



AGENDA MATERIALS
TRI-DAM PROJECT



TRI-DAM POWER
AUTHORITY



BOARD MEETING

August 15, 2024

**REGULAR BOARD MEETING
AGENDA
TRI-DAM PROJECT**
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
**AUGUST 15, 2024
9:00 A.M.**

**South San Joaquin Irrigation District
11011 Highway 120
Manteca, CA 95336**

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE TRI-DAM PROJECT WEB SITE (www.tridamproject.com) ON MONDAY, AUGUST 12, 2024 AT 3:00 P.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE TRI-DAM PROJECT WEB SITE (www.tridamproject.com).

Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://ssjid.zoom.us/j/98120276218> or by telephone, by calling 1 (669) 900-6833, Meeting ID: 981-2027-6218, Password: 700546. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing gmodrell@tridamproject.com by 3:00 p.m., Wednesday, August 14, 2024.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 965-3996 ext. 113, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL: John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn
Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 - 2

1. Approve the Special Board Meeting Minutes of July 16, 2024

2. Approve the July 2024 Statement of Obligations
-

ACTION CALENDAR

ITEMS 3 - 8

3. Receive presentation from staff and consultant on proposed community outreach strategy and timeline for the Canyon Tunnel Project and provide additional staff direction for consideration in plan development
 4. Stanislaus-San Joaquin Native Fish Studies Presentation by FishBio
 5. Consider Approval of Annual/Multi-Year SCADA System Licensing and Support Agreement
 6. Consider Adoption of TDP Resolution 2024-06 Surplus Property
 7. Consider Authorizing the General Manager to Contract with an Information Technology Services Provider – *to be hand carried*
 8. Consider Approval of the 2024 Unrepresented Employee Cost of Living Adjustment and Approval of the 2024 Unrepresented Employee Pay Schedule
-

COMMUNICATIONS

ITEMS 9 - 12

9. Staff reports as follows:
 - a. General Manager Report
 - b. Operations Report
 - c. Maintenance Report
 - d. Compliance Report
 10. Generation Report
 11. Fisheries studies on the Lower Stanislaus River
 12. Directors' Comments
-

CLOSED SESSION

ITEM 13

13. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 1. *Lee Tyler et al. v. Oakdale Irrigation; et al.*
Calaveras Superior Court Case No. 17CV42319
 2. *Vera Whittenburg v. Tri-Dam Project, Oakdale Irrigation District, South San Joaquin Irrigation District*
County of San Joaquin Superior Court
Case No. STK-CV-UWT-2023-0013574
 3. *Threfall Ranch L.P. v. Oakdale Irrigation District, South San Joaquin Irrigation District, and DOES 1 through 50, inclusive*

- b. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Government Code §54656.8
Property: Canyon Tunnel
Agency Negotiator: SSJID General Manager
Negotiating Parties: Mangante, Rancheria Del Rio Estanislus, LLC
Under Negotiation: Price and Terms of Payment of Sale

ADJOURNMENT

ITEM 14

- 14. Adjourn to the next regularly scheduled meeting

BOARD AGENDA REPORT

Date: 8/15/2024

Staff: Genna Modrell

SUBJECT: Tri-Dam Project July 2024 Minutes

RECOMMENDED ACTION: Approve the special board meeting minutes of July 16, 2024.

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM PROJECT
MINUTES OF THE JOINT BOARD
OF DIRECTORS SPECIAL MEETING**

July 16, 2024
Oakdale, California

The Joint Boards of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District met in joint session at the office of Oakdale Irrigation District in Oakdale, California, on the above date for the purpose of conducting business of the Tri-Dam Project, pursuant to the resolution adopted by each of the respective Districts on July 29, 1955.

President Orvis called the meeting to order at 9:00 a.m.

OID DIRECTORS

SSJID DIRECTORS

DIRECTORS PRESENT:

ED TOBIAS
TOM ORVIS
BRAD DEBOER
LINDA SANTOS

DAVID ROOS
DAVE KAMPER
JOHN HOLBROOK

Also Present:

Summer Nicotero, General Manager, Tri-Dam Project; Genna Modrell, Executive Asst., Tri-Dam Project; Scot Moody, General Manager, OID; Sharon Cisneros, CFO, OID; Gary Wagner, Alliant Insurance Services; Aidan Heisey, Alliant Insurance Services; Rob Posey, Alliant Insurance Services; Chris Brown, C.J. Brown & Co.; Matt Weber, Counsel, Downey Brand; Joe Salazar, Counsel, Lewis Bribois; Tim O’Laughlin, Counsel

PUBLIC COMMENT

None.

CONSENT CALENDAR

- ITEM #1 Approve the regular board meeting minutes of June 20, 2024.**
- ITEM #2 Approve the Financial Statements for the five months ending May 31, 2024**
- ITEM #3 Approve the Treasurer’s Report as of June 30, 2024**
- ITEM #4 Approve the June statement of obligations**

Director Santos moved to approve items one through four as presented. Director Roos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

ACTION CALENDAR

- ITEM #5 Consider Approval of 2024/2025 Insurance Policy Renewal – Presentation by Alliant**

Summer Nicotero and Gary Wagner, Alliant Insurance Services, presented the renewal results and advised the premiums quoted represent an overall increase of 2.88% for property and 8.2% for terrorism. The increase in premium represents an increase in our replacement value as a result of our increased revenue projections related to the new power purchase agreement.

Director DeBoer moved to approve the 2024/2025 insurance policy renewals as presented. Director Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

ITEM #6 Consider Adoption of Resolution TDP 2024-05 approving the Semi-Annual Distribution to Oakdale Irrigation District and South San Joaquin Irrigation District

TRI-DAM PROJECT
RESOLUTION NO. TDP 2024-05
RESOLUTION AUTHORIZING SEMI-ANNUAL
FUND DISTRIBUTIONS

BE IT RESOLVED, that the Board of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District (“Joint Boards” and “Districts”) meeting as the Joint Boards of Directors of the Tri-Dam Project (Project) adopt this Resolution.

WHEREAS, the Joint Boards have adopted Tri-Dam Project Resolution 2022-04, dated February 17, 2022 rescinding and superseding all previous resolutions and,

WHEREAS, the Joint Boards have received and reviewed written information pertaining to the amount of current financial reserves of Tri-Dam Project and,

WHEREAS, the Joint Boards finds that the requirements of Resolution 2022-04 have been met and,

WHEREAS, the Joint Boards finds that funds are being held by Tri-Dam Project that are in excess of the Project’s current and near-term business needs and,

WHEREAS, the Joint Boards finds that such excess funds may be more beneficially applied to District needs and requirements.

NOW THEREFORE, the Joint Boards of Directors hereby finds, determines, declares, orders, and resolves as follows:

1. That the foregoing recitals are true and correct and incorporates them by this reference.
2. Determines that funds in the total amount of \$11,116,705 are available for distribution to the Districts;
3. Directs that such distribution shall be made no later than July 31, 2024.
4. Directs the Tri-Dam Project General Manager to make such distribution, one-half (\$5,558,000) to each District, in a time and manner as is reasonably practical pursuant to the terms of this Resolution.

Director Kamper moved to adopt resolution TDP 2024-05 as presented. Director DeBoer seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

ITEM #7 Consider Approval of CalPERS Unfunded Accrued Liability Payment and Approve Making Payment Annually Without Returning to the Board of Directors for Approval

Director Holbrook moved to approve the lump sum payment of CalPERS unfunded accrued liability for FY 2024/2025 and approve making the payment annually without returning to the Board of Directors for approval providing the Board be notified if there is a big change and an end of period report showing budget vs. paid. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: DeBoer

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

ITEM #8 Consider Approval of 2024 Annual FERC Administrative Fees

Director DeBoer moved to approve as presented. Director Roos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

ITEM #9 Consider Approval to Reclassify the Finance Manager position to an Accounting Supervisor and Subsequent Salary Schedule Adjustment

Director Santos moved to approve the proposed reclassification of the Finance Manager position to an Accounting Supervisor, and approve the job description and compensation as presented. Director Roos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

ITEM #10 Consider Approval of Rocky Mountain Power Services to Re-verify Equipment and Provide an Updated Arc Flash Hazard Program

Summer Nicotero provided background and explained the need to update and implement an Arc Flash Hazard Program which will ensure compliance with safety regulations, but also improves workplace safety by effectively identifying and mitigating arc flash hazards.

Director Santos moved to approve as presented. Director Kamper seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

ITEM #11 Consider Approval of 2023 Audited Financial Statements for year ending 12/31/23

Approval of Tri-Dam Project's 2023 audited financials were based upon the presentation by Sharon Cisneros and Chris Brown from C.J. Brown & Company. Sharon advised the Project's accounting records are clean.

Director Holbrook moved to accept the 2023 audited financials as presented. Director Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

COMMUNICATIONS

ITEM #12 Staff Reports:

A. General Manager, Summer Nicotero

- In addition to her report, Summer added there is a second candidate for the Operations & Maintenance Manager which she will be interviewing tomorrow.

B. Operations Report, Brett Gordon

- No discussion.

C. Maintenance Report, Daniel Hogue

- No discussion.

D. Compliance Report, Tracey McKnight

- No discussion.

ITEM #13 Generation Report

Summer Nicotero advised the report has been modified further and would appreciate any feedback.

ITEM #14 Fisheries Studies on the Lower Stanislaus River

No discussion.

ITEM #15 Directors Comments

Director Holbrook thanked staff, Sharon and OID for completing the audit. Also, maintenance seems to be solidified, please thank them.

Director Roos thanked Summer Nicotero and staff. He also thanked Daniel Hogue for the tours of the Peeled Onion rockslide, Hells Half Acre bypass road and Donnell's Powerhouse is looking good. Excellent job on the drainage work.

Director Tobias thanked staff and Summer Nicotero and stated things are looking good.

Director Santos agreed with all the comments and thanked Summer Nicotero and stated it you was a good choice to bring you on. Tri-Dam is running like a well-oiled machine and solidified.

Director DeBoer agreed with all the comments and advised to keep everyone safe.

Director Orvis agreed with all comments, enjoyed the June meeting interacting with staff and employees show pride in ownership.

President Orvis announced before closed session that the following items would be discussed.

President Orvis recessed to the Tri-Dam Power Authority Board of Commissioners meeting at 9:59 a.m.

The Tri-Dam Project meeting resumed at 10:05 a.m. after the Tri-Dam Power Authority meeting adjourned.

The Board took a brief recess at 10:05 a.m. and convened to Closed Session at 10:20 a.m.

ITEM #13 Closed Session

13. a. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
Government Code § 54956.9(d)(1)
 1. *Lee Tyler et al. v. Oakdale Irrigation; et al.*
Calaveras Superior Court Case No. 17CV42319
 2. *Vera Whittenburg v. Tri-Dam Project, Oakdale Irrigation District, South San Joaquin Irrigation District*
County of San Joaquin Superior Court
Case No. STK-CV-UWT-2023-0013574
- b. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
Significant Exposure to Litigation
Government Code §54956.9(d)(2)
One (1) case
- c. CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Government Code §54656.8
Property: Canyon Tunnel
Agency Negotiator: SSJID General Manager
Negotiating Parties: Mangante, Rancheria Del Rio Estanislau, LLC
Under Negotiation: Price and Terms of Payment of Sale

At the hour of 11:14 a.m., the Board reconvened to open session.

Disclosure of reportable actions taken in Closed Session, pursuant to Government Code Section 54957.1: There were no reportable actions taken in closed session.

ADJOURNMENT

President Orvis adjourned the meeting at 11:15 a.m.

The next regular board meeting is scheduled for August 15, 2024, at the offices of South San Joaquin Irrigation District beginning at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Project

BOARD AGENDA REPORT

Date: 8/15/2024

Staff: Genna Modrell

SUBJECT: Tri-Dam Project July Statement of Obligations

RECOMMENDED ACTION: Approve the July 2024 Statement of Obligations.

BACKGROUND AND/OR HISTORY:

Submitted for approval is the July Statement of Obligations for Tri-Dam Project.

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Project Statement of Obligations

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Project

Statement of Obligations

Period Covered

July 1, 2024 to July 31, 2024

**TRI-DAM PROJECT
STATEMENT OF OBLIGATIONS**

**Period Covered
July 1, 2024 to July 31, 2024**

One-Half Oakdale Irrigation District	\$ 802,483.51
One-Half South San Joaquin Irrigation District	\$ 802,483.51
Total Obligations	<u>\$ 1,604,967.02</u>

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

Thomas D. Orvis

Ed Tobias

Linda Santos

Herman Doornenbal

Brad DeBoer

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

John Holbrook

Dave Kamper

David Roos

Glenn Spyksma

Mike Weststeyn

Each of the undersigned certifies that he is President or Secretary of his respective District;
That the amounts designated above have been properly incurred as an obligation of the Tri-Dam Project; that
checks for payment of said amounts have been drawn on a Tri-Dam Project account at Oak Valley Community
Bank, Sonora, California.

**OAKDALE IRRIGATION DISTRICT
PRESIDENT,**

Thomas D. Orvis

SECRETARY,

Scot A. Moody

Date

**SOUTH SAN JOAQUIN IRRIGATION DISTRICT
PRESIDENT,**

Mike Weststeyn

SECRETARY,

Peter M. Rietkerk

Date

Tri-Dam Project Statement of Obligations

Period Covered
From To
July 1, 2024 to July 31, 2024

<u>Vendor Check Register Report</u>	<u>No. Chks.</u>		<u>Amount</u>
(Please see attached Check Listing)	90	\$	1,402,257.28

Payrolls - Net Charges

<u>Pay Date</u>	<u>Type</u>	<u>Payroll Amount</u>		
3-Jul-24	Payroll	\$ 99,531.77		
18-Jul-24	Payroll	\$ 103,177.97		
Total Net Payroll		\$ 202,709.74	\$	202,709.74

Total Disbursements for the Period	\$ 1,604,967.02
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District Portion~	
Oakdale Irrigation District	\$ 802,483.51
South San Joaquin Irrigation District	\$ 802,483.51
Total Districts	\$ 1,604,967.02

Project

July Checks



Check Number	Vendor No	Vendor Name	Check Date	Description	Amount
ACH	10183	Cal PERS S457 Plan	07/08/2024	EE Retirement Plan	2,008.64
ACH	10815	Cal PERS System	07/08/2024	EE/ER Retirement Plan	19,130.67
ACH	10183	Cal PERS S457 Plan	07/18/2024	EE Retirement Plan	2,369.21
ACH	10815	Cal PERS System	07/18/2024	EE/ER Retirement Plan	19,116.79
ACH	10183	Cal PERS S457 Plan	07/24/2024	EE Retirement Plan	2,369.21
ACH	10815	Cal PERS System	07/24/2024	EE/ER Retirement Plan	19,378.54
ACH	11435	VISA	07/24/2024	Flight/Lodging Brady, Lodging Wearin, Lodging Martens, Safety equip	6,093.33
ACH	10289	Federal Energy Reg. Commission	07/24/2024	Annual Administration Fees	136,214.21
131096	11475	Alley Tree & Landscape	07/03/2024	Sonora & Tulloch Landscaping/Janitorial	5,600.00
131097	11086	Benefit Resource, LLC	07/03/2024		150.00
131098	11459	C & R Royal SVC, Inc.	07/03/2024	Air/fuel/fluid filters, brake pads, bug cleaner, batteries, oil	1,506.45
131099	10935	Data Path, Inc.	07/03/2024	Network Support	3,202.80
131100	10319	General Plumbing Supply Co Inc.	07/03/2024		98.48
131101	10333	Grainger Inc. W. W.	07/03/2024		102.14
131102	10938	Great America Financial Svcs.	07/03/2024		290.46
131103	11049	Hunt & Sons, LLC	07/03/2024		233.42
131104	11169	Liebert Cassidy Whitmore	07/03/2024	Negotiations	12,679.86
131105	11500	JTM Cleaning Co.	07/03/2024		687.50
131106	11293	Microwave Networks, Inc.	07/03/2024	Path Site Survey, Dish Repl.	35,448.00
131107	10466	Mountain Oasis Purified Water LLC	07/03/2024		328.75
131108	11504	Njirich & Sons, Inc.	07/03/2024	Hells Half Acre Road Repair	451,000.00
131109	10168	Petty Cash	07/03/2024		22.00
131110	10535	Pitney Bowes GFS LLC	07/03/2024		237.96
131111	10618	Sierra Motors	07/03/2024		317.71
131112	11495	Western Hydrologic Systems	07/03/2024	Streamgaing	6,250.00
131113	11005	Sonora Lumber Company	07/03/2024		190.80
131114	11343	Tim O'Laughlin, PLC	07/03/2024	Legal Fees	1,450.00
131115	10718	Tractor Supply Credit Plan	07/03/2024		85.75
131116	10740	Tuolumne Utilities District	07/03/2024		959.14
131117	10776	Waste Mgmt of Cal Sierra Inc.	07/03/2024		495.78
131118	10813	ACWA Joint Powers Insurance Authority	07/08/2024	Employee Benefits	50,301.90
131119	10811	IBEW	07/08/2024	Union Dues	1,431.41
131120	10812	Nationwide Retirement Solution	07/08/2024	EE Retirement Plan	5,900.12
131121	10663	Standard Insurance Co.	07/08/2024	Long/Short Term Disability	1,183.93
131122	10811	IBEW	07/18/2024	Union Dues	1,431.41
131123	10812	Nationwide Retirement Solution	07/18/2024	EE Retirement Plan	6,105.92
131124	11523	A. Finkle & Sons, Inc.	07/24/2024	Beardsley Trunion Pin Steel Blanks	7,384.48
131125	11511	Amazon Capital Services, Inc.	07/24/2024		401.00
131126	11182	Apex Safety Supply, Inc.	07/24/2024		555.41
131127	11457	AT&T - CalNet	07/24/2024		242.58
131128	10866	AT&T Teleconference Services	07/24/2024		0.83
131129	11312	Paul and Sandra Bonderson Jr.	07/24/2024	Tulloch Performance Deposit Refund	3,000.00
131130	11392	Ben Brady	07/24/2024	Employee Travel Reimbursement	1,353.77
131131	10154	Calaveras Telephone Co.	07/24/2024		113.93
131132	10184	Clark Pest Control of Stockton	07/24/2024		170.00
131133	10204	Consolidated Electrical Dist.	07/24/2024		157.44
131134	10935	Data Path, Inc.	07/24/2024	Network Support	3,200.00
131135	10250	Downey Brand Attorneys LLD	07/24/2024	Legal Fees	8,109.00
131136	10294	Fishbio	07/24/2024	Fish Studies	19,925.00
131137	11379	Foust Heat Air Refrigeration	07/24/2024		217.50
131138	11410	Free Range Livestock	07/24/2024	Tulloch Performance Deposit Refund	3,000.00
131139	11074	Gannett Flening, Inc	07/24/2024	Dam Safety Support Services, Radial Gate Inspections	22,863.59
131140	11169	Liebert Cassidy Whitmore	07/24/2024	Legal Fees	1,555.67
131141	10879	Lowe's	07/24/2024		522.00
131142	11531	Erika & Mark McEnroe	07/24/2024	Tulloch Performance Deposit Refund	3,000.00
131143	10439	McMaster-Carr Supply Co.	07/24/2024		484.73
131144	10484	New Pig	07/24/2024		154.91
131145	10513	Pacific Gas & Electric - Non Utility	07/24/2024		168.28
131146	11011	Pacific Gas & Electric	07/24/2024	Utilities	3,774.42

131147	11438	Pacific Gas & Electric	07/24/2024		93.26
131148	11472	Pacific Gas & Electric	07/24/2024		390.96
131149	10514	Pacific Gas & Electric	07/24/2024	Utilities	10,738.85
131150	10536	Pitney Bowes Purchase Power	07/24/2024		200.00
131151	11526	Quincy Compressor LLC	07/24/2024	70" Air Filter, Air Dryer, Air Receiver Tank, PRV & Gauge Kit	9,781.36
131152	11519	Rogers, Anderson, Malody & Scott	07/24/2024	Accounting services April & May	12,444.00
131153	10641	Sonora Airco Gas & Gear	07/24/2024		158.22
131154	10012	Strand Ace Hardware	07/24/2024		41.98
131155	11478	Upstream PBC	07/24/2024	Weather Modeling FY 2024-2025	36,315.00
131156	11509	Zoro Tools, Inc.	07/24/2024		191.97
131157	10813	ACWA Joint Powers Insurance Authority	07/24/2024	Employee Benefits	52,939.07
131158	10811	IBEW	07/24/2024	Union Dues	1,431.41
131159	10812	Nationwide Retirement Solution	07/24/2024	EE Retirement Plan	6,170.50
131160	10663	Standard Insurance Co.	07/24/2024	Long/Short Term Disability	1,237.00
131161	11413	AIS Trust Account, DBA Alliant Insurance	07/31/2024	Commercial Property Insurance Renewal FY 24-25	373,941.86
131162	11475	Alley Tree & Landscape	07/31/2024	Landscaping - Sonora Office	1,400.00
131163	11511	Amazon Capital Services, Inc.	07/31/2024	Trash Cans, Keel rollers, EAP supplies, Propane regulator, heat wrap	1,507.57
113164	10068	AT&T Corp - Data Link	07/31/2024		240.00
113165	10227	Del Oro Water Co. Inc.	07/31/2024		849.58
113166	10227	Del Oro Water Co. Inc.	07/31/2024		10.00
131167	10993	Dillon & Murphy Consulting Civil Engineers	07/31/2024	Annual Dam Monitoring Survey, Landward Side of BDM Survey	12,900.00
131168	10319	General Plumbing Supply Co Inc.	07/31/2024	DDM Cottage water heater replacement, Pipe & fittings for Egen	1,065.22
131169	10320	General Supply Co.	07/31/2024		323.82
131170	10632	Slakey Brothers Inc.	07/31/2024		21.04
131171	10933	Smile Business Products	07/31/2024		187.64
131172	11005	Sonora Lumber Company	07/31/2024		57.59
131173	11473	Staples	07/31/2024		248.46
131174	10685	Strange Resource Management	07/31/2024	Western Pond Turtle Habitat & Presence Survey	2,271.12
131175	10749	UPS	07/31/2024		29.42
131176	11258	Verizon	07/31/2024		124.78
131177	11509	Zoro Tools, Inc.	07/31/2024		218.77
					1,402,257.28

BOARD AGENDA REPORT

Date: 8/15/2024
Staff: Katie Patterson

SUBJECT: Canyon Tunnel, Community Outreach

RECOMMENDED ACTION: Receive presentation from staff and consultant on proposed community outreach strategy and timeline for the Canyon Tunnel Project and provide additional staff direction for consideration in plan development.

