



QUARTERLY INVESTMENTS
REPORT

PREPARED FOR THE FOURTH QUARTER
ENDING FEBRUARY 28, 2022

DEL PUERTO WATER DISTRICT

Statement of Compliance of Investment Policy As of the Third Quarter Ended February 28, 2022

The Del Puerto Water District is operating in compliance with the investment policy adopted by the Board of Directors. The District believes the market valuation represents the District's best available information and fairly represents the value of the portfolio.

The District's goal is to enhance its economic status while protecting its funds. The District is continuously analyzing and fine-tuning the investment mix. With safety of the portfolio the top priority, a diverse mix is maintained. Management invests with the intent and capacity to hold all securities to maturity. The portfolio is managed to ensure that scheduled cash needs, as well as extraordinary cash needs are met. Adequate liquidity is maintained to ensure un-foreseen cash requirements. Investments and deposits are made in such a way as to maximize return consistent with safe and prudent treasury management.

Statement of the Ability of the Del Puerto Water District To Meet Six Month Cash Demands

The Treasurer of Del Puerto Water District attempts to maintain adequate liquid funds to meet ordinary and extraordinary cash needs at all times. The Treasurer reports that absent any extraordinary circumstances, there exists adequate reserves and cash on hand to sufficiently meet normal budgetary requirements for the next six months.

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DEL PUERTO WATER DISTRICT
Quarterly Report of Investments
Summary for the Fourth Quarter Ending February 28, 2022

Bank Accounts:	<u>Bal @ 11/30/21</u>		<u>Bal @ 02/28/22</u>	
Oak Valley Community Bank, Patterson				
Checking/General Fund	\$84,430.16		\$83,832.54	
Checking/SWP Program	\$9,121.97		\$41,699.36	
Checking/RWSP-NVRRWP Program	\$5,092.28		\$5,092.40	
Checking/RWSP-CNRA Program	\$5,529.05		\$5,529.19	
Savings/General Fund	\$133,321.92		\$1,798,548.82	
Petty Cash/Housebank	<u>\$300.00</u>		<u>\$300.00</u>	
Total Cash Funds	\$237,795.38	0.4%	\$1,935,002.31	3.3%
Other Investments:				
Granite Wealth Mgmt for LPL Financial, Modesto, California*				
Money Market	\$2,531,880.95	4.4%	\$5,637,067.76	9.5%
Certificate of Deposit	\$20,927,296.93	36.3%	\$19,970,547.37	33.6%
Local/Municipal/Corporate Bonds	\$25,218,844.60	43.8%	\$27,807,468.60	46.8%
Government Securities	<u>\$8,568,318.80</u>	14.9%	<u>\$2,918,448.40</u>	4.9%
Total Estimated Portfolio Value at LPL Financial	\$57,246,341.28		\$56,333,532.13	
Oak Valley Community Bank - SWPP CD	\$102,531.48	0.2%	\$102,657.97	0.2%
Oak Valley Community Bank - NVRRWP CD	\$0.00	0.0%	\$1,000,084.93	1.7%
Total Funds Liquid and Invested	<u>\$57,586,668.14</u>	100.0%	<u>\$59,371,277.34</u>	100.0%

* See following Detailed Quarterly Report of LPL Financial Investments

Del Puerto Water District
 Detailed Quarterly Report for Investments Held at LPL Financial
 as of February 28, 2022

Detail of Portfolio:

			Market Value
			<u>2/28/2022</u>
Certificate of Deposit - Rate Stabilization Fund			
	#3156-9782		
Synchrony Bank Draper UT CD	1.2000%	Apr-22	\$250,361.50
Pinnacle Bank Nashville TN CD	1.0000%	May-22	\$250,402.00
Third Fedl S&L Assn OH CD	3.1000%	Sep-22	\$253,547.50
Barclays Bank DE CD	2.3000%	Oct-22	\$252,912.25
Weighted Average Earnings	1.9048%		\$1,007,223.25
Certificate of Deposit - RWSP/NVRRWP Fund			
	#2988-1894		
Private Bank & Trust Co IL CD	2.2000%	Mar-22	\$245,440.51
Blue Ridge Bank VA CD	1.2000%	Apr-22	\$250,333.25
Towne Bank VA CD	1.1500%	Apr-22	\$250,418.25
Stifel Bank & Tr St Louis MO CD	2.8500%	May-22	\$251,458.50
Live Oak Bkg Co Wilmington NC CD	1.7000%	May-22	\$248,947.36
Lakeland Bank NJ CD	0.2500%	Jun-22	\$250,044.75
Pinnacle Bank AL CD	0.2500%	Jun-22	\$250,023.50
1st Security Bank of WA CD	0.2000%	Jun-22	\$249,978.50
Citizens Alliance Bank MD CD	0.2500%	Jun-22	\$250,020.00
First Indpt Bank MN CD	0.2000%	Jul-22	\$249,977.75
American Express Natl Bank CD	3.1500%	Jul-22	\$252,637.50
Crossfirst Bank Leawood KS CD	2.0500%	Aug-22	\$250,020.95
CIT Bank NA Pasadena CA CD	1.9500%	Aug-22	\$241,879.20
Medallion Bank Salt Lake City UT CD	1.8500%	Aug-22	\$247,810.56
Fall River Five Cents SB Fall River MA CD	2.1500%	Nov-22	\$250,910.03
Enerbank USA UT CD	0.1000%	Dec-22	\$248,951.25
Luana Svgs Bank Luana IA CD	1.6000%	Jan-23	\$252,069.75
Marlin Business Bank Salt Lake City UT CD	1.6500%	Jan-23	\$252,200.00
Merrick Bank South Jordan UT CD	1.7000%	Jan-23	\$252,304.00
Unity Bank Clinton NJ CD	1.6500%	Jan-23	\$252,211.25
TCM Bank NA FL CD	0.1500%	Jan-23	\$248,040.75
Signature Bank NA Toledo OH CD	2.8500%	Feb-23	\$255,067.75
Industrial&Coml BK China NY CD	2.6500%	Feb-23	\$101,834.80
Northstar Bank MI CD	1.0500%	Apr-23	\$250,633.75
West Michigan Cmnty Bank MI CD	1.0500%	Apr-23	\$250,633.75
Sallie Mae Bank UT CD	1.4000%	Apr-23	\$231,464.18
Goldman Sachs Bank USA NY CD	2.9500%	Apr-23	\$255,962.50
Ann Arbor State Bank CD*	2.7500%	Apr-23	\$255,462.25
BMW Bank of North America CD	3.0000%	Apr-23	\$256,126.75
Capital One NA VA CD	1.3500%	Apr-23	\$150,873.15
Commerce Bank MN CD	1.0500%	Apr-23	\$250,589.00
First Natl Bank TX CD	0.5500%	May-23	\$249,023.25
Peoples Bank of GA CD	0.3000%	Jun-23	\$248,088.75
BMO Harris Bank NA IL CD	0.6000%	Jun-23	\$114,872.16
Discover Bank DE CD	3.3000%	Jun-23	\$103,157.50
Hingham Instn for Svgs MA CD	0.2000%	Jun-23	\$247,684.50
Prospect Bank IL CD	0.3000%	Jun-23	\$248,088.75
Bankwell Bank CT CD	0.4000%	Jul-23	\$248,147.50
Texas Exchange Bank SSB TX CD	0.7000%	Jun-24	\$245,383.75
Stockman Bank of MT CD	0.5000%	Jun-24	\$244,860.25
Morton Cmnty Bank IL CD	0.5000%	Jun-24	\$244,786.75
Kennett Trust Bank MO CD	0.4500%	Jun-24	\$243,799.00
Continental Bank UT CD	0.5000%	Jun-24	\$244,701.25
Bank Princeton NJ CD	0.5000%	Jun-24	\$244,670.00
Southern Bancorp Bank AR CD	0.5000%	Oct-24	\$243,452.25
Nebraskaland Natl Bank NE CD	1.2000%	Apr-25	\$246,794.50
Center State Bank FL CD	1.0000%	Apr-25	\$245,175.00
State Bank of India NY CD	1.0500%	Jun-25	\$245,248.75
Independence Bank of KY CD	0.6000%	Jun-25	\$241,644.50
Peoples Exchange Bank AL CD	0.6000%	Jun-25	\$241,608.50
Caldwell B&T Co LA CD	0.5500%	Jun-25	\$241,060.00
High Plains Bank CO CD	0.5000%	Jun-25	\$240,671.25
Partners Bank Helena AR CD	0.6000%	Jun-25	\$241,481.50
Discover Bank DE CD	2.1500%	May-26	\$147,051.02
Weighted Average Earnings	1.1860%		\$12,765,776.17
Certificate of Deposit - RWSP/CNRA Fund			
	#2350-9015		
Connectone Bank NJ CD	1.1000%	Mar-22	\$250,204.00
Northpointe Bank MI CD	0.1000%	May-22	\$249,981.50
Bank Ozk AR CD	0.6000%	May-22	\$245,213.39
TIAA FSB Jacksonville CD	2.5000%	May-22	\$251,278.50
Eaglebank Bethesda	2.6000%	May-22	\$251,232.50
Flagstar Bank FSB	2.5000%	Jun-22	\$251,666.00
Allegiance Bank Houston TX CD	2.1500%	Sep-22	\$250,482.48
Wells Fargo Natl Bk West NV CD	1.9000%	Jan-23	\$50,548.05
Bankunited NA FL CD	0.1500%	Feb-23	\$247,853.50
Haddon Svgs Bank NJ CD	0.1000%	Apr-23	\$247,935.75
First Natl Bank ME CD	2.8000%	May-23	\$250,652.88
KS Statebank KS CD	2.3000%	May-23	\$249,289.46

