**DRAFT**

Required Supplementary Information  
Schedule of Contributions to the OPEB Plan  
February 28, 2021

	2021	2020	2019
Service cost	\$ 30,913	\$ 28,664	\$ 32,526
Interest	35,286	32,616	29,671
Differences between expected and actual experience	(12,982)	-	(30,959)
Changes of assumptions	(7,648)	12,464	40,082
Net investment income	(103,132)	14,065	(48,504)
Employer contributions	(31,062)	(38,465)	(26,428)
Administrative expenses	601	540	527
Net change in total OPEB liability	88,024		
Total OPEB liability - beginning	(117,911)		
Total OPEB liability - ending	(205,932)	\$ (117,911)	\$ (167,795)
Covered-employee payroll	\$ 498,958	\$ 459,586	\$ 437,670
Total OPEB liability as a percentage of covered payroll	-41.27%	-25.66%	-38.34%

- The first year of implementation was February 28, 2019. A ten-year history will be presented as the years accumulate.

Required Supplementary Information  
Schedule of Pension Information  
February 28, 2021

Last 10 Fiscal Years\*:

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2020
District's proportion of the net pension liability	0.0148900%	0.0161600%	0.0154990%	0.1603500%	0.1656000%
District's proportionate share of the net pension liability	\$ 517,245	\$ 603,400	\$ 584,119	\$ 642,133	\$ 698,501
District's covered employee payroll during measurement period	395,740	435,546	431,861	466,277	545,388
District's proportionate share of the net pension liability as a percentage of its covered-employee payroll	130.70%	138.54%	135.26%	137.71%	128.07%
Plan Fiduciary net position as a percentage of the total pension liability	77.22%	76.38%	8.78%	77.88%	77.61%

CALPERS - Schedule of District Contributions

Last 10 Fiscal Years\*:

	FY 2016	FY 2017	FY 2018	FY 2019	FY 2019
Actuarially determined contribution	\$ 20,360	\$ 42,568	\$ 37,258	\$ 86,724	\$ 105,631
Total actual contribution	360	42,568	37,258	86,724	105,631
Contribution deficiency (excess)	-	-	-	-	-
District's covered-employee payroll	395,740	435,546	431,861	498,958	618,161
Contributions as a percentage of covered employee payroll	7.67%	9.67%	8.63%	17.38%	17.09%

\* The first year of implementation was February 28, 2017. A ten-year history will be presented as the years accumulate.



# Del Puerto Water District

VI.A.

February 28, 2021

## Audit Results:

- Received unmodified (best) audit opinion on financial audit and single audit.
- There were no audit adjustments.
- There were no difficulties encountered with management in performing our audit and we had no disputes or disagreements with management during the course of our audit.
- Total assets are \$27,782,250, net assets are \$9,206,556 and increase in net assets was \$2,265,360.
- Current Ratio: 1.64 in 2021; .92 in 2020

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Abstentions: None  
Absent Lucich

B. Board to Consider Recommendation to Replace Zach Maring as the District's ~~Alternate~~ Representative to the SJVDA Board

Anthea reported that Director Maring had recently requested to step down from the SJVDA Board in order to join the SLDMWA Water Resources Committee Board to replace Director Koster, who had previously requested to be replaced as he did not feel he would be able to attend meetings or be fully present. After discussion, the Board approved Director Maring's resignation from the SJVDA Board ~~as Adam Scheuber's alternate member~~ and recommended he take the seat as the new representative to the SLDMWA Water Resources Committee replacing Director Koster, and further recommended SJVDA Alternate Adam Scheuber be appointed now as the ~~new member~~ Representative for the SJVDA Board and, with Director Lara as the alternate, as follows:

Ayes: Bays, Koster, Perez, Maring, Lara, and Jasper  
Nays: None  
Abstentions: None  
Absent Lucich

C. Board to Consider Appointment to Replace Bill Koster as DPWD's Representative to the SLDMWA Water Resources Committee

This item was covered in Item 6.B.

7. MANAGER'S REPORT

Anthea provided the SLMWA Update on Water Policy/Resources Activities and reported that most of the recent focus was on operations and that items such as Biological Opinions, Litigation, Water Quality Control Plan activities, DWR's Delta Conveyance Projects, have been paused for the moment as State and Federal Legislation was currently focusing on infrastructure. She shared that she and Chris White had several visits in the past ten days with Federal and State Representatives trying to position themselves correctly for available funding from the State's Budget Funding Surplus as well as the upcoming federal funding opportunities that will become available in the near future. Anthea also shared that they had hosted an in-person tour with Nancy Vogel, the Deputy Director of California Natural Resources Agency and that about a month prior to that, Congressman Harder held a meeting with the heads of Water Commissions, California Natural Resources Agency, DWR and the Governor's office as he expressed his thinking that the State should become a part of funding the next phase of environmental studies and activities needed in the next 18 months to bring DPCR to a point where it can be determined if there is a project to build. She reported that Congressman Harder's meeting proved to be a positive for the project as outreach and follow-up from it continued and she believed the DPCR would be eligible for funding.

8. WATER OPERATIONS & SUPPLY

A. CVP/SWP Operations

Anthea reported that toward the end of June, a pilot project will be underway where all the export pumping will be combined at Banks Pumping Plant and the Federal share of water will be delivered to the DMC via the intertie. For the last 6 weeks pumping had been restricted cut to the equivalent of one pump (1,600 AF/Day). This has caused stagnant water issues and algae in the canal. The Operational Forecast showed one pump running through low point in August. A rock barrier had been placed on the West False River in the Delta and some water is being released out of New Melones Reservoir to try and meet water quality requirements. The SWRCB approved the TUCP and reduced the standards and requirements but the operators were still struggling to meet their goals. Tom Boardman's June Operations Update was provided for the Board, which reported that reservoirs are at a lower than average level and lowest levels of carryover on record. As of June 10<sup>th</sup>, Folsom levels were at 347,000 AF and all reservoirs (except for New Melones) were at record low levels. The main concern was to get the transfer water moved in an attempt to meet demands in operation for this summer. She also provided the exceedance report which showed a negative CVP share in San Luis Reservoir at low point, but hoped the State's storage levels will cover the negative amount.

B. Monthly Supply/Use/Completed Transactions Summary Report as of 5/31/21

Adam reported in-District use for the month of May at 5,572 AF with 500 AF transfers out for the month, for a total of 6,252 AF of use in May. Anthea added that some of the proposed and/or approved transfers have not started moving yet, therefore not included in the report. They will be added to the June Transactions Summary Report in the July Board of Directors meeting.





August 12, 2021

Rick Gilmore, General Manager  
Byron Bethany Irrigation District  
7995 Bruns Road,  
Byron, CA 94514

Anthea Hansen, General Manager  
Del Puerto Water District  
P.O. Box 1596  
Patterson, CA 95363

Vince Lucchesi, General Manager  
Patterson Irrigation District  
P.O. Box 685  
Patterson, CA 95363

Bobby Pierce, General Manager  
West Stanislaus Irrigation District  
P.O. Box 37  
Westley, CA 95387

RE: LETTER AGREEMENT AS TO TERMS FOR PARTICIPATION IN SUPPLEMENTAL  
CVP SUPPLY RESULTING FROM PURCHASE OF STOCKTON EAST WATER  
DISTRICT WATER TRANSFER

Dear Participating Member Agencies:

On June 10, 2021, the San Luis & Delta-Mendota Water Authority (Authority) Board of Directors approved the execution of a water purchase agreement with Stockton East Water District (SEWD) for up to 20,000 AF of their New Melones water supply. Subsequent to the Board approval, SEWD reduced the quantity of transfer water to up to 7,500 AF. In addition, due to the place of use under the water rights of the New Melones water, the transfer water is only available to those members that reside in San Joaquin and Stanislaus Counties. You have notified the Authority that you wish to purchase your allocated share of this water.