BACKGROUND AND/OR HISTORY:

The Canyon Tunnel Project is nearing completion of design for construction of a 2-mile segment of tunnel that would convey OID and SSJID diverted water, moving away from use of the upper supply canal, and opting to convey water through a newly constructed tunnel to avoid a hazardous stretch of canal. As such, staff is recommending a community outreach strategy to enhance communication with community members about the construction and timeframe of this project, and to help prepare the community for what to expect from these related activities. Staff is proposing an initial scoping period to help design a fully functional community outreach plan to support ongoing Canyon Tunnel efforts by OID and SSJID.

Task 1 (Situational Assessment - Months 1-2) will cover an assessment in the community with focus groups, interviews and summaries, site tour, and an initial findings report.

Task 2 (Draft Outreach Plan - Month 3-4) will focus on planning and refining efforts through an analysis of focus groups, production of a draft project outreach plan, and an implementation timeline.

Task 3 (Final Outreach Plan – Month 4) will provide for a final outreach plan, a detailed implementation timeline, and a presentation to the Tri-Dam Board estimated to occur in November 2024, for final review and input.

Task 4 (Implementation – Beginning January 2025)

SSJID is proposing to use CV Strategies for this work under an existing Professional Services contract.

FISCAL IMPACT: Task 1-3: Assessment, Plan and Refinement, and Finalized Plan and Presentation: \$35,000.

SSJID Cost Share (72%): \$25,200

OID Cost Share (28%): \$9,800

ATTACHMENTS:

Attachment 1: Letter

Attachment 2: Scope of Work (CV Strategies)

Attachment 3: Cost Menu – Outreach Plan

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

June 30, 2024

Katie Patterson
Public and Government Relations Manager
South San Joaquin Irrigation District
11011 CA-120, Manteca, CA 95336

Dear Ms. Patterson,

Thank you for connecting with us to partner on Tri-Dam Project's critical Canyon Tunnel construction outreach. We would be delighted to inform residents, businesses and stakeholders about potential and ongoing construction impacts, first by building a comprehensive outreach plan followed by collaborative implementation.

We understand that the purpose of this project is to ensure that local residents and stakeholders are informed about construction activities, aiming to reduce disruptions and frustrations during the ongoing project development. CV Strategies is ready to assist the district in enhancing transparency, engaging the public, and effectively disseminating information.

CV Strategies is eager to work with SSJID on identifying goals, priorities and objectives and developing a living document to guide future decision-making for this effort.

CV Strategies is excited to work with you and your team to execute this initiative, harnessing our knowledge of the local community, our understanding of the Canyon Tunnel project and our experience assisting other special districts with large-scale construction.

Please accept this proposal as a suggested scope of work, based on our discussions and a detailed audit of the project. We look forward to your review of the proposal.

Sincerely,



Erin LaCombe
Founder, President
CV Strategies
erin@CVStrat.com | ph: 760.641.0739

Scope of Services

TASK 1 // Situational Assessment

GATHER INPUT AND FEEDBACK, EVALUATING CURRENT OUTREACH EFFORTS TO ESTABLISH A FRAMEWORK FOR THE PROJECT OUTREACH PLAN

In laying the groundwork for the scheduled planning workshops, CV Strategies' team of former journalists and strategic consultants will begin a series of in-depth, individual interviews with impacted stakeholders and SSJID staff to gather the perspective, input and feedback necessary for developing a comprehensive multi-year strategy.

Goals

- » Assess current communications channels
- » Gather candid input from staff and stakeholders
- » Evaluate existing materials
- » Determine the District's needs
- » Identify opportunities for accomplishing goals
- » Establish direction for workshops
- » Lay groundwork for communications plan development

Deliverables

- » Focus groups
- » Interview and focus group summaries
- » Site tour
- » Initial findings report

TASK 1 // Months 1 & 2

Subtask: Kickoff Meeting

Approach

- » Work with staff to identify project expectations and timelines, collect materials for review, and schedule interviews with SSJID and OID staff.

Subtask: Materials Review

Approach

- » Analyze existing outreach channels and other supporting documents, including presentations, technical documents, initiatives, reports, etc.

Subtask: Site Tour

Approach

- » Visit the District to walk the area, noting quality of life impacts, potentially impacted parties and construction site setup.

Subtask: External Stakeholder Focus Groups*Approach*

- » Visit external stakeholder groups regarding their current District relationship, project concerns and goals for the outreach plan as it relates to stakeholder needs.
 - Knight's Ferry Municipal Advisory Council
 - Tri-Dam Board
 - Stanislaus County Supervisor
 - Calaveras County Supervisor
 - Tuolumne County Supervisor
 - Historical Society & Key Community Influencers
 - Tribes, including the Miwok people

Subtask: Communications Poll*Approach*

- » Conduct a brief poll identifying stakeholder communication preferences to ensure each targeted message reaches its audience.

Subtask: Summarize Interviews*Approach*

- » Produce a clear, concise findings document with highlights from interviews and focus groups that will also serve as a blueprint for guiding the plan.

TASK 2 // Draft Outreach Plan

ENGINEER A TARGETED, COMPREHENSIVE PLAN TO GUIDE SSJID PROJECT OUTREACH AND ENGAGEMENT.

CV Strategies will analyze the results of the outreach planning focus groups and interviews, taking into account the concerns and suggestions of all the stakeholders. Our staff will leverage their years of experience helping organizations in this arena to develop an effective outreach plan that will guide communication efforts over the next several years of the project.

We will consult with the District's leadership on the success of the focus groups and synthesize all of these components into a draft version of the outreach plan. Our team will provide regular updates to leadership on the progress of the draft and will be available for consultation, as needed. A draft of the project outreach plan will be submitted by a previously approved date and presented to the full Board.

Goals

- » Develop an outreach plan that articulates objectives, strategies, and related execution methods
- » Establish a timeframe and success metrics
- » Establish future project engagement trajectory for the District

Deliverables

- » Focus group analysis
- » Draft outreach plan
- » Implementation timeline

TASK 2 // Month 3-4**Subtask: Evaluation of Findings***Approach*

- » Based on research and feedback in the outreach planning focus groups, define the District's project communication goals for future decision-making and tactic development.

Subtask: Draft Outreach Plan*Approach*

- » Write and design an outreach plan based on stakeholder feedback and best practices. The plan will contain the organization's project communication goals as defined in the planning process, as well as objectives and strategies to reach those goals. In addition, key performance indicators will be established to create a measure for success. Care will be taken to ensure the plan aligns with and leverages the District's mission, vision, and other plans.

Subtask: Implementation Timeline*Approach*

- » The blueprint for plan execution will focus on strategies and tactics to reach specified goals and key performance indicators, coordinating planning efforts throughout the organization.

TASK 3 // Final Outreach Plan

SYNTHESIZE EDITS, INPUT AND FEEDBACK TO CREATE A FINAL PLAN THAT SERVES AS A BLUEPRINT FOR DISTRICT PROJECT COMMUNICATION OVER THE NEXT FEW YEARS.

Upon completion of this project, CV Strategies will present a final document, which is intended to be referenced frequently for effective communications by SSJID. Once the report is reviewed and edited for accuracy, consistency and compliance, and based on organizational feedback, the CV Strategies' management team will submit a final version on or before the leadership-approved date.

This plan will be designed to serve as a living document, to be consulted and updated as needed. It will establish performance indicators to help the District assess its progress and that of its staff and leadership. CV Strategies will make an oral presentation to leadership, stakeholders or others as directed to describe the final assessment results and outreach recommendations.

Goals

- » Incorporate District feedback into the final plan
- » Hone the presentation of the District's project communications goals, strategies, and initiatives
- » Establish a smart, forward-thinking community engagement roadmap for the project

Deliverables

- » Final outreach plan document
- » Detailed timeline
- » Related presentation

TASK 3 // Month 4**Subtask: Final Plan***Approach*

- » Using feedback obtained throughout the process, CV Strategies will author a custom, multi-year project outreach plan for the District that will thoroughly describe goals, outreach priorities, communications objectives, tactics, ad buy recommendations, resource requirements and key performance indicators.

Subtask: Finalized Implementation Schedule*Approach*

- » This approach will monitor progress toward communications milestones by detailing regular meetings for delivery of updates and progress. It is crucial at this stage to hold staff responsible for achieving their assigned tasks on time and adjusting the plan as necessary.

Subtask: Presentations*Approach*

- » CV Strategies will deliver the final plan at a scheduled meeting, complete with visuals and responses to questions about the planning process.

TASK 4 // Implementation

PLEASE REVIEW ATTACHED BREAKDOWN FOR OPTIONS

Professional Services

OUTREACH STRATEGY	DELIVERABLES	ESTIMATE
Task 1 // Assess	<ul style="list-style-type: none"> » Focus groups » Interviews summaries » Site tour » Initial findings report 	\$17,000
Task 2 // Plan & Refine	<ul style="list-style-type: none"> » Focus group analysis » Draft Project Outreach Plan » Implementation Timeline 	\$11,000
Task 3 // Finalize & Present	<ul style="list-style-type: none"> » Final Outreach Plan » Detailed Implementation Timeline » Presentation 	\$5,000
Contingencies	<ul style="list-style-type: none"> » For additional incidentals, printing and travel expenses 	\$2,000
Subtotal		\$35,000
Project Outreach Plan Total Not to Exceed		\$35,000
Implementation Costs and Not to Exceed		Please view attached breakdown

..... Rates for Communication Services

- » President – \$240/hour
- » Vice-President – \$225/hour
- » Account Manager/Specialist – \$185/hour
- » Design/Video/Photography – \$165/hour
- » Translation – \$125/hour
- » Support Staff – \$100/hour

..... Terms & Compensation

Either party may end this agreement by providing written notice to the other party. In the event of termination, CV Strategies shall be paid for all hours and expenses accrued up to the date of termination.

Hard costs incurred by CV Strategies will be billed to the client with a nominal service charge of 10% (not to exceed \$250 per item). This includes all anticipated hard costs such as printing, mailing, photography, video, advertising, etc. Required travel mileage will be billed at the published IRS rate.

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

..... Agreed & Approved

 Name

 Signature

 Title

 Date

Branding	Develop a campaign look	Hours	Service Cost Estimate	Hard Costs (Not to Exceed)	Basic	Expanded	Comprehensive
Nameplate	Create a nameplate that visually represents the campaign.	12	\$2,220		\$2,220	•	•
Tagline	Craft a compelling slogan that captures the essence of the campaign.	3	\$555		\$555	•	•
Infographics	Develop clear, easy-to-understand infographics that can be used across the collateral. Topics include: • Facility Plan Overview • Potential Consequences • Increasing impact	20	\$3,700		\$3,700	•	•
Additional Design Elements	Gather/create additional components to support campaign efforts, such as fonts, icons, photography, etc.	6	\$1,110		\$1,110	•	•

Internal & Partner Communication	Maintain ongoing communication and updates with staff and partner organizations.	Hours	Service Cost Estimate	Hard Costs (Not to Exceed)	Basic	Expanded	Comprehensive
Staff Updates	Update staff on the campaign and new regulations via staff meetings, internal newsletter, etc. Provide access to collateral pieces. (Meeting monthly, and as needed)	36	\$6,660		\$6,660	•	•
Staff Training	Train appropriate staff on key messages and collateral. Ensure field staff have collateral on hand. (support/facilitate 1 staff training session)	15	\$2,775	\$750	\$3,525	•	•
Internal Progress Updates	Provide quarterly progress updates to leadership and Tri-Dam Board.	50	\$9,250		\$9,250	•	•
Partner Updates	Continuously communicate with partners and the overall stakeholder community. Provide collateral pieces as appropriate.	15	\$2,775		\$2,775	•	•
Build Campaign Partnerships	Reach out to potential partners to discuss joint campaign efforts. Partnership opportunities could apply to multiple campaign tactics. Explore partnership opportunities such as events and leveraging existing collateral.	20	\$3,700	\$500		\$4,200	•
Leverage Existing Resources	Evaluate and use partner resources and third-party messaging to supplement campaign.	15	\$2,775		\$2,775	•	•
Project Management	Meet regularly with project team ensuring messaging alignment with overall progress	60	\$11,100		\$11,100	•	•

Outreach Tactics & Tools	Create tools and conduct various activities to meet the goals of the campaign.	Hours	Service Cost Estimate	Hard Costs (Not to Exceed)	Basic	Expanded	Comprehensive
Webpage/website	Develop engaging website content that educates visitors, leveraging videos and general information. Consider developing a microsite. (Timeline - Take credit for what's happened)	60	\$9,900	\$396		\$10,296	•
Message Deck Update	Update Board Message Deck with additional key messages.	3	\$495	\$100	\$595	•	•
Fact Sheets	Develop fact sheet.	12	\$1,980	\$2,500		\$4,480	•
Pocket Guide	Leverage fact sheet to develop pocket guides for Board and staff.	10	\$1,650	\$500		\$2,150	•
Newsletter	Quarterly Newsletter Template	36	\$6,660				\$6,660
Community Workshops	Host community workshops (4)	60	\$11,100	\$3,300	\$3,975	\$7,450	\$14,400
Community Events	Compile a list of potential community events to attend. Develop an interactive booth and hand out collateral.	8	\$1,320	\$2,500		\$3,820	•
Video Update	Recommend Annual Update	30	\$4,950			\$4,950	•
YouTube	Ensure video updates is shared on SSJID's You Tune channel. Use channel as a platform to share videos on SSJID's social media accounts and website.	0	\$0			\$0	•
Social Media Campaign	Develop a comprehensive social media campaign across all SSJID platforms. Use hashtags and encourage local officials and partners to share information. Share partner agency resources and information.	60	\$9,900	\$250		\$10,150	•

Media Strategy	Engage local media. Develop media advisory/invite. Explore additional opportunities and build ongoing relationships.	15	\$2,775		\$2,775	•	•
Translation	Translate materials as appropriate.	50	\$6,250				\$6,250
Crisis Communications	Holding statement, social media post, press management	24	\$4,680		\$4,680	•	•
Sign Messages	Provide message bank for traffic signage	6	\$1,170		\$1,170	•	•
Immediate Contact Resources	Identify critical communication avenues and protocol including hotline, email address and online form	12	\$2,340	\$4,200		\$6,540	•
Magnet	Design magnet with key contact information including hotline, email address and microsite	4	\$780	\$250		\$1,030	•
Ad Buy	Oakdale Leader, Manteca Bulletin, KCRA, Escalon Times, Modesto Bee	12	\$2,220	\$25,000		\$12,220	\$27,220
Groundbreaking	Includes event management, stakeholder invitation, media relations, program, giveaway, press release, food & beverage, hard hats, events, photographer & video production, restrooms	75	\$14,625	\$15,000			\$29,625
NOT-TO-EXCEED TOTALS			\$129,415	\$55,246	\$56,865	\$120,176	\$184,661

Tri-Dam Project Canyon Tunnel

August 15, 2024

CV STRATEGIES

We are a modern, forward-thinking full-service agency.

The CV Strategies Nexus



**WE KNOW
PUBLIC
AGENCIES.**



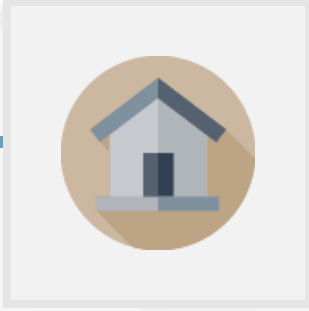
**WE KNOW
THE
REGION.**



**WE ARE
SKILLED
STORYTELLERS.**



**WE THINK
HOLISTICALLY.**



**WE DO ALL
OUR WORK
IN HOUSE.**

We do all our work IN HOUSE.



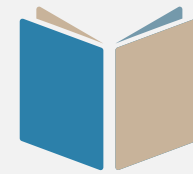
**Strategic
Counsel**



**Legislative
Support**



**Media
Relations**



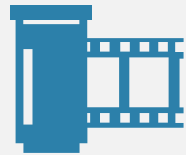
**Collateral
Development**



**Design
Services**



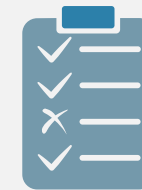
**Community
Meetings**



**Photography &
Video Services**



Training



**Surveys &
Analysis**



Translation

Our Approach



Assess



Plan



Implement



Evaluate



Situational Assessment

In laying the groundwork for the scheduled planning workshops, CV Strategies' team of former journalists and strategic consultants will begin a series of in-depth, individual interviews with impacted stakeholders and SSJID staff to gather the perspective, input and feedback necessary for developing a comprehensive multi-year strategy.

Goals

Assess current communications channels

Gather candid input from staff and stakeholders

Evaluate existing materials

Determine the District's needs

Identify opportunities for accomplishing goals

Establish direction for workshops

Lay groundwork for communications plan development

Deliverables

Focus groups

Interview and focus group summaries

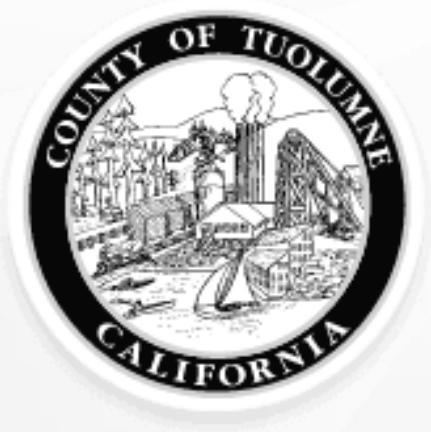
Site tour

Initial findings report

Initial Insights – Knight's Ferry



Initial Insights – Other Stakeholder Groups



Draft Outreach Plan

CV Strategies will analyze the results of the outreach planning focus groups and interviews, taking into account the concerns and suggestions of all the stakeholders. Our staff will leverage their years of experience helping organizations in this arena to develop an effective outreach plan that will guide communication efforts over the next several years of the project.

Goals Develop an outreach plan that articulates objectives, strategies, and related execution methods

Establish a timeframe and success metrics

Establish future project engagement trajectory for the District

Deliverables Focus group analysis

Draft outreach plan

Implementation timeline

Final Outreach Plan

Upon completion of this project, CV Strategies will present a final document, which is intended to be referenced frequently for effective communications by SSJID and project supporters. Once the report is reviewed and edited for accuracy, consistency and compliance, and based on organizational feedback, the CV Strategies' management team will submit a final version on or before the leadership-approved date.

Goals

Incorporate District feedback into the final plan

Hone the presentation of the District's project communications goals, strategies, and initiatives

Establish a smart, forward-thinking community engagement roadmap for the project

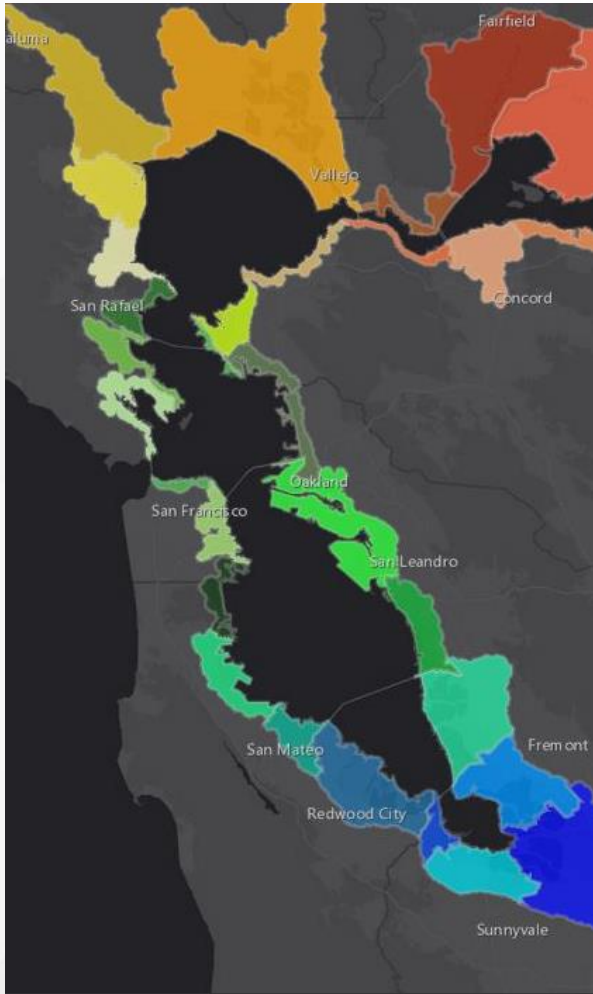
Deliverables

Final outreach plan document

Detailed timeline

Related presentation

Implementation Plan – Branding Options



Create a nameplate that visually represents the campaign

Craft a compelling slogan that captures the essence of the campaign

Develop clear, easy-to-understand infographics that can be used across the collateral

- Facility Plan Overview
- Potential Consequences
- Increasing Impact

Gather/create additional components to support campaign efforts, such as fonts, icons, photography, etc.