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Del Puerto Water District
 Detailed Quarterly Report for Investments Held at LPL Financial
 as of February 28, 2022

Comenity Capital Bank UT CD	3.2500%	Jun-23	\$255,569.20
RCB Bank OK CD	3.1500%	Jun-23	\$252,220.39
First Carolina Bank NC CD	0.3500%	Jun-23	\$248,202.75
WEX Bank UT CD	0.2500%	Jun-23	\$246,842.66
Bankers Bank of KS CD	0.2000%	Jul-23	\$246,343.75
Transn Alliance Bank Inc UT CD	0.2500%	Jul-23	\$247,601.75
Cmnty West Bank NA CA CD	0.2000%	Aug-23	\$247,346.75
Citibank NA SD CD	3.4000%	Jan-24	\$239,113.98
Wells Fargo Bank NA SD CD	3.2000%	Jan-24	\$207,258.40
GE Capital Retail Bank UT CD	3.3000%	Mar-24	\$218,297.31
Bank of New England CD	2.6000%	May-24	\$256,603.25
Capital One Bank USA VA CD	2.6500%	May-24	\$256,847.25
State Bank of India IL CD	0.5000%	Jan-26	\$238,261.75
Toyota Finl Svgs Bank NV CD	0.9500%	Jul-26	\$240,700.75
Weighted Average Earnings	1.6387%		\$6,197,547.95
			Total CD Investments
			\$19,970,547.37
Municipal Bonds - Rate Stabilization Fund		#3156-9782	
West Contra Costa Uni Sch Dist Rev Rfdg B/E Txb	0.2060%	Aug-22	\$498,710.00
Weighted Average Earnings	0.2060%		\$498,710.00
Local/Municipal/Corporate Bonds -RWSP/NVRRWP Fund		#2988-1894	
SLDMWA CA Rfdg DHCCP Rev B/E Txb	0.6200%	Mar-23	\$193,391.25
Port Oakland Rev Rfdg B/E Txb	8.2100%	May-23	\$208,443.90
University CA Rev Gen B/E Txb	2.7500%	May-23	\$203,304.00
Orange CA Pension Oblig Rev B/E Txb	0.3910%	Jun-23	\$242,177.60
Desert CA Cmnty Clg Dist Rfdg B/E Txb	0.4580%	Aug-23	\$98,304.00
Liberty CA Un High Sch Dist Rfdg B/E Txb	0.4090%	Aug-23	\$143,014.95
State Center CA Cmnty Clg Dist Rfdg B/E Txb	0.6000%	Aug-23	\$152,778.85
West Contra Costa Uni Sch Dist Rev Rfdg B/E Txb	0.2760%	Aug-23	\$491,200.00
Santa Paula CA Util Auth Wstwr Rev B/E Txb	1.0580%	Feb-24	\$98,654.00
San Jose CA Arpt Rfdg Rev B/E Txb	0.6500%	Mar-24	\$244,552.50
Bay Area Toll Auth Rev Txb B/E	2.2540%	Apr-24	\$757,057.50
Gardena CA Pension Oblig, Rev, B/E	1.5020%	Apr-24	\$495,270.00
Coachella CA Pension Oblig, Rev, B/E	1.3840%	Jul-24	\$102,683.70
Fresno CA Uni Sch Dist Rfdg B/E Txb	0.7190%	Aug-24	\$338,352.00
San Joaquin Delta Cmnty Clg Dist B/E Txb	0.5850%	Aug-24	\$486,000.00
Santa Clarita Clg Dist B/E Txb	2.1020%	Aug-24	\$120,571.20
Santa Rosa CA Regl Res Auth Rev Txb Fixed	2.7500%	Aug-24	\$127,396.25
Sonoma Cnty Jr Clg Dist Rfdg B/E Txb	2.0610%	Aug-24	\$115,816.50
Yosemite CA Cmnty Clg Dist Rfdg B/E Txb	0.8040%	Aug-24	\$92,397.00
Rancho Santiago CA Cmnty Clg Dist Rfdg B/E Txb	0.6340%	Sep-24	\$116,601.60
Sacramento CA Wstwr Rfdg Rev B/E Txb	0.9580%	Sep-24	\$141,386.60
San Jose CA LIBR Rfdg Rev B/E Txb	2.3000%	Sep-24	\$227,866.50
California St Univ Rev Syswide Ser B B/E Txb	3.4060%	Nov-24	\$203,180.25
California St Univ Rev Syswide Ser B B/E Txb	3.2720%	Nov-24	\$51,923.50
Gardena CA Pension Oblig, Rev, B/E	1.7020%	Apr-25	\$418,552.75
Santa Clara Vly CA Rev Rfdg B/E Txb	0.7920%	Apr-25	\$359,973.75
University CA Genl Rev B/E Txb	0.8830%	May-25	\$168,535.50
Chabot Las Positas Cmnty Clg Dist Rfdg B/E Txb	0.8800%	Aug-25	\$198,809.00
Citrus CA Cmnty Clg Dist Rfdg B/E Txb	0.8190%	Aug-25	\$384,576.00
Napa Vly Ca Uni Sch Dist Rfdg B/E Txb	0.8940%	Aug-25	\$240,935.00
San Benito High Sch Dist Rfdg B/E Txb	1.0030%	Aug-25	\$207,683.55
San Jose Evergreen CA Cmnty Clg Dist Rfdg B/E	0.9210%	Sep-25	\$482,950.00
California St Univ Rev Syswide Ser B B/E Txb	0.8620%	Nov-25	\$478,520.00
California St Dept Res Cent Vly Rev B/E Txb	0.7900%	Dec-25	\$367,035.90
California St Various Purp B/E Txb	2.6500%	Apr-26	\$230,541.75
El Segundo CA Pension Oblig Rev B/E Txb	1.2320%	Jul-26	\$235,742.50
San Joaquin Delta Cmnty Clg Dist Rfdg B/E Txb	1.1330%	Aug-26	\$120,016.25
Weighted Average Earnings	1.3862%		\$9,346,195.60
Local/Municipal/Corporate Bonds -RWSP/CNRA Fund		#2350-9015	
Oxnard CA Sch Dist Rfdg B/E Txb	0.5870%	Aug-22	\$249,070.00
Palm Springs Ca Uni Sch Rfdg GO Bds BE/Txb	0.4890%	Aug-22	\$249,535.00
Vacaville CA Uni Sch Rfdg B/E Txb	0.5530%	Aug-22	\$199,796.00
Vista Uni Sch Dist Rfdg B/E Txb	0.2870%	Aug-22	\$199,580.00
San Francisco CA CPUC Wtr Rev Txb	2.6190%	Nov-22	\$239,482.50
California ST DWRCV Rev Txb	0.3490%	Dec-22	\$397,596.00
SLDMWA CA Rfdg DHCCP Rev B/E Txb	0.6200%	Mar-23	\$188,432.50
PEPSICO Inc SR Note	0.7500%	May-23	\$496,469.00
Port Oakland CA Rev B/E Txb	0.8210%	May-23	\$133,999.65
University CA Rev Gen B/E Txb	2.7500%	May-23	\$203,304.00
Orange CA Pension Oblig Rev B/E Txb	0.3910%	Jun-23	\$247,120.00
Tustin CA Uni Sch Dist Rfdg B/E Txb 0.257%	0.2570%	Aug-23	\$300,135.25
Folsom Sch Dist Rfdg B/E Txb	3.0000%	Oct-23	\$327,158.40
Sacramento Cnty Santin Dist Rev B/E Txb	0.7590%	Dec-23	\$316,857.60
Santa Paula CA Util Auth Wstwr Rev B/E Txb	1.0580%	Feb-24	\$98,654.00
Bay Area Toll Auth Rev Txb B/E	2.2540%	Apr-24	\$757,057.50
El Cajon Pension Oblig, Rev, B/E	0.9270%	Apr-24	\$242,915.00