The cost of this water is \$400/AF payable to the Authority. A copy of the allocation for each participating Member Agency and a forecasted schedule is attached as Attachment A. It is anticipated that the transfer will be approved by Reclamation by August 20, 2021, followed by the release of the water from New Melones and

pumping at Jones Pumping Plant subsequent to approval. It is anticipated that the total quantity of water will be pumped in August and into September. There will be a 10% carriage loss charged to this water. Therefore, the 7,500 AF gross will provide 6,750 AF of available water for delivery.

Please execute the acknowledgement below and return one copy of this letter to Frances Mizuno to document your agreement to pay the additional charge of \$400/AF and the associated O&M rate to the Authority.

Very truly yours,

  
Federico Barajas  
Executive Director

The undersigned acknowledges and confirms that the Member Agency named below has agreed to pay to the Authority \$400/acre-foot as billed by the Authority in addition to all other applicable Water Authority water rate components, and that he/she has been authorized by for and on behalf of that Member Agency to execute this Letter Agreement.

Del Puerto Water District Member Agency

By: Arthea C. Hansen

Title: General Manager

Dated: 8/13/2021

# ATTACHMENT A

## STOCKTON EAST WATER DISTRICT WATER TRANSFER ALLOCATION AND SCHEDULE

	Contract Supply in SIC and SC	Allocation %	Acreage Alloc	Deliverable Quantity after 10% CL	Estimated August Availability (AF)	Estimated Sept Availability (AF)	Total (AF)
Del Puerto Water District	112,569	55.68%	4,176	3,758	1,989	1,769	3,758
Patterson Water District	16,500	8.16%	612	551	292	259	551
Byron Bethany Irrigation District	23,100	11.43%	857	771	408	363	771
West Stanislaus Irrigation District	50,000	24.73%	1,855	1,669	884	786	1,669
	202,169	100.00%	7,500	6,750	3,573	3,177	6,750

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## MEMORANDUM

TO: SLDMWA Board of Directors, Alternates

FROM: Frances Mizuno, Special Projects Administrator

DATE: August 5, 2021

RE: Resolution Authorizing Execution of the First Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement and Los Vaqueros Reservoir Joint Exercise of Powers Agreement, and Authorizing Actions Related Thereto

### BACKGROUND

The Los Vaqueros Reservoir Expansion Project (LVE) includes expansion of the Los Vaqueros Reservoir from its current capacity of 160 TAF to 275 TAF, construction of a pipeline between CCWD's Transfer Pump Station and the State Water Project's California Aqueduct at Bethany Reservoir (the "Transfer-Bethany Pipeline"), upgrades to the existing Transfer Pump Station Facilities, and construction of the Neroly High Lift Station.

The potential benefits from the LVE Project include the operational flexibility to Reclamation to move CVP water south of Delta, conveyance and storage of water purchased through water transfers, and storage of rescheduled and/or transfer water for CVP contractors and Level IV Refuge Water for Grasslands Water District.

The Water Authority on December 12, 2011 entered into a Memorandum of Understanding (MOU) regarding CalFed Bay-Delta Program Studies on the expansion of LVE with Contra Costa Water District (CCWD) and other water agencies. Since the Water Authority's participation in the MOU, individual member agencies (Byron-Bethany Irrigation District, Del Puerto Water District, Grassland Water District, San Luis Water District, Santa Clara Valley Water District, and Westlands Water District) also entered into the MOU to seek potential storage/conveyance benefits directly for their respective districts.

On April 1, 2019, Byron Bethany Irrigation District, Del Puerto Water District, Panoche Water District and Westlands Water District entered into the San Luis & Delta-Mendota Water Authority Los Vaqueros Reservoir Expansion Project Activity Agreement to participate in the LVE Cost Share Agreement for LVE Project Planning.

Memo to SLDMWA Board of Directors

August 5, 2021

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An Amendment No 1 of the LVE Cost Share Agreement was executed on June 22, 2019 to extend the termination date to December 30, 2020. Amendment 2 was executed on December 2, 2020 to add additional scope of work and increase the funding cost. Amendment No. 3 is scheduled to be executed in August, 2021 to further increase the scope of work and cost by \$5,956,055 with Activity Agreement Members' share of \$850,865. Amendment 3 shall terminate once the new Los Vaqueros Reservoir Joint Powers Authority (LVR JPA) is operating.

Over the past year, Local Agency Partners (LAPs) have worked on the development of the new LVR JPA to govern the implementation of the Phase 2 Los Vaqueros Reservoir Project, including by drafting the Los Vaqueros Reservoir Joint Exercise of Powers Agreement (JPA Agreement). The LAPs are expected to execute the JPA Agreement by mid-September.<sup>1</sup> Since the current LVE Activity Agreement is for the purpose of participating in the LVE Cost Share Agreement, the Activity Agreement participants wish to amend the LVE Activity Agreement to incorporate participation in the LVR JPA. In addition, under the LVR JPA, the Board will be required to appoint an Authority representative and alternate to serve of the LVE JPA Board of Directors.

#### **ISSUE FOR DECISION**

Whether the Water Authority should adopt the proposed Resolution Authorizing Execution of the First Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement and Los Vaqueros Reservoir Joint Exercise of Powers Agreement, and Authorizing Actions Related Thereto.

#### **RECOMMENDATION**

Staff recommends the Board adopt the proposed Resolution Authorizing Execution of the First Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement and Los Vaqueros Reservoir Joint Exercise of Powers Agreement, and Authorizing Actions Related Thereto, including the appointment of Anthea Hansen as the Water Authority's LVR JPA Director and Jose Gutierrez as the alternate.

#### **ANALYSIS**

Current LVE Activity Agreement Members Byron Bethany Irrigation District, Del Puerto Water District, Panoche Water District, and Westlands Water District have expressed desire to participate in the LVR JPA through the amended and restated LVE Activity Agreement. The City

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<sup>1</sup> The LAPs include expected to join the LVR JPA as members include: (1) Alameda County Flood Control & Water Conservation District, Zone 7; (2) Alameda County Water District; (3) Contra Costa Water District (to include City of Brentwood); (4) East Bay Municipal Utility District; (5) Grassland Water District; (6) Santa Clara Valley Water District; (6) San Francisco Public Utilities Commission (to include Bay Area Water Supply & Conservation Agency); and (7) San Luis & Delta-Mendota Water Authority. The Department of Water Resources will also be an ex officio, non-voting member.

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Memo to SLDMWA Board of Directors

August 5, 2021

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of Tracy has also indicated interest in participating through the Water Authority, but any action to admit the City of Tracy to the Activity Agreement will occur at a later date.

Upon adoption of the resolution, the Executive Director would execute the First Amended and Restated Activity Agreement. Then, following execution by the four above-named Activity Agreement Members, the Water Authority would be authorized to execute the JPA Agreement and notify the LVR JPA of the appointment of Ms. Hansen and Mr. Gutierrez as the Water Authority's representatives.

Execution of the First Amended and Restated Activity Agreement and the JPA Agreement does not legally bind or otherwise commit the Water Authority or the Activity Agreement Members to participate in or otherwise proceed with the LVE Project. The Water Authority and the LVR JPA will comply with the California Environmental Quality Act (CEQA), as applicable, prior to participating or otherwise proceeding with the LVE Project.<sup>2</sup> Further, executing the First Amended and Restated Activity Agreement and joining the LVR JPA are both administrative and organizational actions that will not result in a direct physical change in the environment or a reasonably foreseeable indirect change to the environment, and thus are not projects as defined by CEQA Guidelines section 15378(b)(5).

The Water Authority's participation in the First Amended and Restated Activity Agreement and the LVR JPA will require staff time to manage the project and coordinate with the Activity Agreement participating members. Activity Agreement Members would be responsible for all financial (including Water Authority staff time) obligations and liabilities associated with the Water Authority's engagement with the Project and the LVR JPA (see Article 14 of the First Amended and Restated Activity Agreement). In addition, both the JPA Agreement and the amended and restated Activity Agreement contain provisions that expressly allow for adjustments in the manner in which the Activity Agreement Members participate in the LVR JPA. For example, the documents include provisions that would allow Activity Agreement Members to withdraw from the Activity Agreement and participate in the LVR JPA alongside the Water Authority, and provisions that would allow one or more Activity Agreement Members to take the place of the Water Authority in the LVR JPA in certain circumstances.