Implementation Plan – Internal & Partner Communication

Update staff on the campaign and new regulations via staff meetings, internal newsletter

Train appropriate staff on key messages and collateral

Provide quarterly progress updates to leadership and Tri-Dam Board

Continuously communicate with partners and the overall stakeholder community

Reach out to potential partners to discuss joint campaign efforts

Evaluate and use partner resources and third-party messaging to supplement campaign

Meet regularly with project team ensuring messaging alignment with overall progress

Implementation Plan – Outreach Tactics & Tools

Develop engaging website content that educates visitors, leveraging videos and general information

Update Board Message Deck with additional key messages

Develop fact sheet

Leverage fact sheet to develop pocket guides for Board and staff

Reach out to potential partners to discuss joint campaign efforts

Quarterly Newsletter Template

Host community workshops

Develop an interactive booth and hand out collateral

Recommend Annual Video Update

Develop fact sheet

Ensure video updates is shared on SSJID's You Tube channel

Develop a comprehensive social media campaign across all SSJID platforms

Engage local media

Translate materials as appropriate

Holding statement, social media post, press management

Provide message bank for traffic signage

Identify critical communication avenues and protocol including hotline, email address and online form

Design magnet with key contact information including hotline, email address and microsite

Ad Buy: Oakdale Leader, Manteca Bulletin, KCRA, Escalon Times, Modesto Bee

Facilitate Groundbreaking



Disadvantaged Communities Comment Consideration

Communications Channel	Target Audience
Facebook, Instagram, Twitter, Website	General public with computer access
Eblast (Constant Contact)	Key Stakeholders
Press Release	Media – Local Media Outlets
Print ads	General public without computer access
Digital ads	General public without computer access
Handout	DACs – Distributed to the library and other local businesses

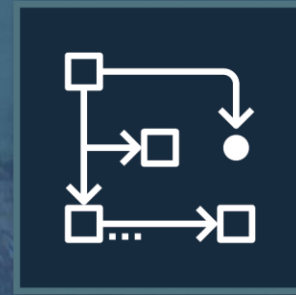
The CV Strategies Advantage



HOLISTIC
ATTITUDE



COLLABORATIVE
PROCESS



CUSTOMIZED
APPROACH



LEADING
EXPERTS

BOARD AGENDA REPORT

Date: 8/15/2024
Staff: Summer Nicotero

SUBJECT: Stanislaus-San Joaquin Native Fish Studies Presentation - FishBio

RECOMMENDED ACTION: Stanislaus-San Joaquin Native Fish Studies Presentation - FishBio

BACKGROUND AND/OR HISTORY:

FISCAL IMPACT:

ATTACHMENTS: None

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Stanislaus and San Joaquin Fisheries Update



**Tri-Dam Project Board
Meeting**
August 15, 2024

**Presenters: Andrea Fuller and
Matt Peterson**

Overview

- Publications
- *O. mykiss* studies
- Predation study





Publications

- Stock-Recruit Models
 - Presented results in January
 - Manuscript in preparation
- Striped Bass Occupancy Paper
 - Present all year and in spawning/rearing reach
 - Combined with diet data, found that striped bass may limit overall salmon production
 - To be published in September



O. mykiss Studies

- USBR and USFWS studies
 - Weir to resume early September
 - Movement tracking
 - Genetics
 - Origin analysis
- Annual *O. mykiss* census



Predation Program Update

- Stanislaus WIIN Act Study
 - Coordination with NMFS and CDFW ongoing
 - Final reporting timeline set
 - Development of final report materials (first draft due December 1)
- Joint data analyses with San Joaquin River study

Longitudinal variation in consumption of predators, prey, and predation

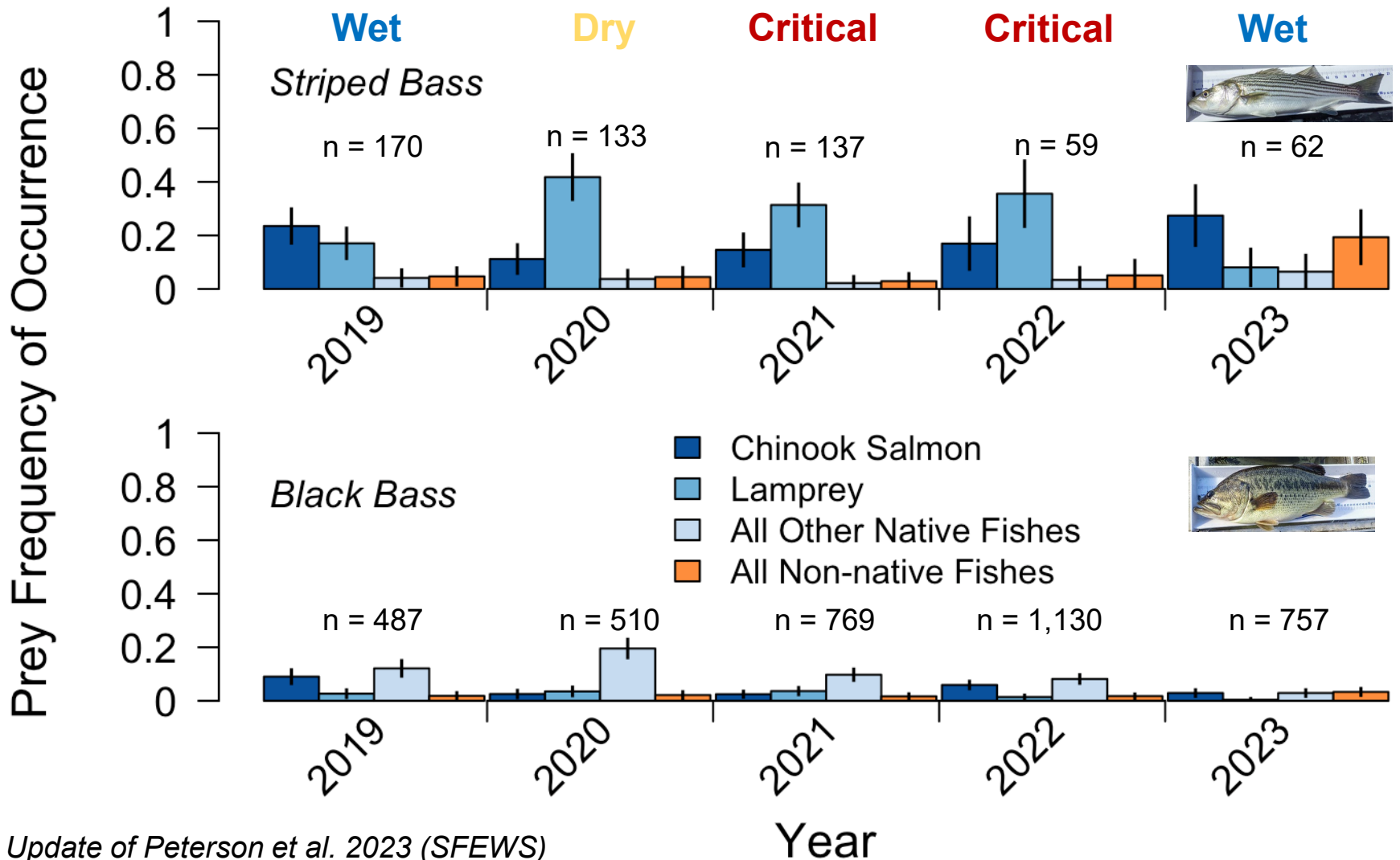
Project update, high-level findings, and next steps



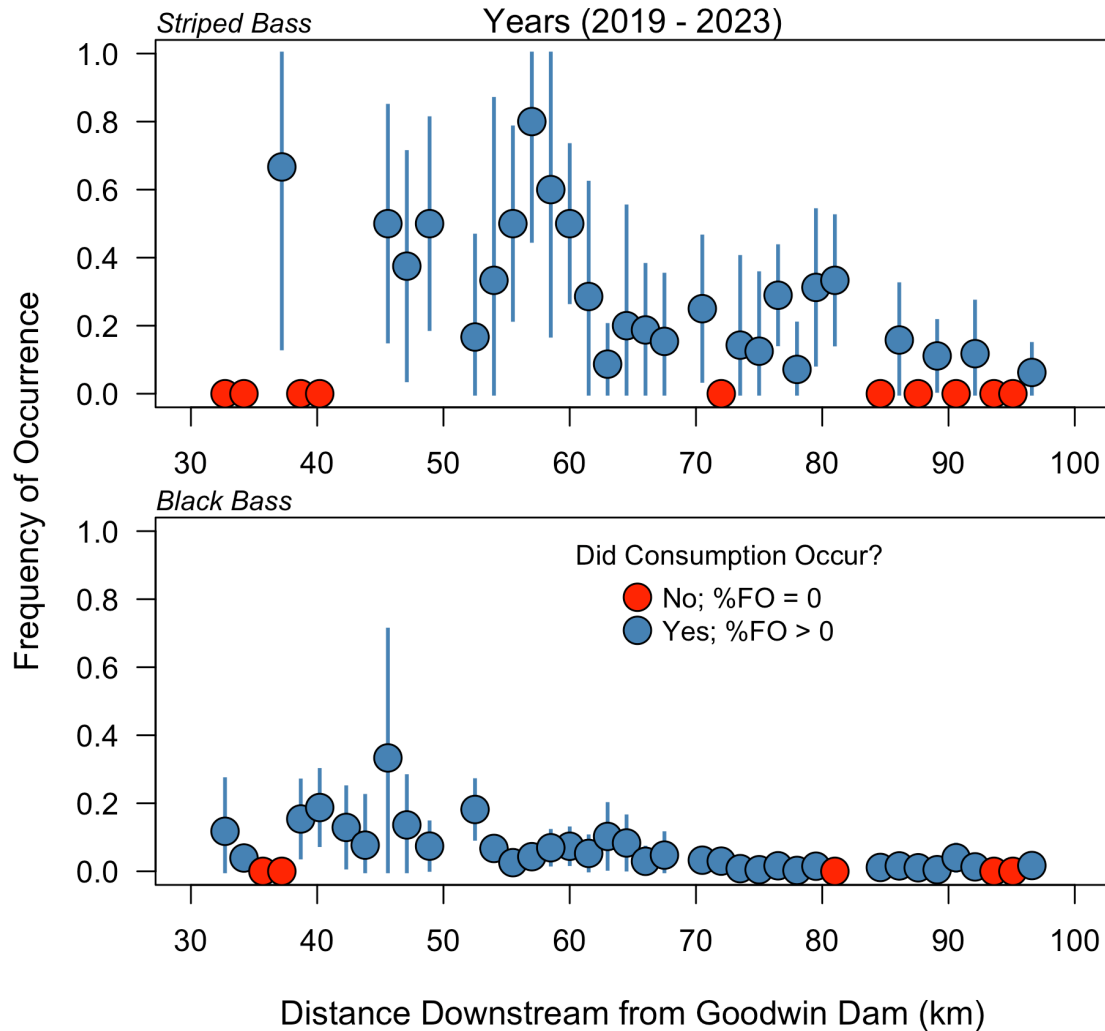
Tri-Dam Project Board Meeting
August 15, 2024

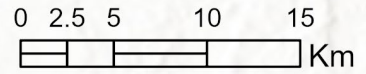
Presenter: Matt Peterson
Co-Authors: Dana Lee, Tyler Pilger, Tara Lamb, Jason Guignard, and Andrea Fuller

Dietary Composition in Stanislaus River

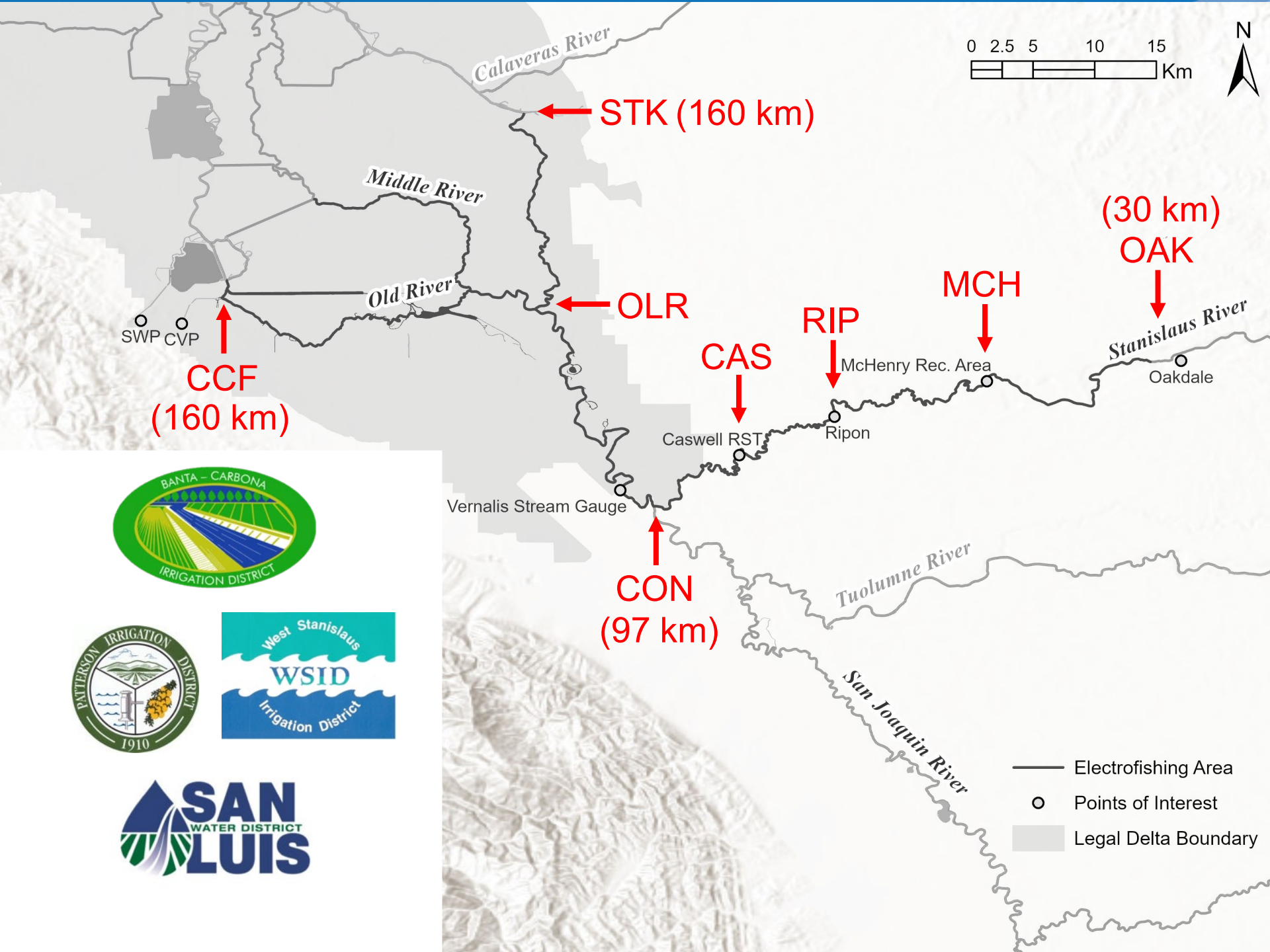


Where Does Predation Occur?





- Electrofishing Area
- Points of Interest
- Legal Delta Boundary



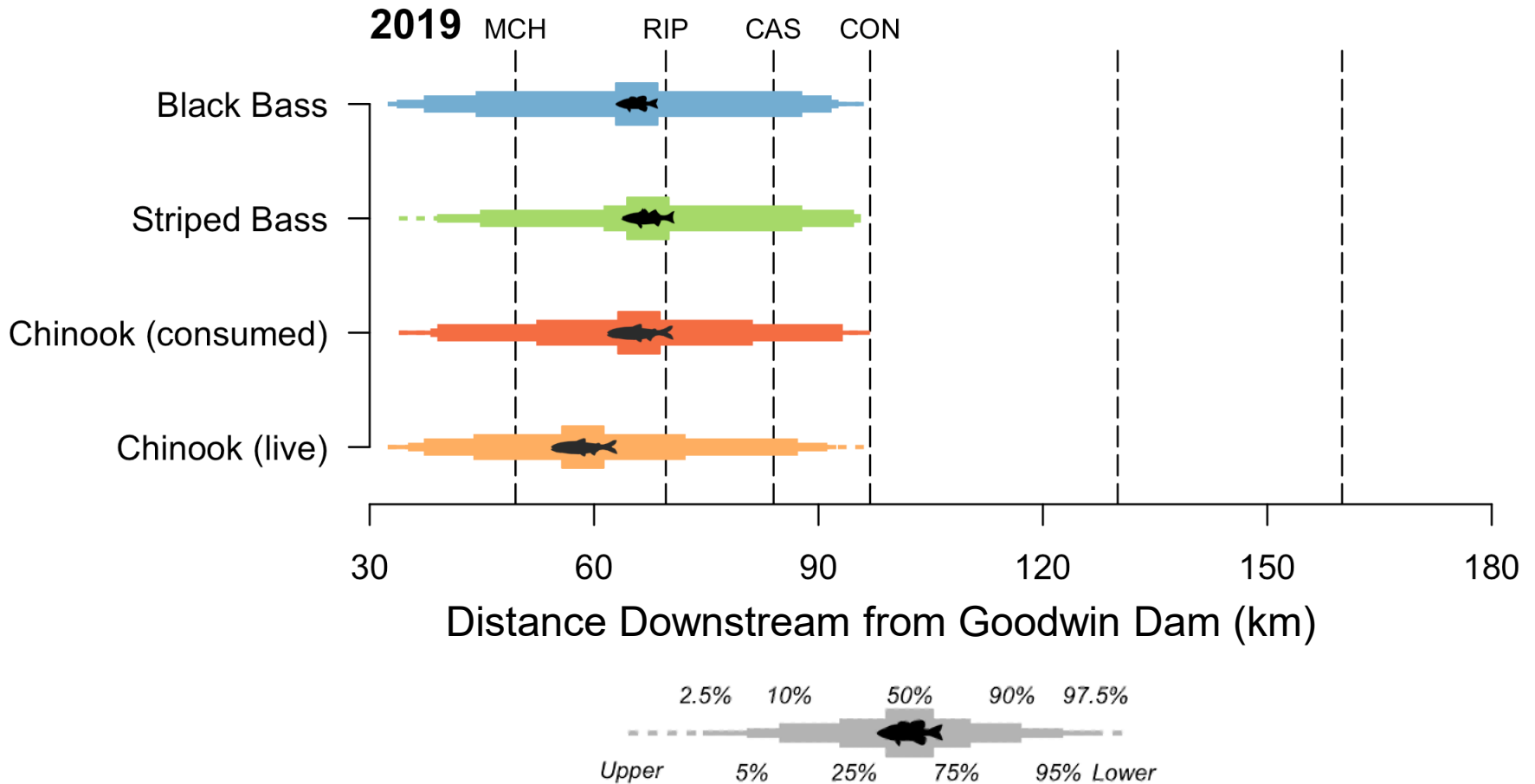
Objectives

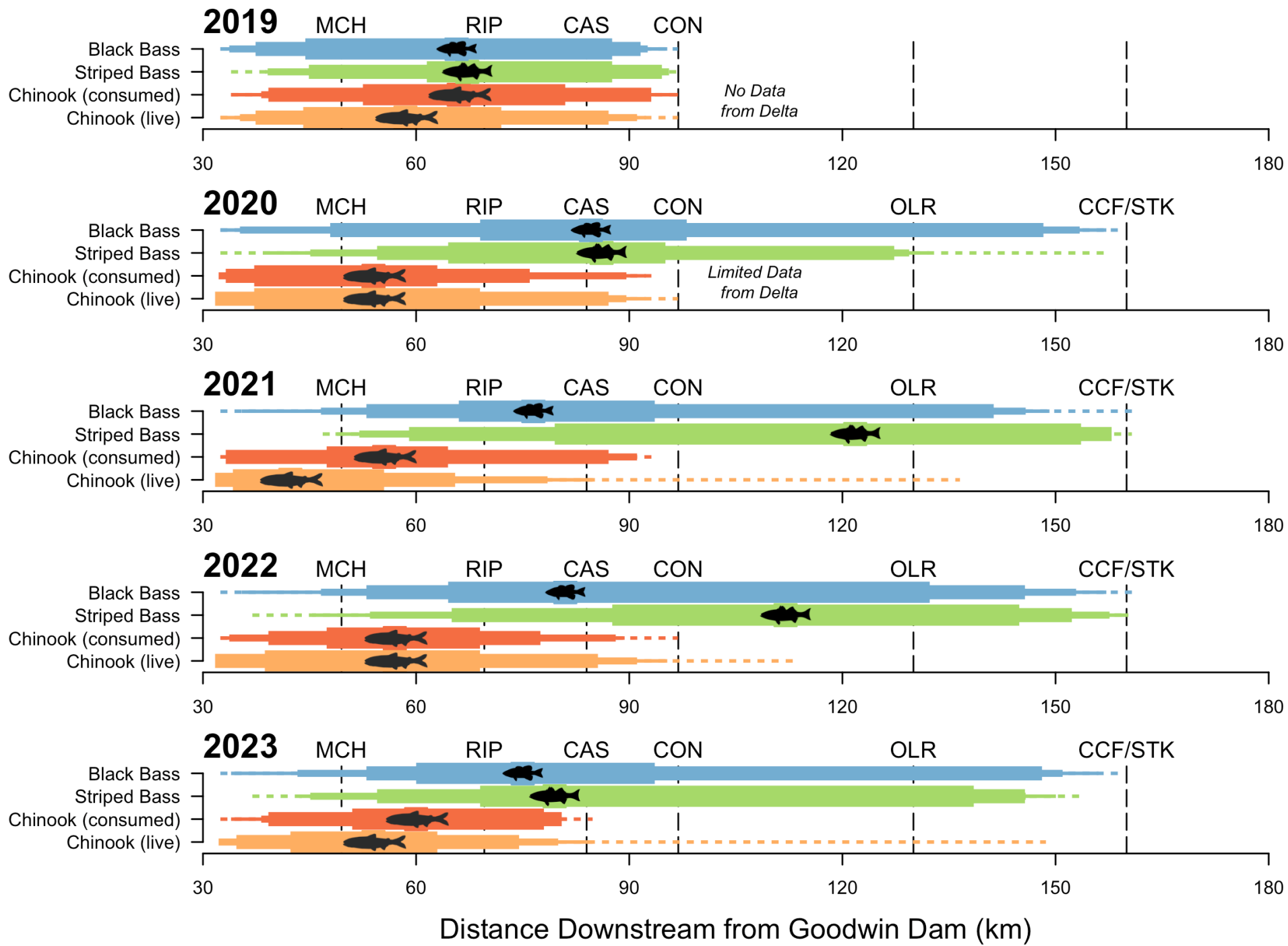
1. Describe observed patterns in predatory fishes and juvenile Chinook salmon
2. Describe observed patterns where predation occurred
3. Model consumption probabilities on juvenile Chinook salmon across broad study reach