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Del Puerto Water District
 Detailed Quarterly Report for Investments Held at LPL Financial
 as of February 28, 2022

Gardena CA Pension Oblig. Rev. B/E	1.5020%	Apr-24	\$495,270.00	
Toyota Motor Credit Corp Note	2.9000%	Apr-24	\$510,554.00	
University CA Rev Gen BE Txbl	2.4390%	May-24	\$101,401.00	
University CA Rev Gen BE Txbl	2.9000%	May-24	\$307,215.00	
Coachella CA Pension Oblig. Rev. B/E	1.3840%	Jul-24	\$102,683.70	
Sequoia CA Un High Sch Rfdg B/E Txbl	1.6650%	Jul-24	\$249,417.50	
Southern CA Pub Pwr Auth Rev Txbl	0.7330%	Jul-24	\$276,477.15	
Southern CA Pub Pwr Auth Rev Txbl	0.7330%	Jul-24	\$175,494.60	
Castro Valley CA Uni Sch Rfdg B/E Txbl	0.7000%	Aug-24	\$488,095.00	
Fontana CA Uni Sch Dist Rfdg B/E Txbl	0.8400%	Aug-24	\$509,785.50	
Fresno CA Uni Sch Dist Rfdg B/E Txbl	0.7190%	Aug-24	\$338,352.00	
Ohlone CA Cmnty Clig Rfdg B/E Txbl	1.8140%	Aug-24	\$485,727.50	
Ontario CA Wtr Rfdg B/E Txbl	0.9780%	Aug-24	\$392,248.00	
San Juan CA Uni Sch Rfdg B/E Txbl	0.7020%	Aug-24	\$487,225.00	
Sonoma Cnty Ca Jr Clig Dist Rfdg B/E Txbl	2.0610%	Aug-24	\$115,816.50	
Yosemite CA Cmnty Clig Dist Rfdg B/E Txbl	0.8040%	Aug-24	\$92,397.00	
Rancho Santiago CA Cmnty Clig Dist Rfdg B/E Txbl	0.6340%	Sep-24	\$485,840.00	
Suisun Solano CA Wtr Auth Rev Rfdg B/E Txbl	0.6700%	Sep-24	\$269,878.00	
California St Univ Rev Syswide Ser B B/E Txbl	3.2720%	Nov-24	\$51,923.50	
San Francisco CA Mun Trans Rfdg B/E Txbl	0.6540%	Mar-25	\$176,998.50	
California St Rev Txbl B/E	3.3750%	Apr-25	\$539,889.95	
California St Various Purp B/E Txbl	2.6500%	Apr-25	\$322,758.45	
Gardena CA Pension Oblig. Rev. B/E	1.7020%	Apr-25	\$418,552.75	
San Diego Cnty Regl Trans Rev B/E Txbl	2.0850%	Apr-25	\$492,391.20	
Apple Inc Note	1.1250%	May-25	\$488,322.50	
U S Bancorp Medium Term Note	1.4500%	May-25	\$488,031.50	
University CA Rev Gen BE Txbl	0.8830%	May-25	\$481,530.00	
Pfizer Inc Note	0.8000%	May-25	\$481,937.50	
California Infra & Econ Rev B/E Txbl	1.2750%	Jul-25	\$242,100.00	
Napa Vly CA Uni Sch Dist Rfdg B/E Txbl	0.8940%	Aug-25	\$240,935.00	
Cucamonga Vly CA Wtr Water Rev Rfdg A B/E Tx	0.9900%	Sep-25	\$386,024.00	
Johnson & Johnson Note	0.5500%	Sep-25	\$475,890.50	
Caterpillar Finl Svcs Note	0.8000%	Nov-25	\$475,622.50	
Bank America Corp Sr Note	0.6500%	Dec-25	\$463,443.00	
West Stanislaus CA Rev Rfdg B/E Txbl	1.2800%	Jan-26	\$480,825.00	
SLDMWA Rev OM&R B/E	1.2600%	Mar-26	\$288,604.80	
El Segundo CA Pension Oblig Rev B/E Txbl	1.2320%	Jul-26	\$235,742.50	
Weighted Average Earnings	1.3002%		\$17,962,563.00	
			Total Municipal Bond Investments	\$27,807,468.60
Government Securities - Rate Stabilization Fund		#3156-9782		
US Treasury Bill	2.0000%	May-22	\$799,455.20	
Weighted Average Earnings	2.0000%		\$799,455.20	
Government Securities - RWSP/NVRRWP Fund		#2988-1894		
Fedl Home Loan Mtg Corp Note	0.5000%	Jun-24	\$488,330.50	
Fedl Farm Credit Bank MN Bond	0.6800%	Jun-25	\$483,262.50	
Weighted Average Earnings	0.5895%		\$971,593.00	
Government Securities - RWSP/CNRA Fund		#2350-9015		
Fedl Home Loan Bank Bond Step	0.4000%	Feb-26	\$907,863.70	
Fedl Home Loan Bank Bond Step	0.5500%	Jul-26	\$239,536.50	
Weighted Average Earnings	0.4313%		\$1,147,400.20	
			Total Gov't Sec. Investments	\$2,918,448.40
Total All Non-Money Market Investments-Without RWSP/NVRRWP & RWSP/CNRA	1.5703%			\$2,305,388.45
Total All Non-Money Market Investments	1.2698%			\$50,696,464.37
Insured Cash Account - General Fund	0.100%			\$1,024,230.82
Money Mkt Funds - General Fund	0.260%			\$2,083,060.24
Insured Cash Account - Rate Stab. Fund	0.100%			\$49,812.25
Money Mkt Funds - Rate Stab. Fund	0.260%			\$800,007.44
Insured Cash Account - CVP Capital Fund	0.100%			\$2,713.62
Money Mkt Funds - CVP Capital Fund	0.260%			\$0.00
Insured Cash Account - RWSP/NVRRWP Fund	0.100%			\$712,537.79
Money Mkt Funds - RWSP/NVRRWP Fund	0.260%			\$148,283.24
Insured Cash Account - RWSP/CNRA Fund	0.100%			\$216,991.42
Money Mkt Funds - RWSP/NVRRWP Fund	0.260%			\$599,430.94
	0.203%			\$5,637,067.76
Total LPL Investments	1.1631%			\$56,333,532.13