It is also important to note that any interests in the LVE Project ultimately held by the Water Authority (e.g. storage and conveyance usage rights) will be held by the Water Authority for the benefit of the participating members.

## **BUDGET**

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<sup>2</sup> It is worth noting that the Project has been the subject of prior review in compliance with CEQA and that CCWD, as lead agency, has completed and certified an environmental impact report concerning the Project.

Memo to SLDMWA Board of Directors

August 5, 2021

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No direct budget impact, due to the proposed structure of the Activity Agreement, whereby the cost for the Water Authority's participation in the LVE JPA, and any additional financial obligations and liabilities associated with execution of the LVE JPA, will be paid for by only the Activity Agreement Members.

#### **EXHIBITS**

1. Resolution No. 2021-XX Authorizing Execution of the First Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement and Los Vaqueros Reservoir Joint Exercise of Powers Agreement, and Authorizing Actions Related Thereto
2. Draft First Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement
3. Draft Los Vaqueros Reservoir Joint Exercise of Powers Agreement
4. Phase 2 Los Vaqueros Reservoir Expansion Project Near Term Milestones Handout

V.I.D.

**RESOLUTION AUTHORIZING EXECUTION OF THE FIRST AMENDED AND  
RESTATED LOS VAQUEROS RESERVOIR EXPANSION PROJECT ACTIVITY  
AGREEMENT**

**WHEREAS**, the Los Vaqueros Reservoir Expansion Project ("LVE Project") includes expansion of the Los Vaqueros Reservoir from its current capacity of 160,000 acre-feet to 275,000 acre-feet, construction of a pipeline between Contra Costa Water District's ("CCWD") Transfer Pump Station and the State Water Project's California Aqueduct at Bethany Reservoir (the "Transfer-Bethany Pipeline"), upgrades to the existing Transfer Pump Station Facilities, and construction of the Neroly High Lift Station; and

**WHEREAS**, the potential benefits from the LVE Project include the operational flexibility to the United States Bureau of Reclamation ("Reclamation") to move Central Valley Project ("CVP") water south of the Delta, conveyance and storage of water purchased through water transfers, and storage of rescheduled and/or transfer water for CVP contractors and Level IV Refuge Water for Grasslands Water District; and

**WHEREAS**, on December 12, 2011, the San Luis & Delta-Mendota Water Authority ("Water Authority") entered into a Memorandum of Understanding regarding CalFed Bay-Delta Program Studies on the expansion of Los Vaqueros Reservoir ("LVE MOU") with CCWD and other water agencies; and

**WHEREAS**, subsequently, individual Water Authority member agencies Byron-Bethany Irrigation District, Del Puerto Water District, Grassland Water District, San Luis Water District, Santa Clara Valley Water District, and Westlands Water District also entered into the LVE MOU to seek potential storage and/or conveyance benefits directly for their respective districts; and

**WHEREAS**, on April 1, 2019, Byron Bethany Irrigation District, Del Puerto Water District, Panoche Water District, and Westlands Water District (together, "Activity Agreement Members") entered into the San Luis & Delta-Mendota Water Authority Los Vaqueros Reservoir Expansion Project Activity Agreement to participate in the LVE Cost Share Agreement for LVE Project Planning; and

**WHEREAS**, over the past year, the Water Authority and other "Local Agency Partners" that were signatories to the LVE MOU and/or the LVE Cost Share Agreement and subsequent amendments have worked on the development of a new Los Vaqueros Reservoir Joint Powers Authority ("LVR JPA") to govern the implementation of the Phase 2 Los Vaqueros Reservoir Project, including by drafting the Los Vaqueros Reservoir Joint Exercise of Powers Agreement ("JPA Agreement"); and

**WHEREAS**, the Activity Agreement Members desire to provide cost-sharing through the Water Authority's execution of LVR JPA Agreement, to participate through the Water Authority in the LVR JPA; to appointment representatives to the LVR JPA Board of Directors; and to share the obligations of the LVE Project through an amended activity agreement; and

**WHEREAS**, the Board of the San Luis & Delta-Mendota Water Authority has considered that certain form of JPA Agreement (**Attachment 1**), a copy of which is on file with the Secretary thereof; and



**WHEREAS**, The Board has further considered that certain form of the First Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement (**Attachment 2**) setting forth the terms by which the certain Members are willing to participate in the benefits and are willing to incur the obligations of the JPA Agreement, through the joint exercise of the powers common to each of the parties, a copy of which is on file with the Secretary thereof; and

**WHEREAS**, the Water Authority's execution of the JPA Agreement will be contingent upon execution of the First Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement by the Water Authority and the four above-named Activity Agreement Members; and

**WHEREAS**, authorizing execution of the First and Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement and the JPA Agreement does not legally bind or otherwise commit the Water Authority or the Activity Agreement members to participate in or otherwise proceed with the LVE Project, and further, executing the First Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement and joining the LVR JPA are both administrative and organization actions that will not result in a direct change in the environment or a reasonably foreseeable indirect change to the environment, and thus do not constitute projects under the California Environmental Quality Act (CEQA Guidelines Section 15378(b)(5)).

**NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS, THAT:**

Section 1. The facts stated in the recitals are true and correct, and the Board so finds and determines.

Section 2. The Board hereby authorizes the General Manager to execute the First Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement in substantially the form presented to the Board, subject to such additions, deletions, and other revisions as the said General Manager shall approve prior to execution.

**PASSED, APPROVED AND ADOPTED** this 18<sup>th</sup> day of August, 2021, by the Board of Directors of the Del Puerto Water District.

\_\_\_\_\_  
Ivan E. Bays, Chairman

Attest:

\*\*\*\*\*

.....  
**I HEREBY CERTIFY** that the foregoing Resolution was duly and regularly adopted by the Board of Directors of the Del Puerto Water District at the meeting thereof held on August 18, 2021.

\_\_\_\_\_  
Anthea G. Hansen, Secretary of the Board of Directors

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**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**  
**FIRST AMENDED AND RESTATED LOS VAQUEROS RESERVOIR EXPANSION**  
**PROJECT ACTIVITY AGREEMENT**

This **FIRST AMENDED AND RESTATED LOS VAQUEROS RESERVOIR EXPANSION PROJECT ACTIVITY AGREEMENT** (“**Activity Agreement**”) is made effective as of the date it is executed by and among the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“**Authority**”), and Byron-Bethany Irrigation District, Del Puerto Water District, Panoche Water District, and Westlands Water District (collectively the “**Members**”). Capitalized terms used in this Activity Agreement shall have the meanings set forth in Section 2 below.

**1. RECITALS**

A. The Members, together with certain other local agencies, have entered into an amended and restated Joint Exercise of Powers Agreement-San Luis & Delta-Mendota Water Authority dated as of January 1, 1992 (the “**JPA**” or “**JPA Agreement**”), by and among the parties indicated therein, establishing the Authority for the purpose of exercising the common powers of the Members, including those powers described in this Activity Agreement.

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

C. The Members have each entered into contracts with the United States for water from the Central Valley Project (“**CVP**”) and receive water conveyed through the Delta-Mendota Canal and/or the San Luis Canal.

D. For several years to come, because of hydrologic conditions and/or regulatory constraints, the operation of the CVP by the United States Bureau of Reclamation ("**Reclamation**") will likely result in shortages of supply, which would result in less water being made available to the members of the Authority than required to meet the demands of their customers.

E. On December 12, 2011, the Authority entered into a Memorandum of Understanding regarding CalFed Bay-Delta Program Studies on the expansion of Los Vaqueros Reservoir ("**LVE MOU**") with Contra Costa Water District ("**CCWD**") and other water agencies.

F. Subsequently, Water Authority member agencies Byron-Bethany Irrigation District, Del Puerto Water District, Grassland Water District, San Luis Water District, Santa Clara Valley Water District, and Westlands Water District also entered into the MOU and individual cost share agreements to seek potential storage and/or conveyance benefits directly for their respective districts.