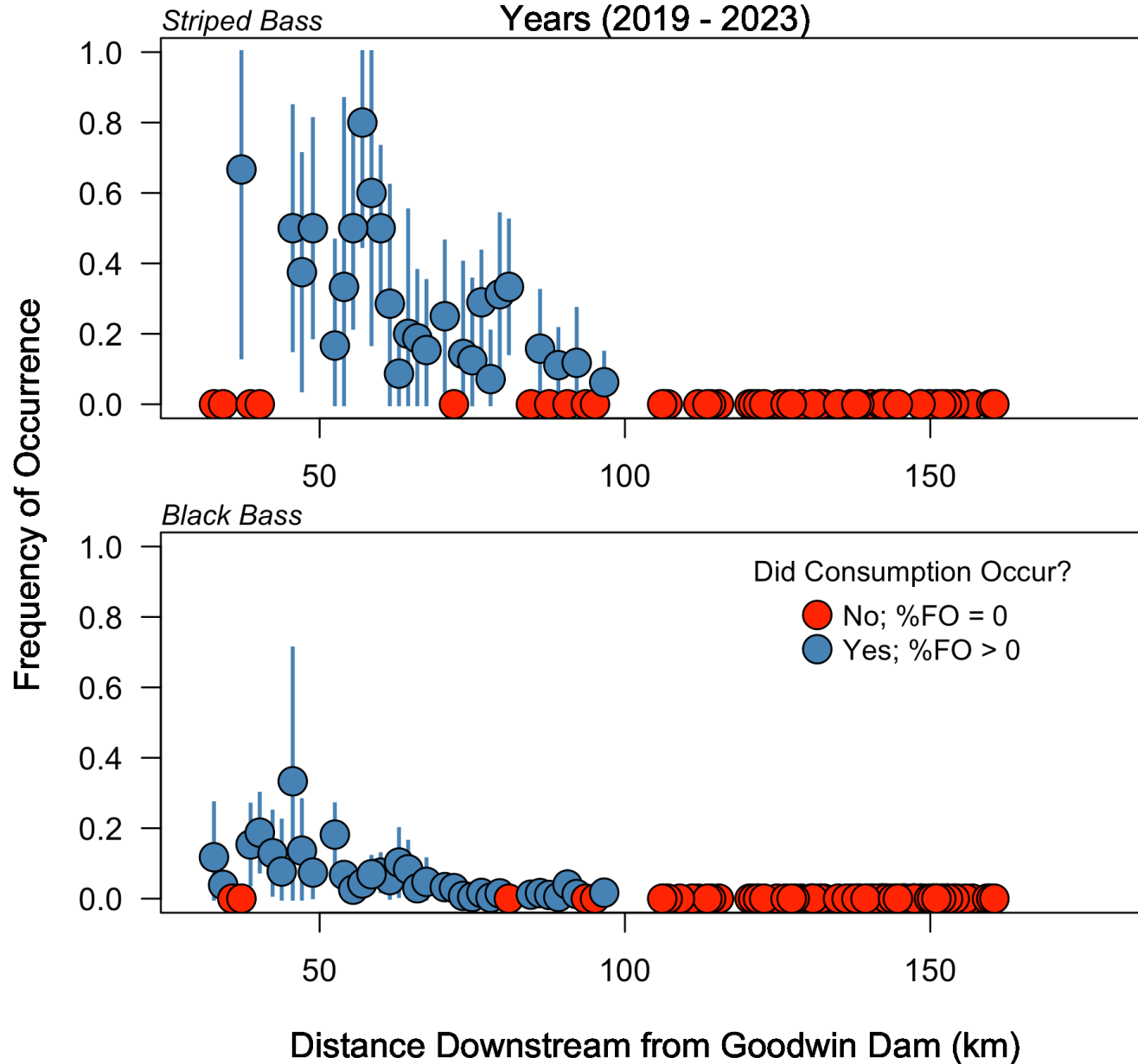
Objective 1: Predator and Prey Distributions

← Stanislaus River (2019 – 2023) → ← San Joaquin River and South Delta (2020 – 2023) →

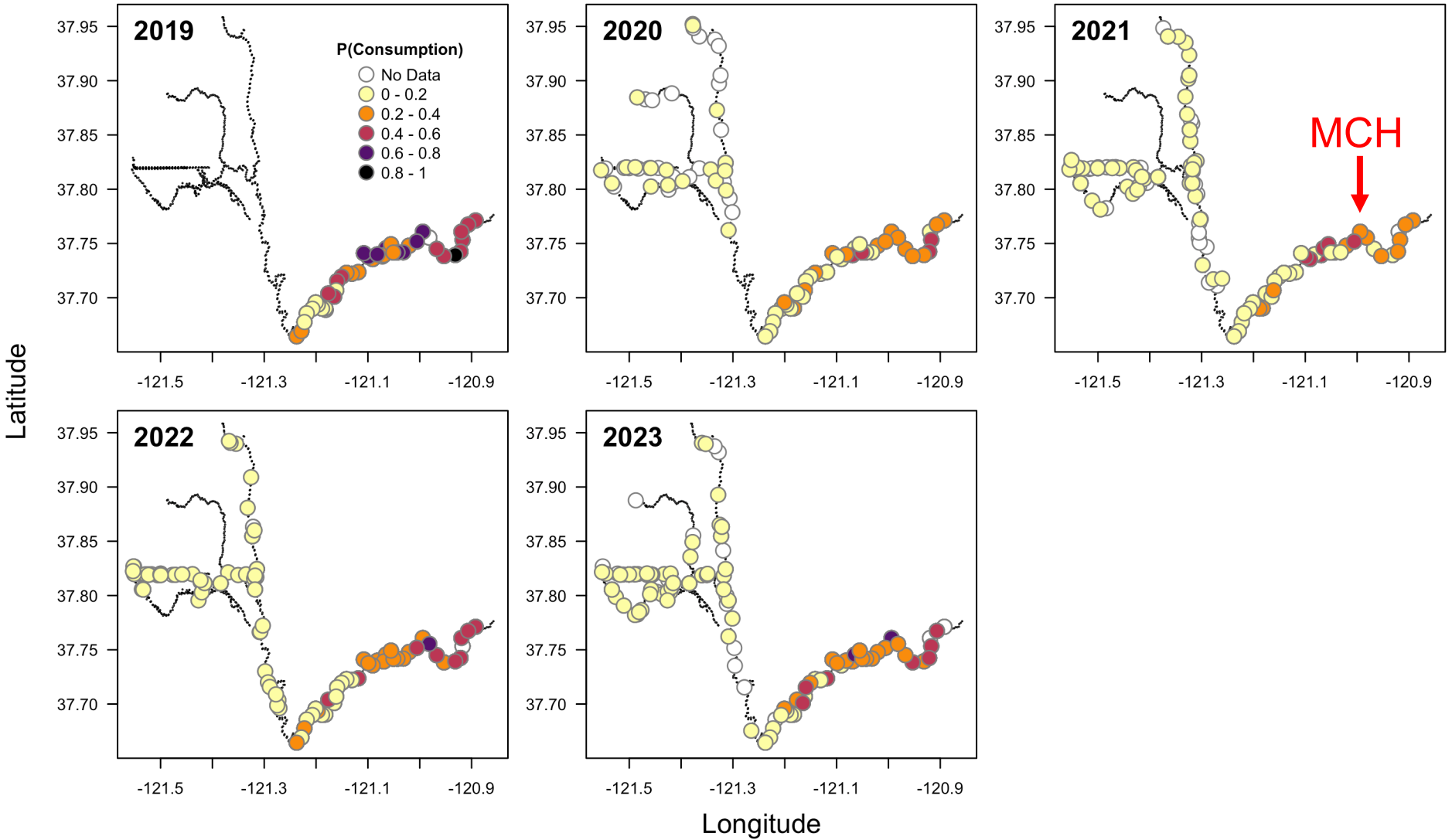




Objective 2: Longitudinal Diet Patterns



Objective 3: Model Consumption Probabilities



Summary

- Objective 1 – Observed patterns in predators and prey
 - Distribution of predatory fishes > juvenile Chinook salmon
- Objective 2 – Where are juvenile Chinook salmon consumed?
 - Nearly all juvenile Chinook salmon predation occurs in Stanislaus River and not in the San Joaquin River
- Objective 3 – Consumption Probabilities
 - Highest ‘risk’ for salmon in upper sections of study reach, especially from McHenry Recreation Area to Ripon
 - Inform future habitat restoration and/or removal efforts



Next Steps

- Finish data analyses and manuscript by January 2025
- Presentations at Bay Delta Science Conference in October on both projects
- Annual Conference at ACWA
 - Present findings from this joint study
 - Coordinate and collaborate with other interested stakeholders to develop a more regional program to study non-native predators and their impacts

Questions?

Matt Peterson

mattpeterson@fishbio.com

530.892.9686



FISHBIO

Oakdale, California

Chico, California

Santa Cruz, California



Acknowledgements

Agency partners: **NMFS** – Barbara Byrne, Amanda Cranford, Cyril Michel, Monica Gutierrez, Meiling Colombano, Andrew Hein, Maria Rea, Charlotte Ambrose, Steve Lindley, Eric Danner, Erin Strange; **CDFW** – Rob Titus, Steve Tsao, Ryan Kok, Ryon Kurth, Jonathon Nelson, and Leslie Alber

Field, lab, and office assistance: Shaara Ainsley, Michael Hellmair, Patrick Cuthbert, Jeremy Pombo, John Montgomery, Jack Eschenroeder, Jim Inman, Chrissy Sonke, Mike Kersten, Brian Slusher, Garth Jaehnig, Rob Fuller, Earl Fuller, Logan Douglas, Scott Stocker, Rick Biedenweg, Graham Buggs, Ian Herzberger, Ben Griffith, Steve Clark, Dee Thao, Erin Loury, Miguel Ibarra, and Garret Muniain and many others; **Cal Poly Humboldt** – Andrew Kinziger, Doyle Coyne, Ian Butler, and Tyler McCraney

Funding: Stanislaus River - Oakdale and South San Joaquin Irrigation Districts; San Joaquin River – Patterson ID, Banta Carbona ID, West Stanislaus ID, and San Luis Water District



BOARD AGENDA REPORT

Date: August 15, 2024
Staff: Summer Nicotero

SUBJECT: Power TG SCADA Software Renewal Licenses and Services

RECOMMENDED ACTION: Approve 2 year Licensing and Service Agreement with Siemens Industry, Inc.

BACKGROUND AND/OR HISTORY:

Tri-Dam's SCADA (Supervisory Control and Data Acquisition) system was purchased from Siemens Industry, Inc. It allows operations to access actionable operational data and also manage remote equipment. SCADA is a powerful control system that is designed to collect, analyze, and visualize data from all Tri-Dam's remote equipment.

This agreement provides for the continued software licenses, as well as software patches (as necessary), and additional hardware and software support.

Staff recommends entering into a 2-year agreement for a total cost of \$53,200.

FISCAL IMPACT: \$53,200 (\$26,600 per year) Included in 2024 budget

ATTACHMENTS: Siemens Proposal for Renewal through 2025

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



Spectrum Power TG for Windows
 NETWORK MANAGEMENT SYSTEM FOR:
 Tri-Dam Power Authority
 SSA Renewal - 1 Oct 2024 - 30 Sep 2025

Quote: S24-015Qr1
 Date: 22-Jul-2024
 Valid for: 45 days
 Delivery Schedule: 360 days ARO
 Payment Terms: 30 days Net
 Delivery FCA: Foster City, CA

LIST OF DELIVERABLES

Item	Description	Price - USD
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1	Power TG Software Renewal Licenses and Services Project Management System Engineering Support Dual Host SCADA License (qty 1) TG Consoles (Workstations) (qty 1)	\$26,600
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Options *

2 Year - From 10/1/24 to 9/30/26	\$53,200
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Notes

- A. *As an option you can select 2 year contract terms at the quoted annual rate. Annual contracts are subject to cost escalation, with a multi-year commitment you can lock in the current rate for up to 2 years. We will invoice the annual fee each year on the anniversary date of your contract.
- B. Siemens standard software service and support contract provides all applicable software updates (patches and service releases) during the term of the service. This service includes unlimited telephone technical consultation, unlimited access to our Customer Support web site and on-line problem reporting facility (<http://tgsprs.siemens-emis.com/SPRs>), and remote factory diagnostic support at mutually scheduled times. In addition, new features that may be offered as add-on products for your system will be available at the Upgrade licensing rate if purchased during the term of the service. Onsite technical support is available on a mutually agreeable schedule at our standard field service rates. Third party software (Microsoft Windows, Microsoft SQL Server, etc) upgrades and system hardware are not included in the standard service and support contract. All services under this contract are subject to the attached Terms and Conditions and the provisions of your existing Spectrum Power TG System software license.
- C. Please send a copy of the purchase order to norbert.rix@siemens.com

Terms and Payment Schedule

<u>Payment Schedule</u>	
Milestones	%
Contract Signing	100%

Terms & Conditions
 per attached Siemens Industry, Inc.
 Standard Terms & Conditions of Sale

Spectrum Power TG for Windows
NETWORK MANAGEMENT SYSTEM FOR:
Tri-Dam Power Authority
SSA Renewal - 1 Oct 2024 - 30 Sep 2025

Quote: S24-015Qr1
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LIST OF DELIVERABLES

Item	Description	Price - USD
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CONFIDENTIAL INFORMATION

This proposal, including all of its attachments, exhibits, appendices, etc. ("Proposal"), is provided "as-is" for your evaluation of Siemens Industry, Inc. ("Siemens") as the provider of work discussed therein and contains information that is confidential to and solely owned by Siemens. Your acceptance, viewing or storage of this Proposal is an acknowledgment of a confidential relationship between you and Siemens. We require that this Proposal be returned or destroyed when no longer required for the purpose identified herein. This Proposal and any information obtained from this Proposal may not be re-produced, transmitted, disclosed or otherwise used, in whole or in part, without the prior written authorization of Siemens.

The above terms supersede any click-wrap or other terms not expressly set forth in a signed agreement between the parties covering the Proposal. All such click-wrap or other terms are expressly rejected by Siemens.

STANDARD TERMS AND CONDITIONS OF SALE FOR SIEMENS JOINT PRODUCT AND SERVICES OFFERING

1. **APPLICABLE TERMS.** This Agreement governs the sale and performance of equipment, components, parts and materials ("Products") and services provided by Siemens ("Services"). Collectively this Agreement may refer to the joint offering as "Siemens Products and Services". The Standard Terms Addenda, these terms, any other applicable addenda, Siemens' proposal, price quote, purchase order or acknowledgement issued by Siemens form the parties' final agreement ("Agreement"). In the event of any ambiguity or conflict between these documents, precedence shall apply in accordance with the order written in the previous sentence. Siemens' proposal, offer or acceptance is conditioned on Buyer's acceptance of this Agreement. Any additional or conflicting terms in Buyer's request for proposal, specifications, purchase order or any other written or oral communication are not binding on Siemens unless separately signed by Siemens. Siemens' failure to object to Buyer's additional or conflicting terms does not operate as a waiver of the terms contained in this Agreement.

2. **PRICING & PAYMENT.** Prices and payment terms are: (i) as stated in Siemens' proposal, or if none are stated; (ii) Siemens' standard rates in effect when Siemens receives Buyer's purchase order. If neither (i) nor (ii) apply, then Siemens' standard rates for Services shall be those in effect at the time Siemens renders the services and Siemens' rates for Products shall be those in effect at the time of shipment.

(a) Payment – Unless stated in Siemens' proposal, all payments are due net thirty (30) days from the invoice date in United States Dollars.

(b) Credit Approval – All orders are subject to credit approval by Siemens. Siemens may modify, suspend or withdraw the credit amount or payment terms at any time. If there is doubt as to Buyer's financial condition, Siemens may withhold manufacturing and/or shipment of Product and performance of Services, require cash payments or advance payments, or require other satisfactory financial security before manufacturing and/or shipment of Product and performance of Services.

(c) Taxes – Unless stated in writing by Siemens, Siemens' rates exclude charges for taxes, excises, fees, duties or other government charges related to the Siemens Products and Services. Buyer will pay these amounts or reimburse Siemens. If Buyer claims a tax or other exemption or direct payment permit, Buyer will provide a valid exemption certificate or permit and indemnify, defend and hold Siemens harmless from any taxes, costs and penalties arising from same. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

(d) Late Payments – Late payments shall bear interest at an annual percentage rate of twelve percent (12%) or the highest rate allowed by law, whichever is lower.

(e) Disputed Invoice – If Buyer disputes all or any portion of an invoice, it must first deliver written notice to Siemens of the disputed amount and the basis for the dispute within twenty-one (21) days of receiving the invoice. Failure of Buyer to timely notify Siemens of any dispute constitutes a waiver of Buyer's claim. If Buyer only disputes a portion of the invoice Buyer must pay the undisputed portion in accordance with Article 2(a). Upon resolution of the dispute in favor of Siemens, Buyer must pay the invoice or the remainder of the invoice, plus any accrued interest on the late payment.

(f) Suspension/Termination Right – Siemens may suspend Services and manufacturing and/or shipment of Product if an undisputed invoice is more than fifteen (15) days past due. Siemens may terminate this Agreement if an undisputed invoice is more than thirty (30) days past due. Unless otherwise prohibited by law, Siemens may also terminate this Agreement immediately in the event of a material adverse change in the Buyer's financial condition, including, but not limited to bankruptcy, insolvency, or liquidation.

(g) Installment Shipment of Product – Where Products are delivered in shipments or only part of a shipment fails to comply with this Agreement, the Buyer may only reject the non-compliant portion. Buyer will separately pay for each shipment. If Siemens holds or stores Products for Buyer, it shall do so at Buyer's sole risk and expense.

(h) Shipping, Packing and Handling of Product – Unless stated in writing by Siemens, Siemens' prices exclude charges for freight, unloading, storage, insurance, taxes, excises, fees, duties or other government charges related to the Products. Buyer will pay these amounts or reimburse Siemens. Siemens' prices include the costs of its standard domestic packing only. Any packing deviation, including U.S. Government sealed packing, will be charged to Buyer. Increases, changes (including in application), adjustments or surcharges which may be incurred are for Buyer's account.

3. RISK OF LOSS AND SCHEDULE OF SERVICES. Services shall be performed at the location identified in the Agreement ("Site"). Risk of loss of or damage to Buyer's equipment, including "Equipment" (equipment, materials, components and items of any kind for which Siemens is to provide Services under the Agreement), shall remain with Buyer at all times during the performance of the Services hereunder. If Buyer procures or has procured property damage insurance applicable to occurrences at the Site, Buyer shall obtain a waiver by the insurers of all subrogation rights against Siemens.

Any performance or completion dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet any such dates.

4. DELIVERY; TITLE; RISK OF LOSS OF PRODUCTS. Products will be delivered F.O.B. Siemens point of shipment with title and risk of loss or damage passing to Buyer at that point. Buyer is responsible for all transportation, insurance and related expenses. The related expenses shall include any taxes, duties or documentation fees. Siemens may make partial shipments. Any shipping, delivery and installation dates are estimated dates only. Siemens is not liable for any loss or expense incurred by Buyer or Buyer's customers if Siemens fails to meet its delivery schedule.

5. TRANSPORTATION AND STORAGE OF PRODUCTS. (a) When Products are ready for shipment, Siemens will: (i) inform Buyer, and Buyer will then promptly give shipping instructions to Siemens; (ii) determine the method of transportation and shipment routing; and (iii) ship the Products with freight prepaid by normal transportation. If Buyer fails to provide timely shipping instructions, Siemens will ship the Products by normal transportation means to Buyer or to a storage location selected by Siemens. Buyer will pay or reimburse any excess transportation charges for special or expedited transportation.

(b) If Products are placed into storage, delivery occurs and risk of loss transfers to Buyer when the Products are placed on the carrier for shipment to the storage location. If the Products are to be stored in the facility where manufactured, delivery occurs and risk of loss transfers to Buyer when placed in the storage location.

Buyer will pay all Siemens' storage expenses, including but not limited to, preparation for and placement into storage, handling, freight, storage, inspection, preservation, maintenance, taxes and insurance, upon receipt of an invoice(s) from Siemens. When conditions permit and upon payment to Siemens of all amounts due, Buyer must arrange, at its expense, to remove the Products from storage. Buyer bears the risk of loss, damage or destruction to Products in storage.

6. CANCELLATION. Buyer may cancel this Agreement at any time on thirty (30) days written notice. Buyer shall have no right to defer shipment of Product. Except for Siemens right to terminate in accordance with Article 2, either party may terminate this Agreement for material breach of the other party, provided that the breaching party has not remedied the breach or commenced to cure the breach within a reasonable period, having due regard to the nature of the breach. In the event of a termination or cancellation, unless the Agreement includes a defined termination or cancellation schedule, Buyer is liable for cancellation charges, including without limitation: (i) the full price for any completed Siemens Products and Services; (ii) the allocable portion of the price as determined by Siemens for any partially completed Siemens Product and Services, including reasonable overhead and profit, (iii) reasonable demobilization costs, and (iv) payments due to subcontractors which cannot be: (1) cancelled without any payment obligation; or (2) refunded.