Total Estimated Value is the approximate value of the assets held at LPL Investments & outside companies at the date shown on the attached statement copies. It is estimated as the prices used to value your securities are provided by an outside service and do not always represent the exact market price. LPL Financial does not guarantee the accuracy of such values.

Values for many fixed-income securities are estimates based on coupon rate and credit rating and may not represent the actual transaction price. Values do not include accrued interest or dividends and for some investments do not reflect applicable charges and fees.

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DRAFT

V.B.

RESOLUTION RECOGNIZING THE SERVICE AND CONTRIBUTION OF
IVAN EUGENE BAYS
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE
DEL PUERTO WATER DISTRICT

WHEREAS, the Board of Directors of the Del Puerto Water District desires to recognize IVAN EUGENE "GENE" BAYS on the occasion of his resignation from the Board of Directors of the District on January 26, 2022,

WHEREAS, GENE has served on the Board of Directors for more than 27 years and previously served as a member of the Board of Directors of the Kern Canon Water District for many years; and

WHEREAS, GENE has also served as president of the Del Puerto District Board of Directors for 17 years; and

WHEREAS, GENE was instrumental in the decision to consolidate eleven pre-existing districts into one and was chosen by unanimous vote of the Kern Canon District Board to continue to represent their interests as a Board member of the newly consolidated Del Puerto Water District; and

WHEREAS, GENE was a major piece of the efforts to pursue and complete the North Valley Regional Recycled Water Program which will continue be a lifeblood for District growers especially during times of drought; and

WHEREAS, GENE has at all times served the District with honesty, integrity, dedication to fairness, concern for the well-being of others, respect for his fellow man, good humor and intelligence; and

WHEREAS, GENE has provided invaluable contributions to, representation of, and leadership for the District, agriculture on the west side of the San Joaquin Valley, and farmers everywhere; and

WHEREAS, GENE could always be counted on during a Board meeting to ensure the meeting went as efficiently and swiftly as possible to make sure he didn't miss lunch with Eleanor:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. DECLARATION OF THE BOARD. The statements, findings, determinations and facts stated in the recitals above are true and correct and the Board so finds and determines.

Section 2. The Board hereby formally recognizes IVAN EUGENE "GENE" BAYS for his many contributions and exemplary service to the District as a member of its Board of Directors.

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Section 3. The General Manager and Secretary of the District Anthea G. Hansen is hereby authorized and directed for and on behalf of the District to formally present a certified copy of this Resolution to GENE as a token of the esteem of the District.

PASSED AND ADOPTED this 20th day of April, 2022.

I HEREBY CERTIFY that the foregoing is the resolution of said District as duly passed and adopted by the Del Puerto Water District, a public agency formed under the laws of the State of California, at a meeting of the Board of Directors thereof duly called and held on the 20th day of April 2022.

WITNESS my hand and seal of said Board of Directors this 20th day of April 2022.

Secretary of the Board of Directors

DRAFT

V.B.

RESOLUTION RECOGNIZING THE SERVICE AND CONTRIBUTION OF
EARL PEREZ
AS A MEMBER OF THE BOARD OF DIRECTORS OF THE
DEL PUERTO WATER DISTRICT

WHEREAS, the Board of Directors of the Del Puerto Water District desires to recognize EARL PEREZ on the occasion of his resignation from the Board of Directors of the District on December 18, 2019,

WHEREAS, EARL has served on the Board of Directors for more than 24 years and previously served as a member of the Board of Directors of the Orestimba Water District for many years; and

WHEREAS, EARL was instrumental in the decision to consolidate eleven pre-existing districts into one and was chosen by unanimous vote of the Orestimba Water District Board to continue to represent their interests as a Board member of the newly consolidated Del Puerto Water District; and

WHEREAS, EARL has also served on the San Luis & Delta-Mendota Water Authority Board of Directors for 15 years; and

WHEREAS, EARL has at all times served the District with honesty, integrity, dedication to fairness, concern for the well-being of others, respect for his fellow man, good humor and intelligence; and

WHEREAS, EARL has given of his valuable time, insight, wisdom and business acumen to provide leadership and direction for the District as a whole and helpful advice to its General Manager in the formulation of District policies, programs, plans and budgets; and

WHEREAS, EARL could always be counted on during a Board meeting to demonstrate his extensive knowledge on the subject of California's water situation by asking Staff to explain certain very complex matters to the rest of the Board:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. DECLARATION OF THE BOARD. The statements, findings, determinations and facts stated in the recitals above are true and correct and the Board so finds and determines.

Section 2. The Board hereby formally recognizes EARL PEREZ for his many contributions and exemplary service to the District as a member of its Board of Directors.