G. The Authority and certain Water Authority member agencies, together with Reclamation and other public agencies have considered the feasibility of a Phase 2 Los Vaqueros Reservoir Expansion Project ("**LVE Project**" or "**Project**") to, among other things, develop regional water supplies for environmental water management, to improve regional water supply reliability, and to improve regional water quality, while maintaining benefits from the existing Los Vaqueros Reservoir.

H. In early 2019, the Project included, but was not limited to, planning for the construction of an expanded reservoir with a capacity of 275,000 acre-feet, construction of a pipeline between CCWD's Transfer Pump Station and the California Department of Water Resources' California Aqueduct at Bethany Reservoir (the "**Transfer-Bethany Pipeline**"), upgrades to the existing Transfer Pump Station facilities, and construction of the Neroly High Lift Pump Station.

I. The LVE MOU participants were in receipt of a proposed CCWD Cost Share Agreement for Los Vaqueros Reservoir Expansion Project Planning ("**LVE Cost Share Agreement**"). The LVE Cost Share Agreement was for the purpose of providing cost-sharing to complete planning and preconstruction activities related to the LVE Project.

J. The Members previously entered into the LVE MOU and individual cost share agreements desired to provide cost-sharing through the Water Authority and its execution of the LVE Cost Share Agreement.

K. In March and April of 2019, the Members executed the Los Vaqueros Expansion Project Activity Agreement to enable them to participate in the benefits and incur the obligations of the LVE Cost Share Agreement (individually, “**Activity Agreement Member**” or collectively, “**Activity Agreement Members**”).

L. By the Water Authority executing the LVE Cost Share Agreement, the Water Authority became a “Local Agency Partner”, to participate in coordination with and on behalf of the Participating Member Agencies.

M. The various “Local Agency Partners” in the LVE Project are now in the process of finalizing a “Los Vaqueros Reservoir Joint Exercise of Powers Agreement” (“**LVR JPA Agreement**”) to create a “Los Vaqueros Reservoir Joint Powers Authority” (“**LVR JPA**”).

N. The Activity Agreement Members desire to provide cost-sharing through the Water Authority’s execution of the LVR JPA Agreement, and the joint exercise of their common powers under this Activity Agreement.

O. The Water Authority and each of the Activity Agreement Members have shared, and continue to share, a common interest in sharing information and resources reasonably necessary to accomplish the purpose in this Activity Agreement.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the true and correct facts recited above, and of the covenants, terms, and conditions set forth herein, the Activity Agreement Members and the Authority agree as follows:

## **2. DEFINITIONS**

2.1. “**Activity Agreement**” or “**Agreement**” shall mean this First Amended and Restated Los Vaqueros Reservoir Expansion Project Activity Agreement.

2.2. “**Activity Agreement Expenses**” shall mean all expenses directly incurred by the Authority pursuant to this Activity Agreement and any agreements executed in conjunction with

this Activity Agreement, together with a share of Authority Operating Costs allocable to Activity Agreement Members.

2.3. **"Activity Agreement Member"** shall mean the Members and any other member of the Authority that signs this Activity Agreement pursuant to Section 17 below. The Activity Agreement Members are listed on Exhibit "A" attached hereto, and such list may be updated without amendment to this Activity Agreement.

2.4. **"Administration Agreements"** shall mean those certain agreements between the Authority and Activity Agreement Members for the undertaking of activities and sharing of costs and benefits pursuant to Sections 22 and 23 of the JPA.

2.5. **"Authority"** shall mean the San Luis & Delta-Mendota Water Authority.

2.6. **"Authority Operating Costs"** shall mean the Authority's rent and other occupancy charges, acquisition costs of office furniture and equipment, including telephone, telecopy, photocopy, cost of cars and other vehicles, insurance premiums, salaries and wages of employees including payments in connection with retirement programs and other benefit programs, fees of creditors, lawyers, engineers and other consultants, travel, telephone, telecopy, and photocopy expenses, and any other general administrative expenses.

2.7. **"Board of Directors"** shall mean the Board of Directors of the San Luis & Delta-Mendota Water Authority.

2.8. **"Capacity Usage Rights"** means the LVR JPA members' rights to Project water transmission and storage capacity, which will be assigned to the Authority and held by the Authority on behalf of Activity Agreement Members under the terms of one or more Service Agreements. The Authority's share of Capacity Usage Rights, held on behalf of one or more Activity Agreement Members, shall be the basis for the Activity Agreement Members' share of the Costs of Service.

2.9. **"Costs of Service"** means the costs of services included in the payments, or other non-monetary benefits, the LVR JPA will receive from LVR JPA members pursuant to the Service Agreements or any Related Activity Agreement based on Capacity Usage Rights. The Costs of Service, which shall be as fully described and specified in the respective Service Agreements or any Related Activity Agreement, include, but are not limited to, all Project capital costs and operating expenses, such as Project development costs; debt service, to the extent applicable under any agreed upon financing vehicle, including interest, on any Bonds; amounts payable to CCWD

and EBMUD under the Facilities Usage Agreements; operations and maintenance costs of the Project or of any Related Activity; LVR JPA administrative expenses; capital reserve payments; and payments to a renewal and replacement fund the LVR JPA will establish.

2.10. **"Fiscal Year"** shall mean the Authority's March 1 – February 28/29 fiscal year.

2.11. **"JPA" or "JPA Agreement"** shall mean that certain Amended and Restated Joint Exercise of Powers Agreement effective January 1, 1992, establishing the Authority, as it may be amended or restated over time.

2.12. **"Participation Percentage"** shall mean each Activity Agreement Member's allocated share of Activity Agreement Expenses determined as described in Section 9 of this Agreement and set forth on Exhibit "B" as updated from time to time.

2.13. **"LVE Cost Share Agreement"** shall mean the Contra Costa Water District Cost Share Agreement for Los Vaqueros Reservoir Expansion Project Planning and Amendments entered into by the Authority on behalf of the Activity Agreement Members.

2.14. **"Los Vaqueros Reservoir Joint Powers Authority" or "LVR JPA"** shall mean the Los Vaqueros Reservoir Joint Powers Authority that is anticipated to be created through execution of the Los Vaqueros Reservoir Joint Exercise of Powers Agreement.

2.15. **"Los Vaqueros Reservoir Joint Exercise of Powers Agreement" or "LVR JPA Agreement"** shall mean the Los Vaqueros Reservoir Joint Exercise of Powers Agreement that is anticipated to be entered into by the Authority on behalf of the Activity Agreement Members.

2.16. **"LVE Project" or "Project"** shall mean the second phase of the efforts to expand existing conveyance facilities, and construct new conveyance facilities, at the Los Vaqueros Reservoir owned and operated by CCWD. The Project will expand Los Vaqueros Reservoir to a capacity up to 275,000 acre-feet and will interconnect CCWD's intake system to new and existing conveyance facilities.

2.17. **"Service Agreement(s)"** shall mean the agreement(s) pursuant to which the LVR JPA will provide services and/or Capacity Usage Rights to the Authority on behalf of Activity Agreement Members and the Authority on behalf of Activity Agreement Members will be obligated to make payments, or provide other non-monetary benefits to the LVR JPA with respect to the costs thereof, as consideration for those services and/or Capacity Usage Rights, all in accordance with the terms and conditions of any such Service Agreement(s), which are anticipated to be entered into

by the Authority on behalf of the Activity Agreement Members. The Service Agreements shall allocate the Costs of Service among the LVR JPA Members in proportion to their anticipated use of Project facilities and other benefits the LVR JPA Members derive from the Project in accordance with their shares of Capacity Usage Rights as expressed by the “beneficiary pays” principle.

2.18. **“Special Project Agreement”** shall mean an agreement entered into between the Authority and certain Activity Agreement Members that desire to collectively carry out a special project or execute a Service Agreement that is either not carried out or executed by all of the Activity Agreement Members or that provides different benefits to the affected Activity Agreement Members. A Special Project Agreement shall be required for each and every Service Agreement executed by the Authority on behalf of an Activity Agreement Member or Activity Agreement Members.

2.19. **“Special Project Expenses”** shall mean costs and expenses allocable to Activity Agreement Members incurred pursuant to a Special Project Agreement, including in some instances Costs of Service, and shall also include Authority Operating Costs allocated to the Special Project Agreement.