7. FORCE MAJEURE / DELAYS. If either party is unable to perform or suffers delay in performance, due to any cause beyond its reasonable control (regardless of whether the cause was foreseeable), including without limitation acts of God, inclement or unusually severe weather conditions, strikes, labor shortage or disturbance, fire, accident, war or civil disturbance, delays of carriers, cyber-attacks, terrorist attacks, failure of normal sources of supply, or acts or inaction of government, the time of performance will be extended by a period equal to the length of time it takes to overcome the effect of the event. In addition, Siemens shall be entitled to be compensated by Buyer for reasonable and direct additional costs of Service incurred during such event. Siemens will notify Buyer within a reasonable time after becoming aware of any such event. If there are force majeure delays exceeding 180 days in the aggregate, Siemens may terminate the Agreement pursuant to Article 4. Failure to pay shall not constitute a force majeure delay.

8. BUYER'S REQUIREMENTS. Siemens' performance is contingent upon Buyer timely complying with and fulfilling all of its obligations under this Agreement. These obligations include the Buyer supplying all necessary access to Equipment and Products, where applicable, and all required "Third Party Parts" (parts, components, equipment or materials provided by Buyer or that exist in the Equipment which were not manufactured or supplied by Siemens or which

were originally supplied by Siemens and subsequently repaired, serviced or otherwise altered by any party not affiliated with Siemens), documents, permits and approvals needed for Siemens to perform including, but not limited to, accurate technical information and data, drawing and document approvals, and all necessary commercial documentation. Buyer shall provide access to the Site as reasonably required by Siemens for the performance of the Services. Siemens may request a change order for an equitable adjustment in prices and times for performance, as well as to adjust for any additional costs or any delay resulting from the failure of Buyer, Buyer's contractors, successors or assigns to meet these obligations or any other obligations in this Agreement.

Buyer shall also maintain the Site in a safe condition, notify Siemens promptly of any site conditions requiring special care, and provide Siemens with any available documents describing the quantity, nature, location and extent of such conditions, including any Material Safety Data Sheets (MSDS) related to all hazardous materials at the Site which may impact the Siemens Products and Services.

9. INDEMNITY. Siemens and Buyer (each as an "Indemnitor") shall indemnify, hold harmless and defend the other ("Indemnitee") from and against all third party claims alleging bodily injury, death or damage to a third party's tangible property, but only to the extent caused by the Indemnitor or its subcontractor's negligent acts or omissions. If the injury or damage is caused by the parties' joint or contributory negligence, the loss and/or expenses shall be borne by each party in proportion to its degree of negligence. No part of Buyer's Site or other property of Buyer (or Site Owner) is considered third party property.

Indemnitee shall provide the Indemnitor with prompt written notice of any third party claims covered by this Article. Indemnitor has the unrestricted right to select and hire counsel, and the exclusive right to conduct the legal defense and/or settle the claim on the Indemnitee's behalf. Indemnitee shall not make any admission(s) which might be prejudicial to Indemnitor and shall not enter into a settlement without the express permission of Indemnitor.

10. WARRANTIES.

(a) *Warranties.* Siemens warrants that: (i) it will perform the Services in a professional and workmanlike manner; (ii) each Product is free from defects in material and workmanship; (iii) each Product materially conforms to Siemens specifications that are attached to, or expressly incorporated into this Agreement; and (iv) at the time of delivery, Siemens has title to each Product free and clear of liens and encumbrances (the "**Warranties**"). The Warranties do not apply to software furnished by Siemens. The sole and exclusive warranties for any software are set forth in the applicable Software License/Warranty Addendum.

(b) *Remedies.* If the Services or Product fail to meet the warranty standards set forth in Article 10(a) within the applicable Warranty period defined in Article 10(c), and Buyer promptly reports such non-conformance to Siemens during the above mentioned Warranty period, Siemens shall at its own expense as Buyer's sole and exclusive remedies for breach of the Warranties: (i) for Services, re-perform the relevant Services or, in Siemens' sole discretion, refund Buyer the pro rata portion of the fees paid to Siemens under this Agreement allocable to the nonconforming Services; and (ii) for Product, at Siemens' discretion, repair or replace the Product, or its non-conforming parts, within a reasonable time period, or refund of all or part of the purchase price. The warranty on repaired or replaced Product, Services or parts is limited to the remainder of the original Warranty period.

Unless Siemens agrees otherwise in writing, Buyer will be responsible for any costs associated with: (i) gaining access to the Product or Services; (ii) removal, disassembly, replacement, installation, or reinstallation of any equipment, materials or structures to permit Siemens to perform its warranty obligations; (iii) transportation to and from the Siemens factory or repair facility; and (iv) damage to equipment components or parts resulting in whole or in part from non-compliance by the Buyer with Article 10(d) or from their deteriorated condition. All exchanged Products replaced under this Warranty will become the property of Siemens.

(c) *Warranty Period.* Buyer must provide written notice of any claims for breach of the Warranties by: (i) for Services, within three (3) months from completion of the Services; and (ii) for Product, the earlier of twelve (12) months from initial operation of the Product or eighteen (18) months from shipment. Additionally, absent written notice within the applicable Warranty period, any use or possession of the Product or Services after expiration of the applicable Warranty period is conclusive evidence that the applicable Warranties have been satisfied.

(d) *Conditions to the Warranties.* The Warranties are conditioned on: (i) no repairs, modifications or alterations being made to the Product and Equipment other than by Siemens or its authorized representatives; (ii) Buyer handling, using, storing, installing, operating and maintaining the Product and Equipment in compliance with any parameters or instructions in any specifications attached to, or incorporated into this Agreement, (iii) or in the absence of such conditions, parameters or instructions or to the extent not applicable, in accordance with the generally accepted industry standards applicable in the locale where the Services are being performed and having regard to the nature of the Product and Services; (iv) Buyer discontinuing use of the Product and Equipment after it has, or should have had knowledge of any defect in the Product or Equipment; (v) Buyer providing Siemens with reasonable access to operating and maintenance data as requested by Siemens, (which may include secure broadband connection). Without expense to Siemens, Buyer shall provide to Siemens and Siemens' subcontractors and their respective employees and agents on a twenty four (24) hours a day, seven (7) days a week basis, access to the Site, and each unit, including rights of way and easements required for safe access of such persons and equipment, as well as, to the extent applicable, online access to the Site, including to an installed remote monitoring system and to all units, as necessary to permit Siemens to perform the Services; (vi) Buyer providing prompt written notice of any warranty claims within the Warranty Period; (vii) at Siemens' discretion, Buyer either removing and shipping Product or Equipment or non-conforming part thereof to Siemens, at Buyer's expense, or granting Siemens reasonable access to Products or Equipment to assess the warranty claims; (viii) Product and Equipment not having been subjected to accident (including force majeure), alteration, abuse or misuse; and (ix) Buyer not being in default of any payment obligation. Buyer shall provide, without cost to Siemens, access to the nonconformity by disassembling, removing, replacing and reinstalling any Equipment, materials or structures to the extent necessary to permit Siemens to perform its warranty obligations.

(e) *Exclusions from Warranty Coverage.* The Warranties do not apply to (i) any product not supplied by Siemens; (ii) any Third Party Parts or Equipment; or (iii) to services not performed by Siemens pursuant to this Agreement. Siemens will have no liability to Buyer under any legal theory for such products, Third Party Parts, Equipment, services or any related assignment of warranties. Any Product that is described as being experimental, developmental, prototype, or pilot is specifically excluded from the Warranties and is provided to Buyer "as is" with no warranties of any kind. Normal wear and tear is excluded, including any expendable items that comprise part of the Product (such as fuses, light bulbs and lamps). Siemens does not warrant or guarantee that any Product will be secure from cyber threats, hacking or similar malicious activity. Products that are networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Buyer and/or end user against unauthorized access.

(f) *Transferability.* The Warranties are only transferable during the warranty period and only to the Product's initial end-user.

(g) THE WARRANTIES IN THIS ARTICLE 10 ARE SIEMENS' SOLE AND EXCLUSIVE WARRANTIES AS TO SIEMENS PRODUCTS AND SERVICES AND ARE SUBJECT TO THE LIMITS OF LIABILITY IN ARTICLE 11 BELOW. SIEMENS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING AND USAGE OF TRADE.

11. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, SIEMENS IS NOT LIABLE, WHETHER BASED IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL OR EQUITABLE THEORY, FOR: LOSS OF USE, REVENUE, SAVINGS, PROFIT, INTEREST, GOODWILL OR OPPORTUNITY, LOSS OF PRODUCTION, COSTS OF CAPITAL, COSTS OF REPLACEMENT OR SUBSTITUTE USE OR PERFORMANCE, LOSS OF INFORMATION AND DATA, LOSS OF POWER, VOLTAGE IRREGULARITIES OR FREQUENCY FLUCTUATION, CLAIMS ARISING FROM BUYER'S THIRD PARTY CONTRACTS, OR FOR ANY TYPE OF INDIRECT, SPECIAL, LIQUIDATED, PUNITIVE, EXEMPLARY, COLLATERAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE.

SIEMENS' MAXIMUM LIABILITY UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE RECEIVED BY SIEMENS UNDER THIS AGREEMENT.

BUYER AGREES THAT THE EXCLUSIONS AND LIMITATIONS IN THIS ARTICLE 11 WILL PREVAIL OVER ANY CONFLICTING TERMS AND CONDITIONS IN THIS AGREEMENT AND MUST BE GIVEN FULL FORCE AND EFFECT

WHETHER OR NOT ANY OR ALL SUCH REMEDIES ARE DETERMINED TO HAVE FAILED OF THEIR ESSENTIAL PURPOSE. THESE LIMITATIONS OF LIABILITY ARE EFFECTIVE EVEN IF SIEMENS HAS BEEN ADVISED BY BUYER OF THE POSSIBILITY OF SUCH DAMAGES. THE WAIVERS AND DISCLAIMERS OF LIABILITY, RELEASES FROM LIABILITY AND LIMITATIONS ON LIABILITY EXPRESSED IN THIS ARTICLE 11 EXTEND TO SIEMENS' AFFILIATES, PARTNERS, PRINCIPALS, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES, SUBCONTRACTORS, AGENTS AND SUCCESSORS AND ASSIGNS OF SIEMENS.

IN THE EVENT THAT PHYSICAL LOSS OR DAMAGE TO THE BUYER'S PROPERTY RESULTS FROM THE FAILURE OF A PORTION OF THE SIEMENS PRODUCTS AND SERVICES TO CONFORM TO ITS RESPECTIVE WARRANTY DURING THE APPLICABLE WARRANTY PERIOD SIEMENS' LIABILITY SHALL IN NO CASE EXCEED SIEMENS' OBLIGATION TO PERFORM THE REMEDIES SPECIFIED IN ARTICLE 10, AS APPLICABLE, WHICH SIEMENS WOULD HAVE HAD TO PERFORM IF SUCH REMEDY HAD BEEN CARRIED OUT IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE PHYSICAL LOSS OR DAMAGE.

12. PATENT AND COPYRIGHT INFRINGEMENT.

Siemens will, at its own option and expense, defend or settle any suit or proceeding brought against Buyer based on an allegation that any processes performed by Siemens in connection with the Siemens Products and Services constitutes an infringement of any Patent Cooperation Treaty ("PCT") country member's patent or misappropriation of a third party's trade secret or copyright in the country where the Buyer's Site is located. Buyer will promptly give Siemens written notice of the suit or proceeding and the authority, information, and assistance needed to defend the claims. Siemens shall have full and exclusive authority to defend and settle such claim and will pay the damages and costs awarded against Siemens in any suit or proceeding so defended. Buyer shall not make any admission(s) which might be prejudicial to Siemens and shall not enter into a settlement without Siemens' consent. If and to the extent any process performed by Siemens in connection with the Siemens Products and Services as a result of any suit or proceeding so defended is held to constitute infringement or its use by Buyer is enjoined, Siemens will, at its option and expense, either: (i) procure for Buyer the right to continue using said process; (ii) replace it with substantially equivalent non-infringing process; or (iii) modify the process so it's use is non-infringing.

Siemens will have no duty or obligation under this Article 12 if the process is: (i) performed according to Buyer's design or instructions and compliance therewith has caused Siemens to deviate from its normal course of performance; (ii) modified by Buyer or its contractors after performance; or (iii) combined by Buyer or its contractors with devices, methods, systems or processes not furnished hereunder and by reason of said design, instruction, modification, or combination a suit is brought against Buyer. In addition, if by reason of such design, instruction, modification or combination, a suit or proceeding is brought against Siemens, Buyer must protect Siemens in the same manner and to the same extent that Siemens has agreed to protect Buyer under this Article 12.

THIS ARTICLE 12 IS AN EXCLUSIVE STATEMENT OF SIEMENS' DUTIES AND BUYER'S REMEDIES RELATING TO PATENTS, TRADE SECRETS AND COPYRIGHTS, AND DIRECT OR CONTRIBUTORY INFRINGEMENT THEREOF.

13. CONFIDENTIALITY.

(a) Both during and after the term of this Agreement, the parties will treat as confidential all information obtained from the disclosing party and all information compiled or generated by the disclosing party under this Agreement for the receiving party, including but not limited to business information, the quotation, the Agreement, processes and procedures, know-how, methods and techniques employed by Siemens in connection with the Siemens Products and Services, technical data, drawings, flow charts, program listings, software code, and other software, plans and projections. Neither party may disclose or refer to the Siemens Products and Services to be performed under this Agreement in any manner that identifies the other party without advance written permission. Except for security surveillance, the observing or recording of the Siemens Products and Services or any part thereof, whether by photographic, video or audio devices or in any other manner is prohibited. In the event any such prohibited observation or recording occurs, Siemens may (in addition to any other legal or equitable rights and remedies) stop the Services until Siemens has satisfied itself that the prohibited conduct has ceased, and in such event (a) the date of delivery or time for performance will be extended by a period of time which Siemens determines necessary and (b) Buyer will reimburse Siemens for Siemens' and its Suppliers' additional costs and expenses resulting from such delay, including but not limited to any for demobilization or remobilization. Unless required by appropriate governmental authorities, neither party shall, without the prior written

consent of the other party, issue any public statement, press release, publicity hand-out or other material relating to the Siemens Products and Services performed or installed on Buyer's Site or Equipment. However, Siemens has the right to share confidential information with its affiliate and subcontractors provided those recipients are subject to the same confidentiality obligations set forth herein.

(b) Nothing in this Agreement requires a party to treat as confidential any information which: (i) is or becomes generally known to the public, without the fault of the receiving party; (ii) is disclosed to the receiving party, without obligation of confidentiality, by a third party having the right to make such disclosure; (iii) was previously known to the receiving party, without obligation of confidentiality, which fact can be demonstrated by means of documents which are in the possession of the receiving party upon the date of this Agreement; or (iv) was independently developed by receiving party or its representatives, as evidenced by written records, without the use of discloser's confidential information, or (v) is required to be disclosed by law, except to the extent eligible for special treatment under an appropriate protective order, provided that the party required to disclose by law will promptly advise the originating party of any requirement to make such disclosure to allow the originating party the opportunity to obtain a protective order and assist the originating party in so doing.

(c) It is Siemens' policy not to unlawfully or improperly receive or use confidential information, including trade secrets, belonging to others. This policy precludes Siemens from obtaining, directly or indirectly from any employee, contractor, or other individual rendering services to Siemens confidential information of a prior employer, client or any other person which such employee, contractor, or individual is under an obligation not to disclose. Buyer agrees to abide by this policy.

(d) Siemens shall retain all intellectual property rights in the Siemens Products and Services, works, Siemens' documents, processes, Siemens' confidential information, and any design information and/or documents made by (or on behalf of) Siemens. Upon receipt of all fees, expenses and taxes due in respect of the relevant Siemens Products and Services, Siemens grants to the Buyer a non-transferable, non-exclusive, royalty-free license to copy, use and communicate Siemens' documents for the sole purpose of operation and maintenance of the facility upon which the Siemens Products and Services have been performed.

14. COMPLIANCE WITH LAWS. The parties agree to comply with all applicable laws and regulations.

15. CHANGES IN SIEMENS PRODUCTS AND SERVICES. No change will be made to the scope of Siemens Products and Services unless Buyer and Siemens agree in writing to the change and any resulting price, schedule or other contractual modifications. If any change to any law, rule, regulation, order, code, standard or requirement impacts Siemens' obligations or performance under this Agreement, Siemens shall be entitled to a change order for an equitable adjustment in the price and time of performance.

16. NON-WAIVER. Any waiver by a party of strict compliance with this Agreement must be in writing, and any failure by the parties to require strict compliance in one instance will not waive its right to insist on strict compliance thereafter.

17. MODIFICATION OF TERMS. These terms may only be modified by a written instrument signed by authorized representatives of both parties.

18. ASSIGNMENT. Neither party may assign all or part of this Agreement, or any rights or obligations under this Agreement without the prior written consent of the other; but either party may assign its rights and obligations, without recourse or consent to, any parent, wholly owned subsidiary or affiliate or affiliate's successor organization (whether as a result of reorganization, restructuring or sale of substantially all of a party's assets). However, Buyer shall not assign this Agreement to a competitor of Siemens; an entity in litigation with Siemens; or an entity lacking the financial capability to satisfy Buyer's obligations. Any assignee expressly assumes the performance of any obligation assigned. Siemens may grant a security interest in this Agreement and/or assign proceeds of this Agreement without Buyer's consent.

19. APPLICABLE LAW AND JURISDICTION. This Agreement is governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is excluded. BOTH SIEMENS AND BUYER KNOWINGLY, VOLUNTARILY AND IRREVOCABLY WAIVE ALL RIGHTS TO A JURY TRIAL IN ANY ACTION OR PROCEEDING RELATED IN ANY WAY TO THIS AGREEMENT. Each party agrees that claims and disputes arising out of this Agreement must be decided exclusively in a federal or state court of competent jurisdiction located in a state in which either Buyer or

Siemens maintains its principal place of business. Each party submits to the personal jurisdiction of such courts for the purpose of litigating any claims or disputes.

20. SEVERABILITY. If any provision of this Agreement is held invalid, illegal or unenforceable, the remaining provisions will not in any way be affected or impaired. A court may modify the invalid, illegal or unenforceable provision to reflect, as closely as possible, the parties' original intent.

21. EXPORT/IMPORT COMPLIANCE. Buyer acknowledges that Siemens is required to comply with applicable export/import laws and regulations relating to the sale, export, import, transfer, assignment, disposal and use of the Products and information provided in the performance of the Services, including any export/import license requirements. Buyer agrees that such goods or information shall not at any time directly or indirectly be used, exported, imported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with any export/import laws and regulations. Siemens' continuing performance hereunder is conditioned on compliance with such export/import laws and regulations at all times.

22. NUCLEAR. In the event the Siemens Products and Services provided under the Agreement are to be used in or performed at or are connected with in any manner a nuclear installation, the following conditions shall apply:

(a) Buyer's Insurance:

(i) If Buyer procures property damage insurance applicable to occurrences at the Site and third party non-nuclear liability insurance, or either of such types of insurance, such insurance will name Siemens and its subcontractors as additional insureds.

(ii) Buyer shall have at its own cost, prior to the arrival of nuclear fuel at the Site, secured and shall thereafter maintain in force protection against liability arising out of or resulting from a Nuclear Incident (as defined in the Atomic Energy Act of 1954, as amended) as required by the Nuclear Regulatory Commission; provided, however, that if the nuclear liability protection system in effect on the date of the Agreement expires or is repealed, changed, or modified, Buyer will, without cost to Siemens, maintain liability protection through government indemnity, limitation of liability, and/or liability insurance which will not result in a material impairment of the protection afforded Siemens and its subcontractors by such nuclear liability protection system which is in effect as of the date of the Agreement, taking into account the availability of insurance, customary practice in the industry for plants of similar size and character, and other relevant factors in light of then existing conditions. In any event, the protection provided pursuant to this Article shall remain in effect until the decommissioning of the nuclear plant.

(b) Waivers by Buyer: neither Siemens, nor its subcontractors shall be liable for any loss of, damage to, or loss of use of property or equipment wherever located, arising out of or resulting from a "Nuclear Incident." Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors on account of any such loss, damage, or loss of use. All such waivers shall be full and unrestricted and in a form acceptable to Siemens.

In the event Buyer recovers damages from a third party based on losses at the Site resulting from the hazardous properties of source, special nuclear or byproduct material (as defined in the Atomic Energy Act of 1954, as amended), Buyer shall defend, indemnify and hold Siemens and its subcontractors harmless against claims by such third party which are based on Buyer's recovery of such damages. In addition, Buyer waives and will require its insurers to waive all rights of recovery against Siemens and its subcontractors, for any and all costs or expenses arising out of or in connection with the investigation and settlement of claims or the defense of suits for damage resulting from the nuclear energy hazard.

(c) Third Party Property Protection: Buyer will indemnify and hold Siemens and its subcontractors harmless for any liability arising out of loss of or damage to property at the Site which arises out of a Nuclear Incident. In addition, Buyer shall obtain for the benefit of Siemens and its subcontractors, protection against liability for, arising out of, or resulting from damage to any property or equipment located at the Site which is used or intended for use by Buyer in connection with the operation of the nuclear power plant (including but not limited to fuel) and which is owned by parties other than Buyer.

(d) Decontamination: Buyer shall, without cost to Siemens, perform any required decontamination and health physics necessary for, related to or resulting from Siemens performance of its contractual obligations. This includes but is not limited to decontamination of any Siemens equipment or tools used in the performance thereof. Buyer shall provide

documentation demonstrating that components or parts being returned to Siemens after such decontamination meet the requirements designated for unrestricted release as set forth in the United States Code of Federal Regulations, Title 10 Part 20.