Section 3. The General Manager and Secretary of the District Anthea G. Hansen is hereby authorized and directed for and on behalf of the District to formally present a certified copy of this Resolution to EARL as a token of the esteem of the District.

PASSED AND ADOPTED this 20th day of April, 2022.

.....

I HEREBY CERTIFY that the foregoing is the resolution of said District as duly passed and adopted by the Del Puerto Water District, a public agency formed under the laws of the State of California, at a meeting of the Board of Directors thereof duly called and held on the 20th day of April 2022.

WITNESS my hand and seal of said Board of Directors this 20th day of April 2022.

Secretary of the Board of Directors

DRAFT

V.B.

<p>RESOLUTION RECOGNIZING THE SERVICE AND CONTRIBUTION OF TOM DOMPE AS A MEMBER OF THE BOARD OF DIRECTORS OF THE DEL PUERTO WATER DISTRICT</p>

WHEREAS, the Board of Directors of the Del Puerto Water District desires to recognize TOM DOMPE on the occasion of his resignation from the Board of Directors of the District on December 18, 2019,

WHEREAS, TOM has served on the Board of Directors for more than 24 years; and

WHEREAS, TOM has at all times served the District with honesty, integrity, dedication to fairness, concern for the well-being of others, respect for his fellow man, good humor and intelligence; and

WHEREAS, TOM has given of his valuable time, insight, wisdom and business acumen to provide leadership and direction for the District as a whole and helpful advice to its General Manager in the formulation of District policies, programs, plans and budgets; and

WHEREAS, TOM could always be counted on to harrumph, express, and demonstrate his skepticism of any activities that required the approval of the Federal Government in a timely manner:

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. DECLARATION OF THE BOARD. The statements, findings, determinations and facts stated in the recitals above are true and correct and the Board so finds and determines.

Section 2. The Board hereby formally recognizes TOMDOMPE for his many contributions and exemplary service to the District as a member of its Board of Directors.

Section 3. The General Manager and Secretary of the District Anthea G. Hansen is hereby authorized and directed for and on behalf of the District to formally present a certified copy of this Resolution to TOM as a token of the esteem of the District.

PASSED AND ADOPTED this 20th day of April, 2022.

I HEREBY CERTIFY that the foregoing is the resolution of said District as duly passed and adopted by the Del Puerto Water District, a public agency formed under the laws of the State of California, at a meeting of the Board of Directors thereof duly called and held on the 20th day of April 2022.

WITNESS my hand and seal of said Board of Directors this 20th day of April 2022.

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Secretary of the Board of Directors

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044
County Clerk
County of: Stanislaus
1021 I St
Modesto, CA 95354

From: (Public Agency): Del Puerto Water District
PO Box 1596
Patterson, CA 95363
(Address)

Project Title: Del Puerto Water District Irrigation System Improvement Project II

Project Applicant: Del Puerto Water District

Project Location - Specific:

Agricultural fields throughout Del Puerto Water District.

Project Location - City: Patterson Project Location - County: Stanislaus

Description of Nature, Purpose and Beneficiaries of Project:

The project seeks to improve existing irrigation system efficiency and reduce runoff for growers throughout the DPWD. The District would make these improvements on actively farmed parcels as requested by the farmers of those parcels.

Name of Public Agency Approving Project: Del Puerto Water District

Name of Person or Agency Carrying Out Project: Del Puerto Water District

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
Declared Emergency (Sec. 21080(b)(3); 15269(a));
Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
Categorical Exemption. State type and section number: 15302
Statutory Exemptions. State code number:

Reasons why project is exempt:

The project will replace or improve existing irrigation systems on actively farmed private property. There will be no change in use or increase in capacity. All construction will occur in areas being actively farmed.

Lead Agency
Contact Person: Adam Scheuber Area Code/Telephone/Extension: 209-892-4470

If filed by applicant:

- 1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: Date: 4/15/2022 Title:

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR:

THOMSON REUTERS

WESTLAW California Code of Regulations

[Home Table of Contents](#)

§ 15302. Replacement or Reconstruction.

14 CA ADC § 15302

BARCLAYS OFFICIAL CALIFORNIA CODE OF REGULATIONS

Barclays Official California Code of Regulations Currentness

Title 14. Natural Resources

Division 6. Resources Agency

Chapter 3. Guidelines for Implementation of the California Environmental Quality Act

Article 19. Categorical Exemptions

14 CCR § 15302

§ 15302. Replacement or Reconstruction.

Class 2 consists of replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced, including but not limited to:

- (a) Replacement or reconstruction of existing schools and hospitals to provide earthquake resistant structures which do not increase capacity more than 50 percent;
- (b) Replacement of a commercial structure with a new structure of substantially the same size, purpose, and capacity.
- (c) Replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity.
- (d) Conversion of overhead electric utility distribution system facilities to underground including connection to existing overhead electric utility distribution lines where the surface is restored to the condition existing prior to the undergrounding.

Note: Authority cited: Section 21083, Public Resources Code. Reference: Section 21084, Public Resources Code.

HISTORY

1. Change without regulatory effect amending Note filed 10-6-2005 pursuant to section 100, title 1, California Code of Regulations (Register 2005, No. 40).

This database is current through 4/1/22 Register 2022, No. 13

14 CCR § 15302, 14 CA ADC § 15302

END OF DOCUMENT

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V.D.

**SAN LUIS & DELTA-MENDOTA WATER AUTHORITY
B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT
ACTIVITY AGREEMENT**

This **B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT ACTIVITY AGREEMENT** (“**Activity Agreement**”) is entered into and made effective as of this ____ day of 2022 (“**Effective Date**”), by and among the San Luis & Delta-Mendota Water Authority, a joint powers agency of the State of California (“**Authority**”), and its members who execute this Agreement, who are hereinafter referred to jointly by the plural term “**Activity Agreement Members.**” Capitalized terms used in this Activity Agreement shall have the meanings set forth in Section 2 below.

1. RECITALS

A. The parties to this Activity Agreement, 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 Activity Agreement Members, including those powers described in this Activity Agreement.

B. The Activity Agreement 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 Activity Agreement 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, the San Luis Canal, and/or the Pacheco Pumping Plant and Tunnel.

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D. For several years to come, because of hydrologic conditions and/or regulatory constraints, the operation of the CVP by the United State 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. The Authority has authorized execution of a series of cost-share agreements with federal parties regarding collaboration on the planning, preliminary design, and environmental compliance for the B.F. Sisk Dam Raise and Reservoir Expansion Project (“**Reservoir Expansion Project**” or “**Project**”), to seek potential storage benefits of the Project for Authority member agencies.

F. Authority member agencies, including the Activity Agreement Members, have paid the costs associated with planning to date.

G. The Authority, together with Reclamation, has considered the feasibility of the Reservoir Expansion Project to, among other things, increase long-term reliability and quantity of yearly allocations to south-of-Delta CVP contractors dependent on San Luis Reservoir, increase the certainty of access to supplies stored by south-of-Delta CVP contractors in San Luis Reservoir in subsequent water years, and provide additional surface water access during drought periods, while maintaining benefits from the existing San Luis Reservoir.