2.20. **“Special Project Participants”** shall mean those Activity Agreement Members who execute a Special Project Agreement.

2.21. All other capitalized terms used herein shall have the meanings ascribed to them in the LVR JPA Agreement.

### **3. PURPOSE OF AGREEMENT**

3.1. The purpose of this Activity Agreement is to allow, through the joint exercise of some or all of the common powers of the Activity Agreement Members described in the Recitals above, as appropriate, the Activity Agreement Members to participate through the Authority in the LVR JPA Agreement to allow the Authority obtain for each of the Activity Agreement Members the benefits, and to share the obligations of the LVR Project.

3.2. The parties acknowledge and agree that the Authority’s role in this Activity Agreement is to: 1) provide the umbrella joint powers agreement pursuant to which the Activity Agreement Members may exercise their common powers and the Authority may provide coordinated services at the expense of the Activity Agreement Members; 2) negotiate, implement, and administer the LVR JPA Agreement and Special Project Agreements on behalf of and in

coordination with the Activity Agreement Members; 3) provide the mechanism and authority for the Authority to execute the LVR JPA Agreement and Service Agreements on behalf of the Activity Agreement Members; 4) provide the mechanism for the Activity Agreement Members to select the Authority's representatives on the LVR JPA Board of Directors and how that representative will act on behalf of the Activity Agreement Members; 5) provide administrative services for implementation of the LVR JPA Agreement and Special Project Agreements, including, but not limited to, providing notices, providing billing and accounting services to the Activity Agreement Members during the term hereof; and 6) undertake such additional activities and responsibilities as may be requested and funded by the Activity Agreement Members.

#### **4. ORGANIZATION**

The business of this Activity Agreement shall be initially conducted by the Authority at large and therefore be governed by the Board of Directors of the Authority. However, it is recognized that at some time in the future the Activity Agreement Members may wish to form a separate body specifically for the purpose of directing the business of the Activity Agreement. Within eighteen (18) months of the effective date of this Agreement, the Activity Agreement Members will evaluate whether to facilitate the formation of an Activity Agreement steering committee. If the Activity Agreement Members unanimously agree, upon that agreement, the Board of Directors of the Authority will establish the organizational structure proposed by the Activity Agreement Members, which will be described in an amendment to this Activity Agreement, and which shall then serve as the governing body for this Activity Agreement.

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

5.1. Role of the Authority. The role of the Authority under this Activity Agreement will be to provide, through Authority staff or contracts with consultants, coordinated services to assist the Activity Agreement Members in conducting the activities contemplated by this Agreement and any related Service Agreements and/or Special Project Agreements. The Authority will provide only those services supported with funding from the Activity Agreement Members, grant funding, or other means that will not impose costs on members of the Authority that are not Activity Agreement Members, in accordance with budgets recommended by staff, and approved by the

Activity Agreement Members and the Board of Directors, as more specifically provided under the terms of this Agreement.

5.2. Powers Reserved to Board of Directors and Limitations Thereon.

a) The Board of Directors shall have ultimate approval authority over all Activity Agreement annual budgets based upon the recommendation of staff and approval of the Activity Agreement Members; provided, the Board of Directors may only alter an Activity Agreement annual budget in a manner consistent with the Activity Agreement Members recommendation.

b) The Board of Directors shall have the right, upon recommendation of or in consultation with staff and Activity Agreement Members, to approve all amendments to this Activity Agreement.

c) The Board of Directors shall have the right, upon the recommendation of one or more affected Activity Agreement Members in the form of formal Board action, to authorize execution of all Service Agreements and Special Project Agreements, and other agreements relating to the LVE Project.

d) The Board of Directors shall have the right, upon the recommendation of or in consultation with the Activity Agreement Members, to act on any claims and to make decisions concerning the prosecution of, defense of, or other participation in actions or proceedings at law brought against the Authority arising from this Activity Agreement; provided if that action is taken at the request of the Activity Agreement Members then the costs for such action shall be borne by the Activity Agreement Members.

e) The Board of Directors delegates to staff the authority to conduct the activities described in this Activity Agreement pursuant to the terms of this Activity Agreement, without the required approval of the Board of Directors except as specifically provided in this Section 5.2. Also, except as set forth in this Section 5.2, this delegation shall specifically include, but not be limited to, the authority to enter into contracts within approved Activity Agreement budgets.

5.3. Execution of the LVR JPA Agreement. The Board of Directors shall have the right to authorize the Authority to execute the LVR JPA Agreement (1) upon execution of this Activity

Agreement by the Activity Agreement Members, and (2) upon a recommendation of the Activity Agreement Members to proceed with executing the LVR JPA Agreement in its final form.

**6. BUDGETARY RESPONSIBILITIES OF ACTIVITY AGREEMENT MEMBERS**

To the extent that the Authority prepares budgets for this Activity Agreement, the Authority shall coordinate with Activity Agreement Members in the development of any such budgets for the activities authorized by this Activity Agreement, annually or more frequently as needed, for presentation to the Board of Directors of the Authority in accordance with Section 22 of the JPA Agreement. The Authority staff will not present to the Authority Board a budget for this Activity Agreement unless and until supported by each of the Activity Agreement Members. Budgeted amounts for this Activity Agreement will be collected through the invoicing process described in Section 9 of this Activity Agreement, and, provided each of the Activity Agreement Members is in agreement, formal amendment of such budgets through Board of Directors of the Authority approval is not required for adjustments of expenditure for activities authorized by this Activity Agreement.

**7. ACCOUNTABILITY, REPORTS, AND AUDITS**

7.1. Full books and accounts for this Activity Agreement shall be maintained by the Authority in accordance with practices established by, or consistent with, those utilized by the Controller of the State of California for public entities. The books and records shall be open to inspection by the Activity Agreement Members at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

7.2. There shall be strict accountability of all funds deposited on behalf of the Activity Agreement with the Authority. The Treasurer of the Authority, directly or acting through its Accounting Department, shall provide regular reports of Activity Agreement accounts. Funds of the Activity Agreement shall be subject to audit by the official auditor of the Authority. An Activity Agreement Member may request an independent audit of the Activity Agreement funds; such audit shall be conducted at the expense of the requesting Activity Agreement Member.

**8. ACTIVITY AGREEMENT EXPENSES AND ALLOCATION OF OPERATING COSTS**

8.1. The Authority and the Activity Agreement Members agree that all Activity Agreement Expenses incurred by the Authority under this Activity Agreement are the costs of the

Activity Agreement Members, and not of the Authority, and shall be paid by the Activity Agreement Members.

8.2. The Activity Agreement Members further agree that the Board of Directors is authorized to allocate a share of Authority Operating Costs, which includes a portion of costs addressed by the Administration Agreements, as part of the Activity Agreement Expenses to cover the cost to the Authority of administering this Activity Agreement.

**9. PARTICIPATION PERCENTAGES, INVOICING, PAYMENTS**

9.1. Initial Participation Percentages. Each Activity Agreement Member agrees to reimburse the Authority for an equal share of the actual costs due by the Authority under the LVR JPA Agreement, plus an equal share of any Activity Agreement Expenses. For example, if there are five (5) Activity Agreement Members, each Activity Agreement Member would agree to reimburse the Authority one-fifth (1/5th) of those costs.

9.2. Changing Participation Percentages Due to Withdrawal. The Participation Percentages shall be revised in response to the withdrawal of one or more Activity Agreement Members pursuant to Section 16 of this Activity Agreement or a change in the participation status of one or more Activity Agreement Member as follows:

9.3. Upon withdrawal of one or more of the Activity Agreement Members from participation in this Activity Agreement and in the LVE Project, each of the remaining Activity Agreement Members will be allocated an equal share of all Activity Agreement Expenses and all remaining rights in the LVE Project held by the Authority for Activity Agreement Members.