23. SURVIVAL. The Articles entitled "Intellectual Property," "Limitation of Liability," "Indemnity," "Confidentiality," "Risk of Loss and Schedule," "Export/Import Compliance," and "Nuclear" survive any termination, expiration or cancellation of this Agreement.

24. SITE SAFETY. Buyer shall comply with all federal, state, and local safety regulations and standards applicable to the Site and to the Equipment and/or Product on which Siemens will perform the Services. Siemens shall not be obligated to commence or perform Services unless Buyer's Site complies with all applicable safety requirements. In the event Buyer's Site safety is non-compliant, Siemens may suspend the Services until such time as Buyer corrects the non-compliance. To the extent Siemens incurs additional time and expense as the result of Buyer's non-compliance, Siemens shall be entitled to an equitable adjustment in the schedule, price and other affected provisions of the Agreement.

25. ENVIRONMENTAL COMPLIANCE. To the extent that the performance of Services at the Site may involve the generation of hazardous waste as such term is defined in the Resource Conservation and Recovery Act (42 U.S.C. 6901, et seq.), the laws of the state in which the Site is located and the rules or regulations issued thereunder as are now in effect or hereafter amended from time to time (such generated hazardous waste being herein referred to as "Hazardous Waste") shall apply.

Buyer shall at its expense and in accordance with all applicable federal, state and local laws, rules, regulations and ordinances (i) furnish Siemens with containers for Hazardous Waste, (ii) designate a storage area at the Site proximate to the Services where such containers are to be placed; and (iii) handle, store and dispose of Hazardous Waste. Buyer shall reimburse Siemens for additional costs, if any, incurred in complying with any such laws, regulations, rules and/or ordinances.

Siemens shall have no responsibility or liability with regard to any Hazardous Waste which it does not know or have reason to know will be generated or released in the performance of the Services, and Buyer shall indemnify and hold Siemens harmless for all damages, losses, costs, liabilities, fines and penalties, (including reasonable attorneys' fees) related to pollution and environmental impairment arising from the Buyer's property, the Equipment or the Services.

26. ASBESTOS. The terms "Asbestos" and "Presumed Asbestos Containing Material" shall have the meanings set forth in United States Code of Federal Regulations Chapter 29 Section CFR 1926.1101 et seq., and "ACM" shall mean Asbestos and Asbestos containing materials.

(a) The Buyer warrants and represents that, in any areas which may be accessed by Siemens or its Suppliers, any ACM which is or is contained in thermal insulation or sprayed-on surfacing material is conspicuously and specifically marked as ACM, and any other ACM is in a lawful condition.

(b) Prior to Siemens' commencement of Services at any Site:

(i) The Buyer shall, at Buyer's expense remove all thermal insulation, sprayed-on surfacing material, and/or Presumed Asbestos Containing Material (any or all of the foregoing hereinafter "PACM"), and ACM which may be disturbed during or removal of which is required for the performance of the Services; and,

(ii) The Buyer shall ensure that any areas where any activities involving the abatement or removal of PACM or ACM shall be conspicuously identified, posted and isolated, all as required by applicable law.

BUYER EXPRESSLY ACKNOWLEDGES AND AGREES THAT, IN PERFORMING THE SERVICES AND DISPATCHING EMPLOYEES TO WORK AREAS, SIEMENS IS RELYING UPON THE AGREEMENTS, WARRANTIES, AND REPRESENTATIONS MADE BY BUYER IN THIS ARTICLE 26. Without limiting its other rights and remedies, Siemens: (i) shall not be obligated to commence, and may stop any affected Services, unless and until it is fully satisfied that the Buyer is in compliance with this Article 26, and (ii) shall be entitled to an equitable adjustment in the schedule, price and other provisions of the Agreement resulting from Buyer's non-compliance.

(c) In no event shall Siemens be obligated to install, disturb, handle, or remove any PACM.

(d) Siemens makes no representation that it is licensed to abate ACM.

(e) Buyer shall defend, indemnify and hold Siemens harmless against any and all claims, demands, damages, losses, liabilities, fines, penalties, costs or expenses, including without limitation any clean up or remedial measures arising out of, connected with, or resulting from the Buyer's failure to comply with the provisions of this Article 26.

27. THIRD PARTY PARTS. Buyer warrants that any and all Third Party Parts which may be the subject of any Services shall (a) be fully compatible with the corresponding part, component, equipment or material of the Original Equipment Manufacturer ("OEM") in terms of form, fit, and function; (b) shall be timely provided to Siemens hereunder; and (c) shall be capable of installation in the same manner and within the same time as the corresponding OEM part, component, equipment, or material.

28. PRODUCT RETURNS. Prior to the return of any Product, Buyer must identify the Product or portion thereof and obtain written authorization and shipping instructions from Siemens. Siemens has the right, in its sole discretion, to permit or reject any such return. Siemens' authorization to return any Product to Siemens does not relieve Buyer of its obligation to pay for such Product. Upon receipt, inspection, and acceptance of the Product by Siemens, Siemens will issue a credit memo to Buyer, less applicable re-stocking fees. Siemens reserves the right to reject any hazardous material.

BOARD AGENDA REPORT

Date: 8/15/2024
Staff: Summer Nicotero

SUBJECT: Sale of Surplus Property

RECOMMENDED ACTION: Approve sale of surplus property at auction

BACKGROUND AND/OR HISTORY:

All Tri-Dam equipment is evaluated on an annual basis to determine its usefulness and whether it meets current needs. The list below is unused equipment staff is requesting to remove from service.

All items will be sold at public auction to ensure the maximum value is received.

- #1 (14-1) 2014 Ford F250 4x4 (License 1437591) - 145,662 miles
- #2 (16-1) 2016 Ford F150 4x4 (License 1474746) - 150,510 miles

Fiscal Impact: unable to determine (revenue)

ATTACHMENTS: Resolution TDP 2024-06

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM PROJECT RESOLUTION NO. TDP 2024-06
OAKDALE IRRIGATION DISTRICT
SOUTH SAN JOAQUIN IRRIGATION DISTRICT**

**RESOLUTION AUTHORIZING
SALE OF SURPLUS PROPERTY**

BE IT RESOLVED, that the Board of Directors of the Oakdale Irrigation District and the South San Joaquin Irrigation District meeting as the Joint Board of Directors of the Tri-Dam Project adopt this Resolution.

WHEREAS, the Tri-Dam Project, hereinafter referred to as the "Project" may, under the provisions of Section 22500 of the Water Code, dispose of property of the PROJECT which it finds no longer necessary for PROJECT purposes; and

- #1 (14-1) 2014 Ford F250 4x4 (License 1437591) - 145,662 miles
- #2 (16-1) 2016 Ford F150 4x4 (License 1474746) - 150,510 miles and,

WHEREAS, the Tri-Dam staff has previously successfully disposed of vehicles through public auction.

NOW THEREFORE BE IT RESOLVED that the Joint Board of Directors

1. Authorizes Tri-Dam Project staff to dispose of said surplus and salvage property by public auction to the highest qualifying bidder;
2. Authorizes Tri-Dam Project staff to dispose of, by any reasonable and appropriate means, any said property not sold by public auction.

PASSED AND ADOPTED by the Joint Board of Directors of the OAKDALE IRRIGATION DISTRICT and of the SOUTH SAN JOAQUIN IRRIGATION DISTRICT for the TRI-DAM PROJECT this 15th day of August 2024 by the following vote:

OAKDALE IRRIGATION DISTRICT

**AYES:
NOES:
ABSENT:**

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

**AYES:
NOES:
ABSENT:**

OAKDALE IRRIGATION DISTRICT

SO. SAN JOAQUIN IRRIGATION DISTRICT

Tom D. Orvis, President

Mike Weststeyn, President

Scot Moody, Secretary

Peter M. Rietkerk, Secretary

BOARD AGENDA REPORT

Date: 8/15/2024
Staff: Summer Nicotero

SUBJECT: Information Technology Services Proposal

RECOMMENDED ACTION: Consider Authorizing the General Manager to Contract with an Information Technology Services Provider – *to be hand carried*

BACKGROUND AND/OR HISTORY:

FISCAL IMPACT:

ATTACHMENTS: To be hand carried

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



VC3 Manage + Shield + Backups Order

Tri-Dam Project

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Prepared by: Kuma Adamafio

Senior Account Executive
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Products & Services

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
VC3 Manage - Full User 24x7x365 Remote & Onsite Support: Users, Servers, Network Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Workstations, Servers, Network Strategic IT Planning: Alignment with IT Best Practices, IT Budgeting, Technology Roadmap M365 License Management Vendor Co-Ordination Hardware, Software, Domain and License Procurement / Renewals	10	\$150.00 / month	\$1,500.00 / month for 3 years

PRODUCTS & SERVICES	QUANTITY	UNIT PRICE	PRICE
VC3 Manage - Shared User 24x7x365 Remote & Onsite Support: Users using a shared workstation. Foundational Protection Components: EDR Including 24x7x365 SOC, M365 Protection & Backups Proactive Monitoring, Maintenance & Patching: Shared Workstations.	20	\$50.00 / month	\$1,000.00 / month for 3 years
Protect Shield (Add On) Cyber Aware Essentials - Cyber Security Training & Simulated Phishing Tests Dark Web Credential Monitoring Web Protection & Content Filtering Email Protection & Spam Filtering VC3 Security Team	30	\$21.99 / month	\$659.70 / month for 3 years
Protect Shield Email Protect Archiving Upgrade Email Archiving for up to 10 years.	30	\$2.00 / month	\$60.00 / month for 3 years
Protect Shield Cyber Aware Complete Upgrade Upgrades training catalog & simulated phishing tests.	30	\$2.00 / month	\$60.00 / month for 3 years
Rapid Data Recovery - 4TB Device (3yr commit)	1	\$2,198.75	\$2,198.75
Rapid Data Recovery - 4TB Capacity - Inf Retention	1	\$661.25 / month	\$661.25 / month for 3 years
VC3 Managed Services Onboarding	1	\$3,940.95	\$3,940.95
SUMMARY			
Monthly subtotal			\$3,940.95
One-time subtotal			\$6,139.70

Comments

Prices shown above are valid for 30 days from date of Order.

This Order is entered into as of July 1, 2024 between VC3 Inc., a Delaware corporation ("Company") and Tri-Dam Project ("Client")

Order Governed by the Master Agreement

This Order is subject to and governed by Company's Master Agreement in effect on the date this Order is entered into between Company and Client. The Master Agreement is available at <https://www.vc3.com/terms-of-service/> and is incorporated in full into and made a part of this Order by this reference. The Client may also request a copy of the Master Agreement by submitting an email request to betterit@vc3.com identifying the Client and the applicable Orders. Company's entering into this Order is conditioned on Client's agreement to the Master Agreement, and by entering into this Order with Company, Client accepts and agrees to the Master Agreement.

Deliverables & Services

Discovery & Deployment

Setup the Client System for management and provide training to help the Client get the most out of the services. This includes:

1. Deployment of all services listed above.
2. Full documentation and inventory of your network
3. Best-practice configuration of the network for monitoring and management
4. Orientation and training for your staff
5. MacOS Note: If Client is utilizing Mac OS, Company will provide documentation to end users on how to install Company's monitoring and management platform. MacOS does not allow a remote deployment of standard Company tools. Should Mac OS users require onsite assistance to install VC3's monitoring and management platform, support will be provided on a Time and Materials basis at the rates detailed within Client Master Agreement.
6. Implement performance monitoring of client's network prior to and during implementation.

24x7 Monitoring and Incident Response Services

1. Provide 24X7 Incident response services for all included user, server, and network devices.
2. Provide phone, remote and onsite support to authorized users for all included devices.
3. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
4. Provide 24x7 collection of performance data for the client's included server and network devices per Company's best practices.
5. Utilize industry best practices for remote access, control, and management of all devices.
6. Patching: Deploy, manage, and monitor the installation of approved service packs, security updates and firmware updates as deemed necessary on all applicable devices. Some devices such as tablets and cell phones may not be compatible with included patching methodologies.
7. Resolution of monitoring alerts.
8. Resolution of performance issues.
9. Resolution of availability issues.
10. Resolution of end-user reported problems.
11. Routine additions, deletions, and changes to included devices and users.

Foundational Protection

1. Deploy Endpoint Detection and Response (EDR) to all workstations and servers with Company RMM deployed.
2. Monitor workstations and servers with EDR installed via 24x7x365 partner SOC.
3. Deploy M365 Monitoring and Backup Solutions to Client M365 Tenant.
4. Continually monitor M365 tenancy.
5. Backup M365 (SharePoint, OneDrive, Teams & Exchange Online) 3 times a day.
6. Configure infinite retention on M365 backups.
7. Respond to incidents and service requests. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.

Application Support

1. Provide support for client licensed 3rd party applications. If it is determined from the initial discovery and/or from third-party application vendors that an application requires additional servers, licensing or support resources, additional monthly costs may be required before the application can be supported.

2. Microsoft Applications:

- a. Includes Microsoft Office and Office 365 core applications. This is limited to Microsoft Access, Excel, OneDrive for Business, OneNote, Outlook, PowerPoint, SharePoint, Teams and Word.
- b. Application installs, synchronization issues, permission management and general troubleshooting are all within scope for these applications.

Strategic IT Planning

Provide the client with a named Strategic resource to assist Client with the following:

1. **Budgeting:** Work with the client to develop an annual technology budget for recurring expense items and new capital requirements in alignment with organizational goals.
2. **Strategic Planning:** Recommend technology solutions as well as provide roadmaps that support key business processes in order to help the client leverage technology appropriately. The Company will work with the client as part of the annual planning process to understand the current business drivers and goals and make recommendations targeted toward maximizing the effectiveness of the client's technology investment.
3. **Analyze IT Health data:** Perform a periodic analysis of the data collected by Company's monitoring systems to proactively resolve issues and assess potential risks within the environment. The Company will make this analysis available to key stakeholders and provide direction on business decisions regarding the level of investment.

IT Asset Administration

1. Hardware and software asset and warranty expiration tracking
2. Domain name expiration tracking
3. Hardware and software purchase specification
4. Web portal access for ticket creation and management
5. Maintaining network documentation and secure password storage
6. Interfacing with vendors such as internet service providers (ISPs)

Procurement

1. Server, Networking, and Power equipment.
2. Desktops, laptops, tablets.
3. Peripherals, including Printers.
4. Software, including subscription-based services.
5. Domain names and security certificates.

Protect Shield

1. Deployment & Implementation Services:

- a. Provision **Dark Web Protect** -Dark web monitoring platform, including provisioning Client's domain(s), reviewing existing data with Client point of contact, and configuring real time alerting:
 - i. Configure monitoring service to monitor corporate domains in scope.
 - ii. Configure up to five (5) personal email addresses to be monitored.
- b. Provision **Cyber Aware** – Cyber Security Training platform. Includes synchronizing employees between Client's domain and training platform. Company will configure initial and ongoing testing and training at a frequency determined by Client.
 - i. Whitelisting emails from the Cyber Aware server to maximize delivery rates.
 - ii. Maintaining active user list within the platform.
 - iii. Creating phishing campaigns targeting users on Client domain.
 - iv. Management of phishing campaigns monthly.
 - v. Creating training campaigns, educating users on Client domain.
 - vi. Management of training campaigns monthly.
 - vii. Providing phishing / training reports to Client.
- c. Provision **Email Protect** – Advanced Email Threat Protection platform.
 - i. Deploy Email protect to Client Microsoft 365 environment.
 - ii. Updating MX Records.
 - iii. Customizing Spam settings.
 - iv. Creating filter policies and approve/block sensor list items.
- d. Provision **Web Protect** - Advanced DNS/Web protection platform. Filters content accessible by employees when connected to the corporate network or using corporate devices:
 1. Deployment of agent to all devices with Company RMM deployed.
 2. Initial configuration of web and content filtering policy within the solution

2. General Managed Security Services

1. 24x7 Monitoring and Incident Response Services:

1. Provide 24X7 Incident response services for all included deployed services.

2. Track all incidents through an ITIL (Information Technology Infrastructure Library) based Service Desk system. All requests will be prioritized and processed per the 'Priority' guidelines listed in Addendum A.
 3. Provide 24x7 Partner Security Operations Centre (SOC) monitoring for all endpoints with Endpoint Protect deployed.
 4. 24X7 response to critical event driven Incidents.
 5. Utilize industry best practices for remote access, control and management of all devices.
3. **Quarterly Security Summary.** Includes a report of the activities that have taken place under this Order.

Managed Backups

1. Installation and Configuration:

- a. Install backup agents and initialize backups on all protected servers within the Client's environment.
- b. Perform an initial seed of the Client's backup data and will load that data into the cloud.
- c. Configure the cloud backups such that backups are performed per the backup retention schedule determined during implementation.
- d. Configure the backup monitoring to alert VC3 of backup failures.
- e. Perform an initial backup of all systems and will confirm that backups are performing as expected.

2. Backup Management:

- a. Monitor and maintain backups for the servers protected.
- b. Perform periodic updates to the backup software such as patches, and updates.
- c. Provide replacement components for failures that occur as a result of internal equipment defects or end of life for Company provided hardware. This does not include physical damage to the equipment due to abuse or environmental factors (for example, fire, hurricane or flood damage).

3. Disaster Recovery Plan

- i. Servers to be backed up.
 - ii. Recovery Point Objective (RPO)
 - iii. Recovery Time Objective (RTO)
 - iv. Data Backup Plan
 - v. Automatic Daily Restore Testing.
 - vi. Disaster Recovery team
 - vii. Requirements of Data Recovery
- a. Work with Client to identify and document backup requirements to form a Disaster Recovery Plan. This includes:

Exclusions

Items other than those included above are expressly excluded from the Services provided within this Order. The following exclusions and clarifications are intended to clarify the scope of services for this order:

1. Excluded services are those related to functionality upgrades, such as those required to evaluate, specify, purchase, and implement client system or server upgrades such as operating systems, Microsoft Office suite software unless included with a specific Company product, third party software deployments or upgrades, or equipment related to these services whose scope exceeds that defined above. Company will provide these services to the client on a Time & Materials Order basis at the rates outlined in the Master Agreement. If modification or replacement of a hardware device or component is required, client is responsible for all hardware and hardware vendor services costs, excluding Company owned hardware explicitly provided through this Order.
2. Software development, training and project work, including client-owned PC upgrades and non-patch upgrades of software, are not included.
3. When client requests services by Company not explicitly included in this agreement, they are agreeing to invoicing of said services per the terms outlined in the Master Agreement. For all services which incur additional hourly fees, Company will notify the client that these services are outside the scope of this work order and will receive approval from client prior to rendering these additional services.
4. Software and licensing purchased by the client directly from a third-party vendor are not included as a part of services to be supported.
5. Architectural changes, mass deployment, database management, data visualization and business process automation / troubleshooting are considered excluded from this Order.
6. Cybersecurity event or incident response activities or remediation efforts exceeding eight (8) hours of technician, engineer or project management time.
7. Should deficiencies, malware infections, or critical vulnerabilities be discovered during the deployment of services, Company will bring to Client attention and discuss the impact of the deficiencies on Company's ability to provision the

Services and provide client with options to correct the deficiencies. Initial remediation hours will be billed outside of this Order unless otherwise explicitly stated in this Order.

Assumptions

1. The Order will not become effective unless and until it is agreed upon and signed by the Client and Company.
2. If Company is providing or managing Client 's Microsoft Licenses, then Client agrees to the Microsoft terms and conditions as stated in the Microsoft Customer Agreement found here:
<https://www.microsoft.com/licensing/docs/customeragreement>
3. Company reserves the right, at its discretion, to pass onto the client any changes to obligations, such as terms or pricing imposed on Company by a given vendor, for an offering that is currently resold to the client at any time during the current agreement term.
4. Company will make reasonable efforts to resolve all issues remotely prior to dispatching an engineer onsite. Travel hours incurred will be invoiced according to the Master Agreement.
5. Microsoft NCE licenses and subscriptions run on an annual basis and cannot be terminated nor altered mid-term.
6. If client Microsoft licenses are under a current annual NCE subscription, Company assumes they will migrate to become under Company's management at the point of renewal.
7. The items defined in this Order are designed to enhance the security of the customer environment. There is no guarantee that any security measure will prevent a data breach, infection, or other cyber security incident.
8. Company is authorized to obtain any documentation or information regarding any and all accounts at all locations the Client may have with any telecommunications vendor. Company also has the authority to be added as an account contact and speak on behalf of the Client in negotiating services, billing, credits and/or connectivity of this Client's services with the Telecommunications company and/or vendor with the proviso that only the Client has authority to enter into contracts with any vendor or supplier.
9. Throughout the relationship between Company and Client, the Company will also make extensive use of Remote Management software. This software is used across all clients to monitor workstations and servers in real time. Company will also use this software to remotely connect and assist the Client's users when they have a technological problem if the user has an internet connection. In addition, endpoint protection software, ticketing, and asset management are managed through this software.

Client Responsibilities

1. Client will provide a primary point of contact for Company to work with on all services provided in this Order.
2. Client is responsible for authorizing access for Company to sites that are owned / controlled by third parties.
3. Client is responsible for proper disposal of client-owned devices.
4. Client will make a best effort to maintain the minimum infrastructure requirements as defined by Company.
5. Client will maintain both hardware and software maintenance agreements with the source Vendor whenever possible to allow for ongoing access to security updates and to provide quick replacement of non-functioning components.
6. Client must assign Company as their Microsoft Partner of record.
7. Client is responsible for procurement and ownership of all licenses, maintenance, and vendor support agreements required for support of their third-party applications, excluding the Microsoft licensing explicitly included in the per seat packages identified in Products & Services section.
8. Third party tool licensing may be required for additional cost.
9. Client will be financially responsible for any remaining or ongoing charges from Microsoft. Microsoft subscriptions can each have their own terms and renewal dates. It is the client's responsibility to engage Company to adjust Microsoft subscription counts and terminations prior to 12 months from the original work order or subsequent change order purchase date.