H. The planning to date for the Project included, but was not limited to, planning for the construction of an expanded San Luis Reservoir with a total additional capacity of 130,000 acre-feet, and related modification to Highway 152.

I. The Authority anticipates the need to hire a Project Management Consultant to manage this effort and to execute a cost share agreement with Reclamation for Reservoir Expansion Project Planning (“**Cost Share Agreement**”) in the near future, for the purpose of providing cost-sharing to complete planning, permitting, and design activities related to the Project. For design activities, the separate project components are the Sisk Dam Raise, Recreation Sites, Tower, Highway 152, bridge, and spillway. The Cost Share Agreement will specify the components on which Reclamation will take the design lead and on which the Authority will take the lead. Subsequent amendments would be expected for construction related activities.

J. Individual Authority member agencies desire to provide cost-sharing, including through the Authority’s execution of the anticipated Cost Share Agreement on their behalf.

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K. Each of the parties to this Activity Agreement desires to participate in the benefits and incur the obligations associated with project management and the anticipated Cost Share Agreement, through the joint exercise of their common powers under 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 B.F. Sisk Dam Raise and 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 Members of this Activity Agreement and allocable to any Non-Member Participating Parties through Memoranda of Understanding executed in conjunction with this Activity Agreement.

2.3. “**Activity Agreement Member**” shall mean a member of the Authority who is signatory to this Activity Agreement. The Activity Agreement Members are listed on Exhibit “A” attached hereto.

2.4. “**Activity Participants**” shall mean the Activity Agreement Members and the Non-Member Participating Parties, as defined below.

2.5. “**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.

2.6. “**Authority**” shall mean the San Luis & Delta-Mendota Water Authority.

2.7. “**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.

2.8. “**Board of Directors**” shall mean the Board of Directors of the San Luis & Delta-Mendota Water Authority.

2.9. “**Cost Share Agreement**” shall mean the Cost Share Agreement for the B.F. Sisk Dam Raise and Reservoir Expansion Project planning entered into by the Authority on behalf of the Activity Agreement Members.

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 Joint Exercise of Powers Agreement effective January 1, 1992, establishing the Authority, as has been and may be amended or restated over time.

2.12. “**Memorandum of Understanding**” or “**MOU**” shall mean an agreement in the form approved by the Activity Agreement Members and Authority Board of Directors between the Authority and a local agency, city, county, or mutual water company that is not a member of the Authority but which desires to participate in this Activity Agreement as a Non-Member Participating Party; “**Memoranda of Agreement**” or “**MOUs**” shall refer collectively to all such Memoranda of Understanding.

2.13. “**Non-Member Participating Party**” shall mean a local agency, city, county, or mutual water company that is not a member of the Authority but which by execution of an MOU agrees to undertake the same obligations and is accorded the same benefits as a member of the Authority that has executed this Activity Agreement. The Non-Member Participating Parties are listed on Exhibit “A” attached hereto.

2.14. “**Participation Percentage**” shall mean each Activity Participant’s allocated share of Activity Agreement Expenses determined as described in Section 10 of this Agreement and set forth on Exhibit “B” as updated from time to time.

2.15. “**Reservoir Expansion Project**” or “**Project**” shall mean the proposed project pertaining to the planning, design, permitting, and other preconstruction activities associated with the B.F. Sisk Dam Raise and Reservoir Expansion Project.

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 benefits and obligations associated with project management and the anticipated Cost Share Agreement under the terms set forth herein. The Activity Agreement Members anticipate that amendments or additional agreements may be required to progress the Project past planning and design and into construction and operation.

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 parties may exercise their common powers and to provide coordinated services at the expense of the Activity Agreement Members; 2) negotiate, implement, and administer the anticipated Cost Share Agreement in coordination with the Activity Agreement Members; 3) provide administrative services for implementation of the Cost Share Agreement, including, but not limited to, providing notices, billing, and accounting services to the Activity Agreement Members during the term hereof; and 4) undertake such additional activities and responsibilities, including project management and supervision of project management as may be requested and funded by the Activity Agreement Members.

4. ORGANIZATION

The business of this Activity Agreement shall be 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, 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 consider establishing the organizational structure proposed by the Activity Agreement Members, which will be described in an amendment to this Activity Agreement, and that organizational structure may 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 Participants in conducting the activities contemplated by this Agreement. The Authority will provide only those services supported with funding from the Activity Participants, 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 Participants 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 Participants; provided, the Board of Directors may only alter an Activity Agreement annual budget in a manner consistent with the Activity Participants' recommendation.

b) The Board of Directors shall have the right, upon recommendation of or in consultation with staff, and the approval of Activity Participants, to approve all amendments to this Activity Agreement, including any amendment terminating the Activity Agreement, and to approve the MOU with each entity seeking to become a Non-Member Participating Party; provided, that no amendment of this Activity Agreement shall be required to add new Activity Agreement Members prior to May 9, 2022.

c) The Board of Directors shall have the right, upon the recommendation of or in consultation with staff, and the approval of Activity Participants, in the form of formal Board action, to authorize execution of all agreements relating to the Reservoir Expansion Project.

d) The Board of Directors shall have the right, upon the recommendation of or in consultation with staff, and the approval of Activity Participants, 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 Participants then the costs for such action shall be borne by the Activity Participants.

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

6. APPROVAL BY AN ACTIVITY PARTICIPANT OR ACTIVITY PARTICIPANTS

6.1. When the terms of this Activity Agreement or applicable law require the approval of an Activity Participant, written documentation of such approval, whether by Resolution, motion, or other form of authorization, must be provided to the Authority and to each of the other Activity Participants.

a) For actions requiring the approval of only the particular Activity Participant, approval by such Activity Participant is required.

b) When approval of the Activity Participants is required for a particular action, unanimous approval of the Activity Participants will be required relative to the following actions:

6.1.b.1. Admitting a new Activity Agreement Members following the expiration of the date in Section 5.2.b and Section 15.1;

6.1.b.2. Admitting a Non-Member Participating Party at any time;

6.1.b.3. Establishing or modifying the Participant Percentage applicable to the Activity Participants; and

6.1.b.4. Amendment of this Activity Agreement.

c) For all other actions that require approval of the Activity Participants, including approval of an annual budget, the approval of a majority of the Activity Participants will constitute approval of the action.

7. BUDGETARY RESPONSIBILITIES

To the extent that the Authority prepares budgets for this Activity Agreement, the Authority shall coordinate with Activity Participants 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 Board of Directors a budget for this Activity Agreement unless and until supported by each of the Activity Participants. Budgeted amounts for this Activity

Agreement will be collected through the invoicing process described in Section 10 of this Activity Agreement, and, provided each of the Activity Participants 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.

7.1. Initial Budget. To initially fund the budget for this Activity Agreement, the Activity Participants agree to contribute a total of \$1,000,000 according to the Participation Percentages referenced in Section 10 below and described in Exhibit "B" to this Activity Agreement. This initial budget amount will be used, among other purposes, to reimburse the Authority for costs paid to support the Reservoir Expansion Project from March 1, 2022 onward using funds from the Authority's Fiscal Year 2023 Leg/Ops budget.