9.4. Upon withdrawal of one or more of the Activity Agreement Members from participation in this Activity Agreement, but where the withdrawing Activity Agreement Member(s) will continue participation in the LVE Project (a "Change," as that term is defined in the LVR JPA Agreement), (i) the Authority and Activity Agreement Members that will remain Activity Agreement Members after the withdrawal is complete will work in good faith and take all actions necessary to provide, after the withdrawal is complete, the withdrawing Activity Agreement Member(s) the rights and obligations to the LVE Project which it(they) had prior to withdrawing from the Activity Agreement, and (ii) after the withdrawal is complete, each of the remaining Activity Agreement Member(s) will be allocated an equal share of all Activity Agreement Expenses and all remaining rights in the LVE Project held by the Authority for Activity Agreement Members.

9.5. Changing Participation Percentages Due to Addition. The Participation Percentages shall be revised in response to the addition of one or more members of the Authority pursuant to Section 17 of this Activity Agreement.

9.6. Ongoing Documentation of Participation Percentages. The Participation Percentages of each Activity Agreement Member shall be dated and attached as Exhibit "B" to this Agreement, effective upon the date approved by all Parties, without any further amendment of this Agreement being required. Any further amendments to Exhibit "B" may be made using the procedure included in this Section 9.2 without any further separate amendment of this Agreement being required.

9.7. Invoicing and Payment.

a) The Authority shall invoice each of the Activity Agreement Members for all Activity Agreement Expenses in their respective Participation Percentages on the same schedule as it utilizes for collecting membership dues to implement the Authority budget for each March 1 through February 28/29 fiscal year, generally twice yearly in mid-March and August of such year. Payments are due thirty (30) days following the receipt of the Authority's invoice.

b) The Authority shall promptly invoice each of the Activity Agreement Members for any Special Project Expenses and/or Costs of Service, with payments due thirty (30) days following the receipt of the Authority's invoice.

**10. SOURCE OF PAYMENTS**

Each Activity Agreement Member agrees that it will timely take actions necessary to provide sufficient money to meet its obligations hereunder. Each Activity Agreement Member hereby confirms that the Authority and other Activity Agreement Members are third party beneficiaries of such Activity Agreement Member's obligations under this Agreement and may take such actions in law or in equity as may be desirable to enforce payments hereunder.

**11. SERVICE AGREEMENTS, OTHER AGREEMENTS, AND PAYMENTS FOR COSTS OF SERVICE**

11.1. The Authority may enter into a Service Agreement, Service Agreements, and other agreements, including but not limited to Interim Funding Agreements, with the LVR JPA, pursuant to which the LVR JPA will provide services or Capacity Usage Rights, or conduct Project development activities, on behalf of some or all Activity Agreement Members. Any Capacity

Usage Rights assigned to the Authority will be exercised by the Activity Agreement Members; the Authority shall not independently have any right to Project water transmission or storage capacity.

11.2. No Service Agreement will be executed unless and until formal action is taken by the one or more affected Activity Agreement Members to both (1) recommend the Authority's execution of the Service Agreement on the Member's or Members' behalf and (2) to authorize the payment of Costs of Service via execution of a Special Project Agreement.

11.3. The Authority will be obligated to make payments, or provide other non-monetary benefits to the LVR JPA with respect to the costs thereof, as consideration for those services, Capacity Usage Rights, or activities, all in accordance with the terms and conditions of any such Service Agreement(s) or other agreements.

11.4. Each Activity Agreement Member shall be bound to accept and pay for the actual costs of such Member's allocated share of the Costs of Service or other costs under any Service Agreement or other agreement executed by the Authority on the Activity Agreement Member's behalf. Payments will be made consistent with Section 9.4 above, and in accordance with any Special Project Agreement executed pertaining to the Service Agreement, consistent with Section 12 below.

## **12. SPECIAL PROJECTS**

12.1. Fewer than all of the Activity Agreement Members may enter into a Special Project Agreement to achieve any of the purposes or activities authorized by this Activity Agreement, and to share in the expenses and costs of such activity. Special Project Agreements must be in writing and may be documented by completion and execution of a form agreement developed for such purpose.

12.2. The Authority and one or more Activity Agreement Members must execute a Special Project Agreement before the Authority and the LVR JPA may execute a Service Agreement. As described above in Section 11.2, (i) formal action by each Activity Agreement Member(s) is required before the Authority would be authorized to execute a Special Project Agreement for the benefit of each of those Activity Agreement Member(s), and to recommend the Authority's execution of a Service Agreement, as well as the Authority's execution of the Special Project Agreement pursuant to Section 5.2(c).

12.3. Activity Agreement Members that sign Special Project Agreements agree that all Special Project Expenses, including Costs of Service, incurred by the Authority under this Activity Agreement for each such Special Project are the costs of the Special Project Participants, respectively, and not of the Authority or of the Activity Agreement Members not participating in the Special Project. The Special Project Agreements shall specify the allocation of Special Project Expenses to the Special Projects Agreement participants, and the Special Project Expenses shall be made by the respective Special Project Participants.

12.4. Special Project Participants shall hold the Authority and each Activity Agreement Member that is not a member of the Special Project Agreement free and harmless from and indemnify each of them against any and all costs, losses, damages, claims, and liabilities arising from the Special Project Agreement. The indemnification obligation of Special Project Participants arising from the Special Project Agreement shall be the same as specified in Section 14 for Activity Agreement Members in general, except that it shall be limited to those costs, losses, damages, claims, and liabilities arising from the Special Project Agreement.

### **13. REPRESENTATION ON THE LVR JPA BOARD OF DIRECTORS**

#### **13.1. Representation on the LVR JPA Board of Directors.**

a) Within thirty (30) days of the Effective Date of the LVR JPA Agreement, provided the Authority is a party thereto, the Authority will be entitled to designate and appoint, by a formal action of the Authority's Board of Directors, one (1) individual to act as its representative (Director) on the LVR JPA Board of Directors, and one (1) other individual to act as an alternate to that Director so appointed. However, this action to designate and appoint may precede the Effective Date of the LVR JPA Agreement, as it may occur concurrently with formal action by the Authority's Board of Directors to authorize execution of the LVR JPA Agreement.

b) The designation and appointment of a Director and alternate will be acted upon by the Authority Board of Directors following unanimous recommendation by the Activity Agreement Members.

c) Although the LVR JPA Agreement is not expected to impose a term of office for Directors or alternates on the LVR JPA Board of Directors, the Activity Agreement Members intend to rotate the Authority's representatives on the LVR JPA Board of Directors no less frequently than every two (2) years, with the alternate presumed to fill the seat of the vacating

Director. Each Director and alternate shall hold office until a successor is selected by the Authority Board of Directors.

13.2. Engagement by the Authority's Representative(s) on the LVR JPA Board of Directors. The vote of the Authority's Director or alternate regarding particular action items before the LVR JPA Board of Directors will occur following discussion with the Activity Agreement Members and obtaining informal concurrence among the Activity Agreement Members regarding the same. Participation by the Authority's Director or alternate on the LVR JPA Board of Directors more generally will also occur following discussion with and input from the Activity Agreement Members whenever possible.

14. **INDEMNIFICATION OF AUTHORITY MEMBERS WHO DO NOT PARTICIPATE IN THIS ACTIVITY AGREEMENT**

The Activity Agreement Members shall hold the Authority and each of its members who are not Activity Agreement Members, free and harmless from and indemnify each of them against any and all costs, losses, damages, claims, and liabilities arising from this Activity Agreement. This indemnification obligation includes the obligation of the Activity Agreement Members to defend the Authority, and all members of the Authority that are not participants in this Activity Agreement, at the sole expense of the Activity Agreement Members, in any action or proceeding brought against the Authority or any of its members not participating in this Activity Agreement to recover any such costs, losses, damages, claims, or liabilities arising from this Activity Agreement.

15. **TERM**

This Activity Agreement shall take effect on the date it is executed by the Authority and the four named Activity Agreement Members and shall remain in full force and effect until: (1) this Activity Agreement is restated, rescinded, or terminated by the Authority and the Activity Agreement Members, (2) the LVR JPA Agreement is rescinded, terminated, or expires, or (3) the Authority withdraws from or is no longer a party to the LVR JPA Agreement.