Invoicing

Recurring services, if included, shall be provided for term indicated in Products & Services, starting from the date of the first recurring invoice (Effective Services Start Date), unless terminated in accordance with the terms of this Order or the Master Agreement.

Company will invoice the Client a pro-rated monthly fee based on any partial month of service plus the first full month of service on the Effective Services Start Date. All subsequent service months will be invoiced at the start of the month in which services are to be rendered. Services activated after the first of month may be invoiced on a pro rata basis the following month. All One-Time Fees will be invoiced to Client upon signature of this Order.

Any taxes related to services purchased or licensed pursuant to this Order shall be paid by Client or Client shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes and freight charges shall be billed as a separate item

on the invoice.

Unit rates will automatically increase annually on the anniversary of the Effective Services Start Date equivalent to the CPI change for All Urban Consumers or by 4.00%, whichever is higher.

The terms of this Order will automatically renew for an additional term of equivalent length to the current active term unless notice of termination is provided by either party no fewer than 90 calendar days prior to expiration of the current active term.

Company will audit the Client's usage of the quantity of Services on a monthly basis; for each quantity of Services found in excess of the amount stated in this Order above, Company will increase the monthly service fee amount by the corresponding unit price stated above.

At no time during the term of this Order will the fees payable under this Order (i.e. the monthly subtotal amount) drop below seventy-five percent (75%) of the initially agreed upon monthly subtotal stated above.

In the event of the early termination of the Agreement in accordance with Section 3.3 of the Master Agreement, Client agrees that the initially agreed upon monthly subtotal stated above shall be used for calculating fees due for the remaining term of the Agreement.

Additional services may be added at any time during the life of this Order at the unit price listed above.

Addendum A – Service Desk Priorities

Incidents and Service Requests are triaged and prioritized to effectively resolve the most important issues in a timely manner. Company utilizes the following priorities, criteria and response metrics:

- **Priority 1:**
 - System/device/application down causing work to cease and critical impact to the entire organization, a whole department, or a C-level executive or VIP user; no interim solution available; Client is in danger of or is experiencing a financial loss or the ability to make strategic business decisions is impaired.
 - **24x7 Support:** Priority 1 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 2:**
 - System/device/application down causing work to cease and potential business impact for up to 5 users, a C-level executive, or a VIP user; no interim solution available.
 - **24x7 Support:** Priority 2 incidents will be addressed on a 24 hours a day, 7 days a week basis including holidays.
- **Priority 3:**
 - Level of service degraded causing impact to an individual user; no interim solution available. Operational impact to the organization or a whole department though work continues as a result of implementing an interim solution or use of other system/device/service.
 - **Business Hours Support:** Priority 3 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 4:**
 - Minor inconvenience to a department or user exists though work continues as a result of implementing an interim solution or use of another system/device/service.
 - **Business Hours Support:** Priority 4 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.
- **Priority 5:**
 - Maintenance tasks, audits, or alignment work that is not requested by the client.
 - **Business Hours Support:** Priority 5 incidents will be addressed during normal business hours Monday-Friday, 8:00am to 5:00pm excluding holidays.

Call Priority	Initial Client Contact Guidelines	Initial Client Contact Percentages
1	1 Hour	90%
2	2 Hours	90%
3	4 Business Hours	90%
4	8 Business Hours	90%
5	N/A	N/A

Addendum B - Maintenance Windows

All work performed within Company's Hosting or Client Infrastructure is a form of maintenance. Such work may or may not result in a disruption of service depending on the scope of the activity.

1. **Scheduled Maintenance:** All planned work performed on Company's Hosting or Client Infrastructure by Company engineers, or staff is defined as "Scheduled Maintenance". During Scheduled Maintenance, some or all of Company's Hosting or Client Infrastructure may be out of service and therefore may not be accessible to users. Regularly Scheduled Maintenance will occur between 2 AM and 6 AM in the local time zone for which the Client Infrastructure being maintained resides. Downtime to perform changes is expected during this window. If Client has a business need to avoid said downtime, they must provide their request via the Company Service Desk ten business days in advance.
 - a. **Notification:** Client will be notified via email should Scheduled Maintenance be required to take place outside of the windows specified above.
2. **Emergency Maintenance:** All work performed in response to a disruption or a threat to the availability of a component of Company's Hosting or Client Infrastructure within the control of Company is defined as "Emergency Maintenance". Emergency Maintenance will be conducted based upon the timeframe that the emergency exists. Normal business hours will see an immediate response. For issues that occur during non-business hours, the impact of the event will be evaluated as soon as possible, and appropriate measures taken to return the system to normal availability.
 - a. **Notification:** Client will be notified via email should Emergency Maintenance be necessary. Commercially reasonable efforts will be made to notify Client prior to emergency maintenance. Company reserves the right to complete Emergency Maintenance without prior notification to Client if necessary to mitigate risks posed by the need for Emergency Maintenance in a timely manner.

Signature

Signature

Date

Printed name

Countersignature

Countersignature

Date

Printed name



IT MANAGED SERVICES FIXED AGREEMENT

(800) 931-2043
www.midvalleyit.com

The Way *IT* Should Be

IT Managed Services
Fixed Agreement

COVER LETTER

Thank you for the opportunity to bid on your Managed IT Support Services. This contract includes these unique benefits:

True 30-Day Out Clause: At any time during this agreement, you are allowed to send us a written 30-day notice of cancellation.

Inventory Flexibility: Increasing the number of supported equipment will not increase your monthly rate until your annual inventory audit (every 12 months).

Local Service: With offices in Merced and Stockton we are able to quickly respond to all of your support needs.

Enterprise Tools: All agreements come with a comprehensive set of software tools that will proactively monitor and protect your environment 24/7.

KEY CONTACTS



Joy Alexander
Director of Sales

Katrice Daniel
Account Manager

Doely Montes
Inside Sales



Engineering Support:

Jameson Hightower
Engineering Manager

Matt Ftacek
NOC Manager

Nick Weems
Senior Engineer

WE HAVE THE TOOLS HELP YOUR ORGANIZATION SUCCEED



REMOTE SUPPORT

During business hours this agreement includes unlimited remote support from our internal Network Operations Center (NOC).

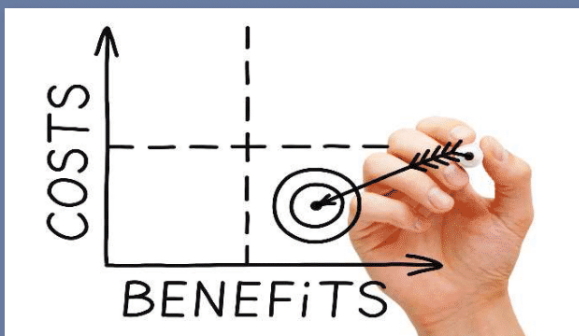
Comprised of high-level engineers, the NOC are experts in resolving most issues quickly.



ON-SITE SUPPORT

During business hours this agreement includes unlimited On-Site support from our field engineering team.

Client will have an assigned Primary Engineer as well as access to our entire engineering team.



STRATEGIC TECHNOLOGY PLANS

This agreement includes the creation of Inventory, Capital Replacement Plans, Yearly Budgets & Network Documentation.

Every document prepared under this contract is property of the Client.



ANTI-VIRUS/MONITORING TOOLS

This agreement includes enterprise level Anti-Virus hosting and network monitoring tools on all computers and servers.

Client will never have to purchase these tools as long as you are with Mid Valley IT.

DATA BACKUP

PEACE OF MIND

A managed backup service from Mid Valley IT ensures that all files are automatically backed up as frequently as every 15 minutes if needed. How much is your data worth?

THE CHALLENGE

Your business data is the lifeblood of your company and the amount you are collecting and storing is growing all the time.

Imagine the impact if you lost a day's data, a week's data, a year's data, due to inadequate or infrequent back-up processes. What would happen, could you recover?

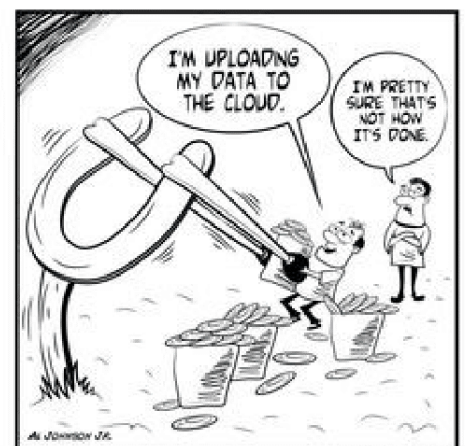
THE SOLUTION

Fully Managed System means that we monitor the software to ensure it is always working, and will act immediately if there is an issue.

Delta level technology means never having to do another full backup, drastically reducing the backup time, storage space, network traffic, and workload of your servers.

Recover Your Data to Dissimilar Hardware means you can perform a bare metal restore of your data to dissimilar hardware. You don't have to worry about purchasing that new server anymore.

Supreme Flexibility means you can recover your data from nearly any point in time, whether it is just one file or a full restore.



(800) 931-2043
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The Way *IT* Should Be

IT Managed Services
Fixed Agreement

MONTHLY FIXED SUPPORT AGREEMENT

PROJECT RATES AND FEES

Always moving forward

“Without continual growth and progress, such words such as improvement, achievement, and success have no meaning.” -Benjamin Franklin

Service Rates and Charges

Service Type	Non-Agreement	Agreement
Forensics	\$300.00 Per Hour	\$275.00 Per Hour
Design/Consult	\$275.00 Per Hour	\$250.00 Per Hour
Senior Level Engineer	\$250.00 Per Hour	\$235.00 Per Hour
Engineer	\$195.00 Per Hour	\$175.00 Per Hour
Monday – Friday, 8:00am – 5:00pm After-Hours / Saturdays	Projects Only	Time and 1/2
Monday – Friday, 5:00pm – 8:00am Saturday (All Day)	Projects Only	Time and 1/2
Sunday / Holiday Support	Projects Only	Double time

WE ARE READY!



Our team is fully charged and ready to go! We are excited for the opportunity to prove ourselves once again to a new organization. Our engineers are aware of the possibility and are eager to get started.

(800) 931-2043
www.midvalleyit.com

The Way *IT* Should Be

IT Managed Services
 Fixed Agreement

MONTHLY FIXED SUPPORT AGREEMENT

CONTINUED

- A. Mid Valley IT gives said support agreement client a guaranteed response time of 4 hours for all emergency service calls. An emergency is identified as either 50%+ Network Down or Critical Application Failure. Any other service request may be upgraded to an emergency classification at a cost of \$300.00.
- B. Travel is included as part of this agreement.
- C. Either party may cancel this agreement at any time. Canceling party must give 30 days' written notice as to the reason for cancellation. All unpaid service dollars shall become due and payable upon cancellation.
- D. Every document prepared under this contract is the exclusive property of the Client. No information prepared under this contract may be made available to any individual or organization without the Client's prior approval.
- E. Client shall indemnify and hold harmless the Contractor, its officers, officials, employees, agents and volunteers from and against all liabilities, claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the Contractor, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Contractor.
- F. Contractor shall indemnify and hold harmless the Client, its officers, officials, employees, agents and volunteers from and against all liabilities, claims, damages, losses, and expenses, herein, caused in whole or in part by any negligent act or omission of the Client, its consultants, subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Client.

MONTHLY FIXED SUPPORT AGREEMENT

CONTINUED

G. Under no circumstance is Contractor responsible for damages resulting from data loss, work interruptions, or system failures / crashes related to the Client's system, servers, computers, mobile device, or other electronic systems. Contractor is not responsible for failure of the backup system due to physical failure, or omission of data from the backup job. It is the Client's sole responsibility to notify the Contractor if a litigation hold is in place on any of the Client's systems and to verify the proper operation and configuration of the backup systems.

H. Neither party shall be held liable for any delay or failure in performance of all or a portion of the Services of any part of this Agreement from any cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of civil or military authority, government regulations, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power blackouts affecting facilities other than facilities of a kind commonly protected by redundant power systems, unless such redundant power systems are also affected by any Force Majeure condition, unusually severe weather conditions, inability to secure products or services of other persons or transportation facilities, or acts or omissions of transportation common carriers.

I. During the term of this Agreement and for a 2-year period after any termination of this Agreement, Client, will not, without the prior written consent of Mid Valley IT, either directly or indirectly, on Client's own behalf or in the service or on behalf of others, solicit or attempt to solicit, divert or hire away any person employed by Mid Valley IT or any customer of Mid Valley IT.

J. Every twelve months, following the start date of this agreement, **a cost-of-living increase shall be applied at the SSA published COLA rate plus 1%.**

K. Invoices are due and payable by the 1st of the month receiving support. Once an invoice reaches 30 days past due, client shall be placed on a support hold until payment arrangements have been approved.

MONTHLY FIXED SUPPORT AGREEMENT

CONTINUED

L. MISCELLANEOUS PROVISIONS

- a. Waiver. The Client's waiver of a breach of term is not deemed a waiver of any subsequent breach of the same term.
- b. Cost of Litigation. If legal action is necessary to enforce this contract, the prevailing party is entitled to receive all costs and expense including reasonable attorney's fees and costs of arbitration or litigation.
- c. Entire Contract. This document, together with the attachments, is the entire contract. Any modification must be in writing and signed by the parties.
- d. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties; however, Contractor shall not subcontract or assign this contract without the prior written consent of the Client.
- e. If the Contractor is compelled to provide testimony or otherwise appear for matters (subpoena's, depositions or similar) related to the client, client is responsible for paying Contractor's hourly rate (including travel) of \$500.00 per hour.

M. Any new equipment installed into the client's environment shall incur a labor fee for installation. Mid Valley IT shall notify client, and quote, any work that may require additional labor prior to any work being completed. Client reserves the right to either approve or decline any quote at their discretion.

This agreement shall commence on the date signed and run for 1 year. This agreement shall supersede all other agreements (either written or verbal) and shall be the document referenced for the support guidelines for the above client. Once the term has been reached, this agreement shall auto-renew on a monthly basis until such time as written notice is given for either cancellation or term changes.

***“Every organization, regardless of size,
deserves a world-class **IT** experience”***

Proposal Summary

Prepared by:
Joy Alexander
Mid Valley IT (1)

Prepared for:
Summer Nicotero
Tri Dam Project

Quote information:
Quote #24363-1
Prepared on: 8/9/2024
Expires: 9/8/2024

Monthly recurring costs

Description	Quantity	Unit Price	Tax	Price
One Time Onboarding Fee	1	\$1,500.00	\$0.00	\$1,500.00
Endpoint Detection & Response 10 - Primary Computers 3 - Powerhouse Computers 1 - Server	14	\$5.00	\$0.00	\$70.00
Enterprise Off-Site Backup Rapid Data Recovery - 4TB Device w/4TB Capacity - Infinite Retention	4	\$200.00	\$0.00	\$800.00
Office 365 Backup Email Archiving	30	\$3.00	\$0.00	\$90.00
Monthly Fixed Support Agreement - Pro This is the enterprise level support that the majority of our clients enjoy. It has excellent response along with premium support: -24x7x365 Unlimited Remote & Onsite Support -Proactive Monitoring, Maintenance & Patching: Workstations, Servers, Network Strategic IT Planning -Alignment with IT Best Practices, IT Budgeting, Technology Roadmap -M365 License Management Vendor -Coordination of Hardware, Software, Domain and License -Procurement / Renewals/Products and Services -48hr Response Time - 4hr Emergency Response -Network Documentation - 5 Year Capital Plan -Single Level URL Security (Web protection/content filtering)	10	\$187.00	\$0.00	\$1,870.00
Security Awareness Training -Cyber Aware Essentials - Cyber Security Training & Simulated Phishing Tests -Dark Web Credential Monitoring -Upgrades training catalog & simulated phishing tests.	30	\$3.00	\$0.00	\$90.00
Monthly Fixed Support Agreement - Pro This is the enterprise level support that the majority of our clients enjoy. It has excellent response along with premium support: - Unlimited Remote Support - Unlimited On-Site Support - 48hr Response Time - 4hr Emergency Response - Network Documentation - 5 Year Capital Plan - Yearly Technology Planning / Budgeting - Single Level URL Security	3	\$150.00	\$0.00	\$450.00
Microsoft Defender Email Protection & Spam Filtering	30	\$2.40	\$0.00	\$72.00

Total: \$4,942.00

Please see below notes relating to this proposal:

Mid Valley IT (1)

Signature: 

Name: Joy Alexander

Tri Dam Project

Signature:

Name:

We have prepared a quote for you

Tri-Dam Project - IT Services RFQ

Quote #002340 v1

Prepared for

Tri-Dam Project

Prepared by

Chris Doyle

Service Levels, Hourly Rates and Scope

1. Helpdesk Response Time

One hour phone and/or email response Monday through Friday 8 AM to 5 PM PT for all incidents reported to support@coneth.com and/or 1 (209) 824-8727 option 2 for all server and network issues.

2. Emergency Onsite Response Time

Four hours Monday through Friday 8 AM to 5 PM PT for major network and server issues impacting 50% or more of network users.

3. Non-Emergency Onsite Response Time

Next business day for single user desktop and printer issues.

4. After Hours Response Time with Retainer

Four hour call back response charged at business hours rate. Onsite response determined based on call back diagnosis.

5. After Hours Response Time without Retainer

Best effort usually next business day charged at after-hours rate with a two hour minimum.

6. Hourly Rate Schedule

Business Hours Rate

Time is charged at \$150 per hour Monday through Friday 8 AM to 5 PM PT for services outside the scope of this services agreement.

After-Hours / Holiday Rate

Time is charged at \$225 per hour outside the hours of 8 AM to 5 PM PT Monday through Friday or on the following holidays - New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, Christmas Day.

7. Items Out of Scope

The following items are considered out of scope of this agreement and will be charged according to the hourly rate schedule:

- New equipment installation or upgrades.
- Replacement equipment installation.
- Relocation of equipment or office moves.
- New application deployment.
- Application version upgrades.
- Electrical system failures or general power failures.
- Internet connection changes or upgrades.
- Data restore / recovery services due to client error, hardware failures, theft or natural disaster.
- Equipment recycling or data destruction.
- Server room housekeeping including cable rerouting.
- Time incurred to correct errors and/or damage by 3rd party or in-house staff.
- Requested acceleration of contracted response time.

Services Costs (Recurring)		Qty	Recurring	Ext. Recurring
MS-TOTALIT	<p>Total IT 2024 Managed Service Bundle - Full The Total IT 2024 Managed Service Bundle includes the following scope of services:</p> <ul style="list-style-type: none"> • Unlimited help desk support tickets • On-going security patching • Malware and Anti-Virus license and protection • Unlimited network, and application administration • Management and liaison services for 3rd party software and IT related system vendors. • Management of current data backup system • Trusted general & industry specific technology advising • Unlimited server and network system administration • 24/7 server and application monitoring • Proactively alerts support when server health issues occur • Protocol health checking for key services such as DNS, mail, web etc. • Monitors server and application performance with proactive alerting • Full server antivirus license with reporting • Automated server cleanup – disk defrag, log purging etc. • Event log management and notification for critical events • Restart failed applications and processes • Server health and status reports • Firewall management & support • Switch and VLAN management and support • Help desk system with ticket management • Client support portal access • Network documentation management and access • 28 devices and up to 1 servers • Support hours M-F 8a to 5p 	1	\$2,120.00	\$2,120.00

Services Costs (Recurring)		Qty	Recurring	Ext. Recurring
MS-BACKUP	<p>Managed Backup Service - 4TB Onsite Appliance & Cloud Backup - 4TB</p> <ul style="list-style-type: none"> • Backup appliance is installed at customers location. • Backups of customer's data are taken at regular intervals during the day to ensure current backups of the customers system. • Backups are sent offsite nightly to secure cloud to protect the customers data against major disasters such as fire, flood or theft. • Backups are encrypted at rest and in transfer. • Replacement unit shipped with customer data next business day in the event of site failure. 	1	\$385.00	\$385.00
MS-WORKSTATION	<p>Managed Device Security - Total IT 2024 Secure Managed Device Security - Total IT Secure provides the additional tools to secure the desktops and servers to meet compliance requirements and includes the following components:</p> <ul style="list-style-type: none"> • Security Overwatch (EDR/MDR) for servers and endpoints. • Application whitelisting • M365 Email Filtering • M365 Backup • M365 Archive • VPN 2FA Support • Dark Web Scanning • Phish Threat Testing • End User Security Education • 28 devices workstations, laptops and up to 1 servers 	1	\$1,200.00	\$1,200.00
MS-24X7	<p>Managed Service 24x7 Support Retainer Managed Service 24x7 Support Retainer</p>	1	\$250.00	\$250.00

Services Costs (Recurring)		Qty	Recurring	Ext. Recurring
MS-SERVER	Managed Server - Additional Additional Server - Managed Device Security - Total IT 2024 Secure	0	\$300.00	\$0.00
MS-WORKSTATION	Managed Workstation - Additional Additional Device - Managed Device Security - Total IT 2024 Secure	0	\$105.00	\$0.00
Recurring Subtotal:			\$3,955.00	

Services Costs (One-Time)		Qty	Price	Ext. Price
MS-SETUP	One Time Setup <ul style="list-style-type: none"> • Install management agents. • Install anti-virus clients. • Tag systems with support contact information. • Collect hardware, software application and communications vendor information. 	1	\$3,955.00	\$3,955.00
PS-HOURLY	Professional Services Hourly Rate Hourly rate for out of scope services.	0	\$150.00	\$0.00
PS-AFTERHOURS	Professional Services After-Hours / Holiday Rate Hourly rate for services performed outside the hours of Monday through Friday 8 AM to 5 PM PT or on holidays.	0	\$225.00	\$0.00
Subtotal:			\$3,955.00	

Tri-Dam Project - IT Services RFQ

Quote Information:

Quote #: 002340
 Version: 1
 Delivery Date: 08/09/2024
 Expiration Date: 09/08/2024

Prepared for:

Tri-Dam Project
 PO Box 1158
 Pinecrest, CA 95364
 Summer Nicotero
snicotero@tridamproject.com
 (209) 965-3996

Prepared by:

Coneth Solutions
 Chris Doyle
 (209) 824-8727 x.145
 Fax (209) 824-5806
cdoyle@coneth.com

One-Time Expenses		Amount
	Services Costs (One-Time)	\$3,955.00
	Total	\$3,955.00

Recurring Expenses		Amount
	Services Costs (Recurring)	\$3,955.00
	Recurring Total	\$3,955.00

This proposal is an Addendum subject to the terms and conditions of the Master Service Agreement between the Parties and any Product Addendum executed to the Master Services Agreement.
 All invoices are billed with Net 10 terms.
 Service agreement invoices are billed at the start of the contract and are billed at the beginning of each calendar month.
 Time billed at the hourly rate is billed monthly on a separate invoice.
 Invoices will be delivered to the customer's billing contact via email.
 This service contract can be cancelled by either party with 90 days written notice.
 Customer balance is due in full upon cancellation notice.
 We reserve the right to cancel orders arising from pricing or other errors.