7.2. Subsequent Invoicing.

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 each 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 additional expenses (e.g. under the anticipated Cost Sharing Agreement), with payments due thirty (30) days following the receipt of the Authority's invoice.

7.3. Budget to Actual Adjustments. The Authority shall true up budgeted amounts collected from the Activity Participants, grant funding, or other means to actual expenditures annually following the end of each fiscal year. Any over-payments between budgeted and actual expenditures, taking into account any year-end carryover reserve, shall be credited or refunded to each Activity Participant for the period through February 28, 2023, and for each year thereafter, based upon its Participation Percentage. Each Activity Participant shall be billed for any under-payment following the true-up, with payment due thirty (30) days after the invoice is received.

7.4. Funding of Any Future Debt Obligations. To the extent the Authority incurs debt obligations to meet its financial obligations under the anticipated Cost Sharing Agreement, the Activity Agreement Members hereby agree to pay to the Authority their respective shares of costs incurred by the Authority via (1) direct payment (cash) in accordance with any adopted repayment

will this change does to the budget in Leg/Ops

check SGMA AA to see if it is same

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schedule, or (2) payment of debt service consistent with any adopted repayment schedule. The Activity Agreement Members agree that amendment of this Activity Agreement may be required before any such debt obligations are incurred to finance future planning and design of the Project.

8. ACCOUNTABILITY, REPORTS, AND AUDITS

8.1. 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 Participants at all reasonable times, and by bondholders and lenders as and to the extent provided by resolution or indenture.

8.2. 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 Participant may request an independent audit of the Activity Agreement funds; such audit shall be conducted at the expense of the requesting Activity Participant.

9. ACTIVITY AGREEMENT EXPENSES AND ALLOCATION OF OPERATING COSTS

9.1. The Authority and the Activity Participants agree that all Activity Agreement Expenses incurred by the Authority under this Activity Agreement are the costs of the Activity Participants, and not of the Authority, and shall be paid by the Activity Participants. Activity Agreement Members and Non-Member Participating Agencies, if any, shall be primarily responsible for determining, among themselves, a fair and equitable apportionment of Activity Agreement Expenses at all stages of the Project and throughout the term of this Activity Agreement.

9.2. The Activity Participants 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.

10. PARTICIPATION PERCENTAGES

10.1. Initial Participation Percentages. Beginning with costs incurred by the Authority on or after March 1, 2022, each Activity Agreement Member agrees to reimburse the Authority for that member's share of the actual costs due by the Authority under the anticipated Cost Sharing

Agreement, plus that member's share of any Activity Agreement Expenses (e.g. project management costs, Authority staff time costs, etc.). Each Activity Agreement Member's share will be based on the following formula:

[Activity Agreement Member's CVP Contract Total]

Divided by

[Contract Total of all Activity Agreement Members' CVP Contracts]

For example, if there are four (4) Activity Agreement Members, three of which hold CVP contracts for 20,000 acre-feet, and one of which hold CVP contractors for 40,000 acre-feet, the respective participation percentages would be 20%, 20%, 20%, and 40%.

10.2. Changing Participation Percentages. The Participation Percentages will be reconsidered and may be revised in each of the following circumstances:

- a) Execution of Cost Share Agreement;
- b) Addition of Activity Participant(s); and
- c) Withdrawal of Activity Participant(s). Upon the withdrawal of one or more

Activity Participants pursuant to Section 14, the remaining Activity Participants agree that each of them will be allocated a proportionate share of all Activity Agreement Expenses and any associated interests in the Reservoir Expansion Project. Any Activity Participant may be relieved of its obligation to assume the additional proportionate share created by the withdrawal of an Activity Participant if (1) the remaining Activity Participants agree to proportionately assume the withdrawing Activity Participant's share of obligations and benefits, or (2) the Activity Participant is able to assign its proportionate share to another Activity Participant. Any such assignment will occur in accordance with Article 16.3 below.

In addition to the circumstances listed above, the Participation Percentages may be revised at other times if the Activity Participants unanimously agree to a revision.

10.3. Ongoing Documentation of Participation Percentages. The Participation Percentages of each Activity Participant shall be dated and attached as Exhibit "B" to this Activity 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

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procedure included in this Section 10 without any further separate amendment of this Activity Agreement being required.

11. SOURCE OF PAYMENTS

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

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

The Activity Participants shall hold the Authority and each of its members who are not Activity Participants, free and harmless from and indemnify each of them against any and all costs, losses, damages, claims, and liabilities arising actions or inactions taken under this Activity Agreement or the MOUs. This indemnification obligation includes the obligation of the Activity Participants 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 Participants, 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, as well as the obligation to pay for any and all costs of litigation incurred by the Authority as a result of entering into this Activity Agreement. Such costs may include, but are not limited to, attorneys' fees and costs incurred by the Authority pursuant to approved budgets to defend its provision of services under this Activity Agreement.

13. TERM

This Activity Agreement shall take effect on May 9, 2022 ("**Effective Date**"), assuming execution by at least two (2) Authority members prior to that date, and shall remain in full force and effect until this Activity Agreement is rescinded or terminated by the Authority and the Activity Agreement Members, with approval by the Non-Member Participating Parties, if any.

14. WITHDRAWAL FROM FURTHER PARTICIPATION

14.1. An Activity Participant may withdraw from this Activity Agreement at any time by providing written notice to the Authority and the other Activity Participants. The withdrawal shall be effective fifteen (15) days after sending the written notice. A withdrawing Activity Participant

shall be responsible for its share of the costs incurred through the effective date of its withdrawal and shall not be entitled to a return of any money paid pursuant to Section 10. However, if a withdrawing Activity Participant withdraws prior to execution of the anticipated Cost Share Agreement, the withdrawing Activity Participant shall have no obligation to pay any future share of the Authority's cost under the anticipated Cost Share Agreement or any additional Activity Agreement Expenses.

14.2. If the Authority withdraws from the anticipated Cost Share Agreement and, Reclamation returns to the Authority any 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.

15. INITIAL MEMBERSHIP/ADMISSION OF NEW MEMBERS

15.1. Authority Members. Members of the Authority may become Members of this Activity Agreement without Board action through May 9, 2022. After May 9, 2022, admission of new Members shall require amendment of this Activity Agreement and approval by the Board of Directors and the Activity Agreement Members. Such approval of new Members will include terms, if necessary, to ensure the Activity Participants do not bear undue financial obligations, e.g., payment of a proportionate share of the costs previously paid and opportunity costs by Activity Agreement Members under this Activity Agreement.

15.2. Non-Authority Members. A local agency, city, county, or mutual water company that is not a member of the Authority may become a Non-Member Participating Party (and Activity Participant) at any time following the Effective Date, if the existing Activity Agreement Members unanimously approve the admission of the Non-Member Participating Party. Such admission will occur through execution of a MOU and action by the Board of Directors. Such MOU, as appropriate, will include terms, if necessary, to ensure that existing Activity Participants do not bear undue financial obligations, e.g., payment of an equal share of the costs previously paid and opportunity costs by Activity Participants under this Activity Agreement.