16. **WITHDRAWAL FROM FURTHER PARTICIPATION**

16.1. An Activity Agreement Member may withdraw from this Activity Agreement at any time by providing written notice to the Authority and the other Activity Agreement Members. The withdrawal shall be effective thirty (30) days after sending the written notice.

16.2. Payment of Obligations. Withdrawal is conditioned upon the withdrawing Activity Agreement Member ensuring to the satisfaction of the other Activity Agreement Members that there are no adverse impacts to those members for the withdrawal. This may occur via the withdrawing Activity Agreement Member's payment or agreement to pay its share of all debts, liabilities, and obligations of the Water Authority pursuant to this Activity Agreement and incurred prior to the effective date of such withdrawal, including both debt service and principal under any debts, liabilities, and obligations incurred under this Agreement, the LVR JPA Agreement, or any relevant Service Agreement or Special Project Agreement. A withdrawing party shall, within thirty (30) days of the withdrawal date, pay all such Activity Agreement Member's financial obligations incurred prior to such withdrawal date pursuant to the terms of this Activity Agreement or enter into an agreement acceptable to the Authority for continuing payment of such obligations until fully paid.

16.3. Rights Following Withdrawal. As of the withdrawal date, all rights of participation in this Activity Agreement shall cease for the withdrawing Activity Agreement Member.

16.4. Obligations Following Withdrawal. Withdrawal shall not excuse the withdrawing Activity Agreement Member's performance of obligations imposed upon that party by any judgment which has been entered by a court of competent jurisdiction or regulation to which the Authority or the Activity Agreement Members are subject and that arise from or are related to activities of the Activity Agreement conducted during the period when the withdrawing Activity Agreement Member participated in this Activity Agreement. Furthermore, the indemnification obligations set forth in Section 14 of this Activity Agreement shall survive a party's withdrawal from this Activity Agreement for activities under this Activity Agreement conducted during the period when the withdrawing Activity Agreement Member participated in this Agreement.

16.5. Effect of Withdrawal on an Activity Agreement Member's Capacity Usage Rights. Withdrawal of an Activity Agreement Member from this Activity Agreement does not foreclose said Activity Agreement Member from seeking to maintain its share of Capacity Usage Rights and to either become an independent voting member of the LVR JPA or become a member of the LVR JPA that shares in the Authority's rights and obligations, assuming compliance with Sections 9, 16.2, and 16.4 above and Article 8 of the LVR JPA Agreement.

16.6. Withdrawal from the LVR JPA. At the Activity Agreement Members' unanimous direction, the Authority will take action to withdraw from the LVR JPA in accordance with the terms in the LVR JPA Agreement.

16.7. If all but one of the Activity Agreement Members provide notice of withdrawal from this Agreement, the Authority shall: (1) notify the LVR JPA of the Authority and the remaining Activity Agreement Member's intent for the remaining Activity Agreement Member to substitute for the Authority as a Member of the LVR JPA, and (2) cooperate with the remaining Activity Agreement Member to ensure that the Activity Agreement Member is assigned: (a) the Authority's rights and obligations under the LVR JPA Agreement and any related agreements, including Service Agreements, and (b) the Authority's Capacity Usage Rights.

16.8. If the Authority withdraws from the LVR JPA Agreement and, the LVR JPA returns to the Authority money paid, the Authority shall use its best efforts to ensure that money is refunded proportionately to the Activity Agreement Members that initially contributed it.

#### **17. ADMISSION OF NEW MEMBERS**

Other members of the Authority may become Activity Agreement Members upon (1) the prior written agreement of all of the parties to this Agreement, which will include terms, if necessary, to ensure the Activity Agreement Members do not bear undue financial obligations, e.g., payment of an equal share of the costs previously paid by Activity Agreement Members, including pursuant to the Activity Agreement executed in April 2019, and (2) each member of the Authority seeking to join agreeing in writing to the terms and conditions of this Activity Agreement; provided, however, upon admission of a new Activity Agreement Member, the parties shall agree to the (1) participation percentage of such new Activity Agreement Member, (2) the revised participation percentages of all other Activity Agreement Members, and (3) any necessary modifications to existing Service Agreements and/or Special Project Agreements as may be required.

#### **18. MISCELLANEOUS**

18.1. California Environmental Quality Act. The physical, operational, and financial details of the LVE Project have been analyzed by CCWD as lead agency pursuant to the California Environmental Quality Act ("CEQA") in the Supplement to the Final Environmental Impact Statement/Final Environmental Impact Report ("EIR") [SCH No. 2006012037]. CCWD certified the Final Supplement to the EIR and approved the LVE Project on May 13, 2020. CCWD also

adopted CEQA Findings of Fact, Mitigation Measures, a Mitigation Monitoring and Reporting Program, and a Statement of Overriding Considerations, and filed a Notice of Determination. The Authority and/or Activity Agreement Members or other public agencies may be responsible agencies under CEQA for actions related to the LVE Project; however, the actions contemplated by this Activity Agreement have no potential for physical effects on the environment. Each potential improvement, project and/or activity subject to this Activity Agreement and potential Service Agreements or other agreements, including but not limited to Interim Funding Agreements, has been or will be fully evaluated in compliance with CEQA, as applicable. This Activity Agreement does not, and is not intended to, bind any party to a definite course of action or limit in any manner the discretion of the Authority and/or Activity Agreement Members, or any other public agency, as applicable, in connection with consideration of Service Agreements or other agreements for the projects described in this Activity Agreement, including without limitation, all required environmental review, all required public notice and proceedings, consideration of comments received, and the Authority's and/or Activity Agreement Members' or other public agencies' evaluation of mitigation measures and alternatives, including the "no project" alternative.

18.2. Amendments. This Activity Agreement may be amended in writing by the parties hereto.

18.3. Assignment; Binding on Successors. Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Agreement Members may not be assigned or delegated without the written consent of the Authority and without providing a right of refusal to other Activity Agreement Members. Any attempt to assign or delegate such rights or duties in contravention of this Activity Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities, and other obligations of the Authority then in effect. This Activity Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Activity Agreement Members.

18.4. Counterparts. This Activity Agreement may be executed by the Authority and the Activity Agreement Members in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

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

18.6. Severability. If one or more clauses, sentences, paragraphs or provisions of this Activity Agreement shall be held to be unlawful, invalid or unenforceable, it is hereby agreed by the Activity Agreement Members and the Authority that the remainder of the Activity Agreement shall not be affected thereby.

18.7. Headings. The titles of sections of this Activity Agreement are for convenience only and no presumption or implication of the intent of the parties as to the construction of this Activity Agreement shall be drawn therefrom.

18.8. Reasonable Cooperation. The Authority and Activity Agreement Members will reasonably cooperate with each other and the Authority to perform the obligations under this Activity Agreement, assist each other when necessary in carrying out their obligations under the LVR JPA Agreement, and in carrying out the purpose and intent of this Activity Agreement.

IN WITNESS WHEREOF, the Members and the Authority have executed this Activity Agreement as of the date appearing next to their respective signature lines:

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ACTIVITY AGREEMENT MEMBERS**

Agency Name: \_\_\_\_\_

Agency Name: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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Agency Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Agency Name: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A**  
**LVE PROJECT ACTIVITY AGREEMENT MEMBERS**

Byron-Bethany Irrigation District

Del Puerto Water District

Panoche Water District

Westlands Water District

**EXHIBIT B**

**ALLOCATION OF ACTIVITY AGREEMENT EXPENSES AMONG ACTIVITY  
AGREEMENT MEMBERS\***

<b>Activity Agreement Members</b>	<b>Allocation (%)</b>
Byron-Bethany Irrigation District	Equal Share (1/4th or 25%)
Del Puerto Water District	Equal Share (1/4th or 25%)
Panoche Water District	Equal Share (1/4th or 25%)
Westlands Water District	Equal Share (1/4th or 25%)

\* Special Project Expenses and/or Costs of Service to be allocated in accordance with provisions in the Special Project Agreements and/or Service Agreements

Blank

**Subject:**  
**Attachments:**

FW: LVE Cost to City of Tracy to Join the SLDMWA's LVE Activity Agreement  
Draft CCWD\_Budget\_Multiparty Funding Agreement - Amendment No.3 v.02.xlsx; Draft Exhibit A3 - Scope of Work Multiparty Amendment v.02.docx; Exhibit B3 - Budget Cost Share for Multiparty Amendment .docx; Memo\_FY21 Budget Amendment\_LVE CostShareAgreement\_Amendment3\_08.05.2021.docx; 2021-07-07 Draft First Amended Restated LVE Activity Agreement-clean.docx; Copy of Fund 68 expenses\_City of Tracy\_Share\_07.27.2021.xlsx

V1 D.