15.3. Documentation. The admission of any Activity Participant pursuant to this section shall be documented by that new Activity Agreement Member signing this Activity Agreement or that new Non-Member Participating Party entering into a MOU with the Authority, subject to this Activity Agreement. Upon admission of a new Activity Participant, the parties shall agree to the

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participation percentage of such new Activity Participant, to be documented in the above-referenced amendment or MOU and Exhibit "B" to this Activity Agreement.

16. MISCELLANEOUS

16.1. California Environmental Quality Act. The physical, operational, and financial details of the Reservoir Expansion Project have been analyzed by the Authority as lead agency pursuant to the California Environmental Quality Act ("CEQA") in the Final Environmental Impact Statement/Final Environmental Impact Report ("EIR"). The Authority has not yet certified the EIR or approved the Reservoir Expansion Project, but plans to do so in the near future. The Authority plans to concurrently consider adoption of CEQA Findings of Fact, Mitigation Measures, a Mitigation Monitoring and Reporting Program, and a Statement of Overriding Considerations. The Authority and/or Activity Participants and other public agencies may be responsible agencies under CEQA for actions related to the Reservoir Expansion 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 or other related agreements, have 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 Participants, or any other public agency, as applicable, in connection with consideration of agreements relating to the Reservoir Expansion Project, including without limitation, all required environmental review, all required public notice and proceedings, consideration of comments received, and the Authority's and/or Activity Participants' or other public agencies' evaluation of mitigation measures and alternatives including the "no project" alternative.

16.2. Amendments. This Agreement may be amended in writing by the Authority and the Activity Agreement Members, with approval from the Non-Member Participating Parties, if any.

16.3. Assignment; Binding on Successors. Except as otherwise provided in this Activity Agreement, the rights and duties of the Activity Participants may not be assigned or delegated without the written consent of the Authority and other Activity Participants. 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 (1) consistent with the terms of any contracts, resolutions, indemnities, and other obligations of the Authority then in effect, and (2) limited to an

assignment to an existing Activity Participant. This Activity Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the Authority and the Activity Participants.

16.4. 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.

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

16.6. 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.

16.7. 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.

16.8. Reasonable Cooperation. Activity Participants will reasonably cooperate with each other and the Authority to perform the obligations under this Activity Agreement and to carry 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: _____

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ACTIVITY AGREEMENT MEMBERS

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

Agency Name: _____

By: _____

Name: _____

Title: _____

Date: _____

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

B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT ACTIVITY AGREEMENT MEMBERS AND NON-MEMBER PARTICIPATING PARTIES

Agency Name	Participation Status (AA Member or Non-Member Participating Party)

EXHIBIT B
ALLOCATION OF EXPENSES AMONG ACTIVITY PARTICIPANTS

Activity Participants	Allocation (%)

SAN LUIS & DELTA-MENDOTA WATER AUTHORITY

RESOLUTION NO. 2022-506

RESOLUTION AUTHORIZING EXECUTION OF THE B.F. SISK DAM RAISE AND RESERVOIR EXPANSION PROJECT ACTIVITY AGREEMENT

WHEREAS, the B.F. Sisk Dam Raise and Reservoir Expansion Project (“Reservoir Expansion Project” or “Project”) includes raising the dam crest an additional 10 feet above the 12-foot embankment raise under development by the B.F. Sisk Dam Safety of Dams (“SOD”) Modification Project, which would support an increase in reservoir storage capacity of 130,000 acre-feet, and would also include installation of downstream stability berms and crack filters, raising the existing outlet works, intake towers, access bridge, and spillway intake by 10 feet, and other modifications, including to State Route 152; and

WHEREAS, the potential benefits from the Reservoir Expansion Project include increasing long-term reliability and quantity of yearly allocations to south-of-Delta contractors dependent on San Luis Reservoir and increasing the certainty of access to supplies stored by south-of-Delta contractors in San Luis Reservoir in subsequent water years; and

WHEREAS, the San Luis & Delta-Mendota Water Authority (“Water Authority”) has worked with the U.S. Bureau of Reclamation (“Reclamation”) to analyze the proposed Reservoir Expansion Project over the past several years, including through the preparation of the draft B.F. Sisk Dam Raise and Reservoir Expansion Project Environmental Impact Report/ Supplemental Environmental Impact Statement, Feasibility Report, and Addendum to the Feasibility Report; and

WHEREAS, the Water Authority has also executed a cost share agreement with Reclamation regarding collaboration on the planning, preliminary design, and environmental compliance for the Reservoir Expansion Project, to seek potential storage benefits of the Project for Water Authority member agencies; and

WHEREAS, the Water Authority anticipates the need to cover costs for management of this effort and to execute an additional cost share agreement with Reclamation to cover cost sharing for the next phase of planning, permitting, and design activities related to the Project; and

WHEREAS, the Board has considered that certain form of the B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement (**Attachment 1**) setting forth the terms by which the certain members of the Water Authority are willing to participate in the benefits and are willing to incur the obligations of the anticipated cost share agreement, through the joint exercise of the powers common to each of the parties; and

WHEREAS, authorizing execution of the B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement does not legally bind or otherwise commit the Water Authority or the Activity Agreement Members to participate in or otherwise proceed with the Reservoir

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Expansion Project, and further, executing the B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement is an administrative and organizational action that will not result in a direct change in the environment or a reasonably foreseeable indirect change to the environment, and thus does not constitute a project 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 above are true and correct, and the Board so finds and determines.

Section 2. The Board hereby authorizes the Executive Director to execute the B.F. Sisk Dam Raise and Reservoir Expansion Project Activity Agreement in substantially the form presented to the Board, subject to such additions, deletions, and other revisions as the said Executive Director shall approve prior to execution and further subject to the contingencies described in Section 3 of this Resolution.

Section 3. The authorization conferred by this Resolution, and the documents executed in reliance upon it, shall be contingent upon the occurrence of the following actions: (1) the passage of sixty (60) days from the adoption date of this Resolution, and (2) at least two (2) members of the Water Authority executing the Activity Agreement.

Section 4. In the event the contingencies described in Section 3 fails to occur, the authorization conferred by this Resolution for which the contingency is not satisfied is revoked *ab initio* as to the document not achieving the signatures as required by said Section 3, and any documents executed by the Water Authority in reliance upon it shall have no binding force or effect.

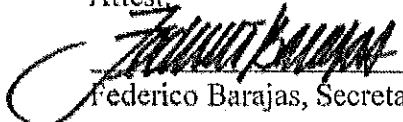
Section 5. The Executive Director, Chief Operating Officer, or such Water Authority employee or consultant as either of such officers may designate, is further authorized and directed to take such additional steps, and to execute such additional documents, as may be required or reasonably necessary to the completion of the activities authorized by this Resolution, subject to the budgets and approvals as set forth in the respective documents.

PASSED, APPROVED AND ADOPTED this 10th day of March, 2022, by the Board of Directors of the San Luis & Delta-Mendota Water Authority.



Cannon Michael, Chairman
San Luis & Delta-Mendota Water Authority

Attest:



Federico Barajas, Secretary

I hereby certify that the foregoing Resolution No. 2022-506 was duly and regularly adopted by the Board of Directors of the San Luis & Delta-Mendota Water Authority at the meeting thereof held on the 10th day of March, 2022.


Federico Barajas, Secretary

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