LVE AA Participants,

As you know, the City of Tracy is seeking to participate in the Authority's LVE AA. Please see below the email transmittal that I just sent to Lea Emmons.

Frances

**From:** Frances Mizuno  
**Sent:** Tuesday, July 27, 2021 12:22 PM  
**To:** Lea Emmons <lea.emmons@cityoftracy.org>  
**Cc:** Becca Akroyd (rebecca.akroyd@sldmwa.org) <rebecca.akroyd@sldmwa.org>; Pablo Arroyave <pablo.arroyave@sldmwa.org>  
**Subject:** LVE Cost to City of Tracy to Join the SLDMWA's LVE Activity Agreement

Lea,

Please find attached the summary of LVE Activity Agreement (AA) cost to-date. The City of Tracy's 1/5 share of the cost should the City chooses to participate in the AA is \$173,770.40. The cost associated with Amendment 3 of the LVE Multi-party funding agreement for each Agency Participate is \$897,120. The City of Tracy's share would be 1/5 which equals \$179,424 with 50% of the payment due in January 2022 and the second 50% due in July 2022. The payment of the \$173,770.40 for the City's share of the cost incurred would be due when the City executes the AA.

I have attached for your reference in addition to the summary of cost incurred, the draft Amendment 3 of the Multiparty funding agreement and the latest version of the First Amended Restated LVE Activity Agreement. This AA is the document you will need the City Council to authorize approval to execute.

I sent you by separate email some dates for a call to discuss process and timing for the City's participation in the AA. Please let me which dates work for you and the other City staff. Don't hesitate to call with any questions

Frances

**Table 4. Cost per Agency and Invoice Schedule**

		Invoice #1	Invoice #2
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	Total Cost Per Agency	January 2022	July 2022
7 Agencies Participate	\$897,120	\$448,560	\$448,560

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**San Luis & Delta-Mendota Water Authority  
Los Vaqueros Reservoir Expansion (68)  
From Mar 2020 to JUN 2021  
Expense 5000 - 9999**

Account #	Type	Date	Document Number	Name	Net	Prog	Reg	Dept	Job
5101	Journal	4/30/2020	JEWA09	Frances Mizuno	892.53	68	L 56	C 00	C 00 GENERAL
5101	Journal	5/31/2020	JEWA10	Frances Mizuno	1,867.79	68	L 56	C 00	C 00 GENERAL
5101	Journal	6/30/2020	JEWA11	Frances Mizuno	1,027.42	68	L 56	C 00	C 00 GENERAL
5101	Journal	7/31/2020	JEWA12	Frances Mizuno	1,010.67	68	L 56	C 00	C 00 GENERAL
5101	Journal	8/31/2020	JEWA73	Frances Mizuno	1,964.85	68	L 56	C 00	C 00 GENERAL
5101	Journal	9/30/2020	JEWA75	Frances Mizuno	1,173.23	68	L 56	C 00	C 00 GENERAL
5101	Journal	10/31/2020	JEWA77	Frances Mizuno	321.12	68	L 56	C 00	C 00 GENERAL
5101	Journal	11/30/2020	JEWA81	Frances Mizuno	654.07	68	L 56	C 00	C 00 GENERAL
5101	Journal	12/31/2020	JEWA79	Frances Mizuno	1,321.49	68	L 56	C 00	C 00 GENERAL
5101	Paycheck	1/29/2021		Frances Mizuno	654.34	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	2/12/2021		Frances Mizuno	356.91	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	2/26/2021		Frances Mizuno	297.43	68	L 00	C 10	T 00 GENERAL
5101	Journal	3/31/2020	JEWA08	Frances Mizuno	17.44	68	L 56	C 00	C 00 GENERAL
5101	Journal	12/27/2019	GLTRX00078528	Rebecca Akroyd	721.16	68	L 56	C 00	C 00 GENERAL
5101	Journal	1/24/2020	GLTRX00078608	Rebecca Akroyd	528.85	68	L 56	C 00	C 00 GENERAL
5101	Paycheck	1/15/2021		Rebecca Akroyd	100.97	68	L 56	C 00	C 00 GENERAL
5101	Paycheck	1/29/2021		Rebecca Akroyd	100.97	68	L 56	C 05	E 00 GENERAL
5101	Paycheck	2/12/2021		Rebecca Akroyd	302.91	68	L 56	C 05	E 00 GENERAL
5101	Paycheck	2/26/2021		Rebecca Akroyd	13,164.64	50.49	68	L 56	C 05 E 00 GENERAL
5101	Journal	2/28/2021	JEWA712	Frances Mizuno	(10,151.58)	68	L 56	C 00	C 00 GENERAL
5101	Journal	2/28/2021	JEWA712	Frances Mizuno	10,151.58	68	L 00	C 00	C 00 GENERAL
5101	Journal	2/28/2021	JEWA712	Frances Mizuno	454.37	68	L 00	C 05	E 00 GENERAL
5101	Journal	2/28/2021	JEWA712	Frances Mizuno	(454.37)	68	L 56	C 05	E 00 GENERAL
5101	Journal	2/28/2021	JEWA635	Frances Mizuno	118.98	68	L 00	C 10	T 00 GENERAL
5101	Journal	3/1/2021	JEWA636	Frances Mizuno	0.00	(118.98)	68	L 00	C 10 T 00 GENERAL
5101	Paycheck	3/12/2021		Frances Mizuno	237.95	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	3/26/2021		Frances Mizuno	704.85	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	4/9/2021		Frances Mizuno	861.47	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	4/23/2021		Frances Mizuno	234.95	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	5/7/2021		Frances Mizuno	391.58	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	6/4/2021		Frances Mizuno	783.17	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	3/26/2021		Rebecca Akroyd	583.08	68	L 56	C 05	E 00 GENERAL
5101	Paycheck	4/9/2021		Rebecca Akroyd	662.58	68	L 56	C 05	E 00 GENERAL
5101	Paycheck	4/23/2021		Rebecca Akroyd	291.53	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	5/7/2021		Rebecca Akroyd	583.08	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	5/21/2021		Rebecca Akroyd	1,007.11	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	6/4/2021		Rebecca Akroyd	265.03	68	L 00	C 10	T 00 GENERAL
5101	Paycheck	6/18/2021		Rebecca Akroyd	212.02	68	L 00	C 10	T 00 GENERAL
5229	Vendor Bill	5/11/2021	6341	15042 PIONEER LAW GR	2,604.00	2,604.00	68	L 00	C 10 T 00 GENERAL
To be billed to participants					9,422.40	9,422.40			
Grand Total					22,587.04	22,587.04			
There have been 2 - 50% installment/payments to CCWD					06/2019	157,391.00			
					11/2019	157,391.00	314,782.00		
There have been 4 - 25% installment/payments to CCWD					11/2020	217,213.00			
					12/2020	217,213.00			
					03/2021	217,213.00			
					07/2021	217,213.00	868,852.00		
					003				
					1,206,221.000*+				
					1,206,221.000÷				
					4* =				
					301,555.250*+				
					1,206,221.÷				
					5* =				
					241,244.200*+				
					241,244.200-				
					301,555.000+				
					000				
					60,310.800*+				

Billed 4 participants each \$3,291.18 on 5/24/21

22,587.000+  
314,782.000+  
868,852.000+  
003  
1,206,221.000\*+  
1,206,221.000÷  
4 =  
301,555.250\*+  
1,206,221.÷  
5 =  
241,244.200\*+  
241,244.200-  
301,555.000+  
000  
60,310.800\*+

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