 Signature

 Date

BOARD AGENDA REPORT

Date: 8/15/2024
Staff: Summer Nicotero

SUBJECT: Tri-Dam Project Unrepresented Employee Cost of Living Adjustment

RECOMMENDED ACTION: Approve the 2024 Unrepresented Employee Cost of Living Adjustment and Approve the 2024 Employee Pay Schedule

BACKGROUND AND/OR HISTORY:

Annually, the wage grades for unrepresented employees are reviewed and compared to the change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W). This year wages were also compared to similar agencies to ensure alignment with the local market. The proposed salary schedule reflects adjustments as a result of these comparisons. The step schedule was also adjusted to align with OID and SSJID as well as our neighboring public agencies. The result is a reduction in steps (from 7 to 5) with a 5% increase between steps.

The attached table shows the CPI-W data for the years 2023–2024. Based on the data, the increase from 2023 to 2024 is 3.96%. As such, the recommendation is to adjust the wage grades for unrepresented employees as detailed on the attached schedule effective with the pay period beginning August 11. The proposed wage adjustments result in an overall decrease of 5.42% in unrepresented wages due to the reclassification of the Finance Manager to an Accounting Supervisor. If the reclass is not factored into the wage schedule the overall increase in wages is 2.75%.

The current and proposed wage grade schedules are attached.

FISCAL IMPACT: \$13,000 annually for currently filled positions. \$16,000 maximum annual increase for the O&M Manager (assuming top steps), and \$71,000 maximum annual decrease for the Accounting Supervisor due to reclass (assuming top steps).

ATTACHMENTS: Proposed Wage Grades for Unrepresented Employees
Current Wage Grades for Unrepresented Employees
CPI-W Monthly Data, 2014 – 2024

Board Motion:

Motion by: _____ Second by: _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)



Tri-Dam Unrepresented Wage Grades

Step Increase Based on CPI as of June 1, 2024

Proposed

April-to-April CPI Increase:

3.96%

Urban Wage Earners & Clerical Workers - San Francisco-Oakland-Hayward

(most recent available)

		1		2		3		4		5	
Clerk to the Board/ Admin Asst	Monthly	\$	6,279	\$	6,592	\$	6,922	\$	7,268	\$	7,632
	Hourly	\$	36.22	\$	38.03	\$	39.94	\$	41.93	\$	44.03
Accounting Supervisor	Monthly	\$	9,010	\$	9,460	\$	9,933	\$	10,430	\$	10,951
	<i>Vacant</i>	Hourly	\$	51.98	\$	54.58	\$	57.31	\$	60.17	\$
FERC License Compliance Coordinator	Monthly	\$	9,660	\$	10,143	\$	10,650	\$	11,183	\$	11,742
	Hourly	\$	55.73	\$	58.52	\$	61.44	\$	64.52	\$	67.74
Operations and Maintenance Manager	Monthly	\$	14,834	\$	15,576	\$	16,355	\$	17,173	\$	18,031
	<i>In hiring process</i>	Hourly	\$	85.58	\$	89.86	\$	94.36	\$	99.07	\$
Finance Clerk	Monthly	\$	4,432	\$	4,654	\$	4,887	\$	5,131	\$	5,388
	Hourly	\$	25.57	\$	26.85	\$	28.19	\$	29.60	\$	31.08
General Manager	Monthly	\$	18,542								
	<i>(Contract, not adjusted)</i>	Hourly	\$	106.97							

Year	CPI Index	% Change
2009	218.587	-
2010	223.821	2.39%
2011	231.600	3.48%
2012	236.626	2.17%
2013	241.764	2.17%
2014	247.932	2.55%
2015	252.875	1.99%
2016	259.386	2.57%
2017	268.896	3.67%
2018	278.039	3.40%
2019	288.266	3.68%
2020	290.304	0.71%
2021	302.294	4.13%
2022	322.021	6.53%
2022	333.478	3.56%
2023	346.671	3.96%

Overall Increase over prior schedule; without Finance Manager reclass

2.75%

Overall decrease over prior schedule; including Finance Manager reclass

-5.42%

**Consumer Price Index for Urban Wage Earners and Clerical Worker:
Original Data Value**

Series Id: CWURS49BSA0
Not Seasonally Adjusted
Series Title: All items in San Francisco-Oakland-Hayward, CA, urban
Area: San Francisco-Oakland-Hayward, CA
Item: All items
Base Period: 1982-84=100
Years: 2014 to 2024

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2014		245.148		247.932		250.085		249.877		250.508		247.680	248.326	247.097	249.555
2015		249.809		252.875		254.736		256.060		256.107		255.492	253.910	252.041	255.780
2016		257.141		259.386		261.017		262.326		264.026		263.222	260.830	258.715	262.946
2017		265.569		268.896		269.508		269.827		271.272		271.342	268.990	267.426	270.555
2018		275.699		278.039		280.219		281.536		283.183		283.278	279.572	277.035	282.110
2019		284.758		288.266		288.581		288.514		291.707		289.456	288.192	286.615	289.770
2020		292.010		290.304		292.420		293.062		294.442		295.687	292.601	291.297	293.906
2021		297.170		302.294		304.971		307.423		309.656		312.019	304.602	300.275	308.928
2022		316.463		322.021		328.137		325.932		329.331		326.465	323.900	320.408	327.391
2023		331.875		333.478		335.725		336.663		337.698		335.597	334.662	332.718	336.605
2024		341.595		346.671											

Increase from 2023 to 2024 **3.96%**

GENERAL MANAGER BOARD REPORT

Summer Nicotero

August 15, 2024

1. Our functional Emergency Action Plan exercise is scheduled for next week. I want to recognize Tracey for her massive efforts to encourage our stakeholders to participate in this event. We are expecting over 20 attendees from various agencies that are concerned with our Tulloch operations. In addition, I want to thank Genna for her help with setting the event up.
2. As I mentioned last month, we are required by FERC to conduct a noxious weed survey of our upper works. We completed the foot survey and are drafting our updated report to FERC.
3. The day use area has been a source of much concern this summer. We have received complaints from the public regarding the activities that are taking place after the gates are closed, trespassing on neighboring properties, parking in unauthorized areas, etc. We are working with law enforcement to develop plans to address and monitor these activities.
4. I have started working on updating the employee handbook. Many of our policies need to be updated due to changes in laws. In addition, I am reviewing the handbook in its entirety to ensure we have complete and thorough policies in place.
5. We are in the middle of employee reviews. As the only manager, I am meeting with every employee to review their performance over the past year and set goals for the coming year. I am fortunate to have such a high-performing workforce, making this process a rewarding experience.
6. The Accounting Supervisor position is posted. We have already received applications and will continue to accept new applications for the month of August.
7. TCB, the contractor selected to replace the trunnion pin on the radial gate at Beardsley came out for a preconstruction job walk. We anticipate kicking this project off in September.
8. We received our draft Tulloch radial gate inspection report prepared by Gannett Fleming. Overall, the report was clean with some general maintenance notes for the next five years. Gate 7 does have a trunnion pin issue similar to that at Beardsley. We will evaluate the trunnion pin replacement project at Beardsley as we are developing a plan to address gate 7 at Tulloch.
9. The September advisory meeting has been canceled.

OPERATIONS BOARD REPORT

Brett Gordon
August 15, 2024

OPERATIONS:

Reservoir Data (A/F):

FACILITY	STORAGE	MONTH CHANGE
Donnells	58,405	(2,747)
Beardsley	73,745	(22,764)
Tulloch	63,265	(2,000)
New Melones	1,933,531	(70,803)

Outages:

Plant	Dates	Duration	Cause
Unit #3	7/22	1:05 hrs	Tripped control circuit
Unit #3	7/23	1:22 hrs	Tripped control circuit

Operations Report:

New Melones Inflows:

Total inflows for water year 23/24 as of July 31: 886,049 A/F.

District Usage:

Total District usage for the water year 23/24 as of July 31: 313,727 A/F.

Precipitation:

Total precipitation for the month of July: 0.00 inches.

Other Activities:

1. Daily checks all powerhouses.
2. Brought Beardsley Afterbay Dam out of spill for yearly inspection.
3. Completed the noxious plant survey with Scott Oneto, Farm Advisor from the University of California.
4. Completed Donnells spillway, adit and surge chamber inspections.

OPERATIONS BOARD REPORT
Brett Gordon
August 15, 2024



OPERATIONS BOARD REPORT
Brett Gordon
August 15, 2024



OPERATIONS BOARD REPORT
Brett Gordon
August 15, 2024



OPERATIONS BOARD REPORT
Brett Gordon
August 15, 2024



BEARDSLEY PRECIPITATION

YEAR	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	TOTAL
1958-59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7.40	1.39	1.40	1.04	0.00	11.23
1959-60	0.00	0.03	3.09	0.00	0.00	1.92	5.74	8.38	4.68	2.45	0.35	0.00	26.64
1960-61	0.05	0.00	0.44	0.63	5.33	2.43	1.60	3.04	4.96	1.49	1.84	0.29	22.10
1961-62	0.21	1.12	0.77	0.70	3.39	2.98	2.04	15.32	6.13	1.12	1.04	0.02	34.84
1962-63	0.30	0.16	0.35	2.98	1.05	2.66	5.91	8.37	6.08	8.24	3.70	0.74	40.54
1963-64	0.00	0.44	0.59	2.63	7.81	0.81	5.84	0.21	3.02	2.01	2.44	1.64	27.44
1964-65	0.00	0.00	0.34	2.08	7.40	17.93	5.90	1.34	2.44	5.27	0.32	0.29	43.31
1965-66	0.00	1.47	0.60	0.47	12.38	4.59	1.68	2.33	1.00	2.39	0.43	0.10	27.44
1966-67	0.13	0.00	0.28	0.00	7.55	8.48	8.77	0.67	10.02	10.25	2.04	1.05	49.24
1967-68	0.00	0.39	0.90	0.54	2.47	3.35	4.94	4.81	3.48	0.73	1.44	0.02	23.07
1968-69	0.10	0.65	0.00	2.12	6.22	8.28	19.45	8.35	1.88	3.39	0.21	0.39	51.04
1969-70	0.00	0.00	0.55	3.41	2.98	6.46	17.06	3.11	3.43	2.50	0.00	3.17	42.67
1970-71	0.00	0.00	0.00	0.91	10.71	8.44	2.83	1.16	4.87	1.49	1.80	0.77	32.98
1971-72	0.00	0.02	0.29	1.22	6.22	10.31	2.39	2.78	1.01	4.03	0.10	1.62	29.99
1972-73	0.00	0.58	0.17	1.85	6.27	5.57	12.08	12.06	5.31	1.11	0.72	0.74	46.46
1973-74	0.05	0.18	0.07	3.65	9.88	9.10	5.08	1.84	8.18	5.15	0.02	0.07	43.27
1974-75	2.57	0.10	0.00	2.82	2.38	4.95	4.25	10.16	9.90	5.41	0.84	0.63	44.01
1975-76	0.03	2.02	0.15	6.75	2.04	0.74	0.49	3.03	2.66	2.42	0.91	0.05	21.29
1976-77	0.10	2.43	1.00	0.93	1.54	0.24	2.50	2.68	2.06	0.25	4.65	0.38	18.76 RECORD LOW
1977-78	0.00	0.00	0.58	0.24	4.76	9.72	10.85	8.31	8.67	7.97	0.19	0.23	51.52
1978-79	0.08	0.00	3.98	0.07	3.17	4.43	8.45	7.60	6.05	1.86	2.88	0.02	38.59
1979-80	0.17	0.03	0.00	4.66	4.63	5.22	14.62	13.03	3.61	3.09	4.33	0.77	54.16
1980-81	0.43	0.02	0.03	0.71	0.58	3.04	8.05	2.69	6.26	1.67	1.42	0.00	24.90
1981-82	0.06	0.00	0.15	5.27	8.76	8.39	6.08	8.08	11.23	8.19	0.12	1.34	57.67
1982-83	0.03	0.02	4.02	8.78	11.30	7.32	10.83	14.34	12.86	6.29	0.74	0.12	76.65 RECORD HIGH
1983-84	0.01	0.09	3.86	1.35	16.44	12.75	0.27	5.51	3.56	2.70	0.84	1.31	48.69
1984-85	0.00	0.05	0.73	3.97	10.28	2.58	1.52	3.13	5.84	0.86	0.07	0.28	29.31
1985-86	0.30	0.12	2.64	3.09	7.71	4.52	4.70	21.98	8.43	2.37	1.58	0.00	57.44
1986-87	0.02	0.00	2.18	0.00	0.49	0.73	3.42	5.89	5.21	0.79	1.63	0.15	20.51
1987-88	0.00	0.00	0.00	2.19	2.22	5.79	5.42	0.88	0.73	3.15	1.66	0.79	22.83
1988-89	0.00	0.00	0.05	0.07	6.96	4.29	1.45	2.73	10.08	1.41	0.74	0.02	27.80
1989-90	0.00	0.33	3.28	4.30	3.02	0.00	4.75	3.40	2.75	1.66	3.46	0.21	27.16
1990-91	0.00	0.11	0.59	0.41	1.62	1.30	0.40	1.79	16.08	1.74	2.54	1.54	28.12
1991-92	0.17	0.10	0.32	5.54	2.32	3.10	1.97	7.68	4.58	0.45	0.45	1.66	28.34
1992-93	3.26	0.35	0.00	3.05	0.44	9.61	12.19	8.74	6.29	2.07	1.24	2.43	49.67
1993-94	0.00	0.00	0.00	1.25	2.11	1.97	2.93	7.08	0.86	3.71	2.22	0.00	22.13
1994-95	0.00	0.00	0.77	2.82	7.92	3.68	18.32	1.14	18.76	6.98	6.72	1.02	68.13
1995-96	0.05	0.00	0.00	0.00	0.35	9.13	10.32	11.17	6.81	3.94	5.51	1.24	48.52
1996-97	0.05	0.01	0.23	2.55	7.14	16.19	18.16	0.80	0.53	0.82	0.51	1.24	48.23
1997-98	0.17	0.00	0.33	1.39	4.99	3.70	12.86	16.30	6.69	4.94	6.46	1.35	59.18
1998-99	0.00	0.00	2.84	0.49	5.12	3.13	8.93	9.71	2.63	3.03	1.28	1.03	38.19
1999-00	0.00	0.13	0.18	1.05	3.51	0.51	11.68	14.13	2.58	3.70	2.72	1.06	41.25
2000-01	0.00	0.07	0.96	3.17	1.01	1.59	4.69	4.70	3.08	5.39	0.00	0.07	24.73
2001-02	0.02	0.00	0.60	1.17	6.97	9.75	2.56	2.13	6.88	2.29	2.02	0.00	34.39
2002-03	0.00	0.00	0.09	0.00	7.42	11.17	1.12	3.50	3.81	9.36	2.69	0.00	39.16
2003-04	0.09	1.32	0.06	0.00	2.88	9.97	2.79	8.52	1.07	0.17	0.55	0.02	27.44
2004-05	0.02	0.00	0.19	7.66	2.93	6.67	10.52	6.95	9.35	3.35	5.76	0.80	54.20
2005-06	0.00	0.11	0.71	1.70	3.34	17.72	7.75	5.26	10.14	10.55	1.97	0.10	59.35
2006-07	0.08	0.00	0.01	1.53	3.56	5.25	2.08	8.70	1.30	2.61	1.33	0.10	26.55
2007-08	0.01	0.17	0.34	1.02	0.95	5.01	10.15	6.69	0.87	0.26	2.85	0.00	28.32
2008-09	0.00	0.00	0.00	1.65	6.17	5.08	5.88	6.98	6.78	1.97	3.37	0.79	38.67
2009-10	0.00	0.10	0.00	4.37	1.31	5.89	7.97	5.86	4.92	6.66	3.65	0.06	40.79
2010-11	0.00	0.00	0.00	8.67	7.15	14.21	2.15	5.76	15.22	1.94	2.94	3.21	61.25
2011-12	0.00	0.00	1.56	3.13	1.77	0.00	6.25	1.62	5.96	4.76	0.37	0.92	26.34
2012-13	0.00	0.00	0.00	1.27	5.78	12.56	0.64	0.93	3.26	1.11	1.48	0.80	27.83
2013-14	0.00	0.00	0.72	0.56	1.80	1.22	1.59	9.23	6.17	3.43	0.98	0.05	25.75
2014-15	0.52	0.03	1.03	0.15	3.72	7.25	0.13	4.49	0.43	3.08	2.75	0.80	24.38
2015-16	0.39	0.00	0.11	2.26	5.36	9.74	9.53	1.74	9.19	3.13	1.82	0.34	43.61
2016-17	0.00	0.00	0.00	7.26	3.19	8.30	22.25	20.47	5.49	8.06	0.59	0.46	76.07
2017-18	0.00	0.09	1.44	0.50	7.34	0.42	5.20	0.76	14.50	3.70	1.02	0.00	34.97
2018-19	0.00	0.00	0.00	1.92	8.21	3.07	9.84	15.37	8.97	2.07	7.43	0.46	57.34
2019-20	0.00	0.00	0.63	0.00	1.39	10.58	2.09	0.08	7.50	3.87	3.09	0.33	29.56
2020-21	0.00	0.23	0.10	0.00	2.38	3.40	7.28	2.44	2.83	1.31	0.18	0.00	20.15
2021-22	0.09	0.00	0.18	7.51	0.95	13.37	0.04	0.36	0.96	4.14	0.39	0.31	28.30
2022-23	0.00	0.29	2.27	0.02	3.83	12.65	21.85	5.43	15.48	0.22	1.12	1.10	64.26
2023-24	0.00	1.27	1.51	0.25	2.64	3.16	6.69	10.49	8.71	3.08	1.59	0.00	39.39
2024-25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00 Current Year
Average	0.15	0.21	0.74	2.23	4.70	6.18	6.74	6.15	5.88	3.38	1.88	0.63	38.87
2023-24 +/-	(0.15)	1.06	0.77	(1.98)	(2.06)	(3.02)	(0.05)	4.34	2.83	(0.30)	(0.29)	(0.63)	0.52

ANNUAL AVERAGE **38.87**

INCHES +/- ANNUAL AVERAGE **0.52**

Updated as of 6-Aug-24

PERCENT OF ANNUAL AVERAGE **0%**

MAINTENANCE BOARD REPORT
Hogue/Stewart
August 15, 2024

1. Completed tree and vegetation removal at the base and face of Beardsley Dam. These trees and vegetation were flagged as possibly problematic in the 2024 FERC inspection.
2. Upon completion of the 2024 spill season we conducted our annual evaluation of the Beardsley after bay dam. Found nothing of major concern. We did identify some loose fasteners so the crew re-torqued them.
3. Experienced sewage ejection system pump issues at the Tulloch Day use area. Tracy coordinated with motherlode septic and had it pumped so the issue could be looked at. Issue was resolved once the excessive amount of wipes were removed from the ejection pump. Also removed and replaced batteries on the auto flush valves.
4. Donnells Dam Cottage water heater was no longer functional. Removed and replaced with like and kind from General Plumbing.
5. Tulloch white house air conditioner was reported out of service. Troubleshoot issue and discover the fan start capacitor was faulty. Removed and replaced capacitor and AC is now returned to service.
6. The deer brush at the beginning of the 4700 road was beginning to severely encroach into the roadway. The crew carefully removed the brush and piled to be burned at a later date.
7. Performed weekly Tulloch lake patrols and debris removal. Replaced broken/sunken buoys, and collected garbage.
8. Hauled garbage and debris to the dump from the property previously being leased to Doug's Dock Works.
9. Performed the FERC required noxious weed survey within the FERC boundaries of Donnells and Beardsley area.
10. Donnells, Beardsley, and Tulloch Unit 3 control room air conditioners are out of service. Currently Foust Heating and Air is waiting on parts for all 3. We did not want to have any equipment failures due to high temperatures so we have installed temporary window mount AC's at all 3 sites. This is a good, not great, temporary solution but is helping conditions right now.
11. Per FERC recommendations, Donnells Dam spillway weep holes were flushed, measured, and depths recorded for our records.
12. Per pressure vessel inspector's recommendation, we replaced the incorrectly rated safety valve on station air accumulator at Tulloch Powerhouse with appropriately rated safety valve.



Noxious Weed Survey



Bear on Beardsley Rd.



FERC mandated tree removal at the base of Beardsley Dam



REGULATORY AFFAIRS BOARD REPORT

Tracey McKnight

August 15, 2024

FERC Compliance:

- **5-Year Noxious Plant Report (P. 2005):** On July 30th, field monitoring and surveys were conducted with the help of Scott Oneto, University of California Farm Advisor, covering El Dorado, Amador, Calaveras, and Tuolumne Counties. Scott provided crucial guidance on controlling non-native invasive plants (NNIP) within the FERC boundary (Beardsley and Donnell areas). This effort aimed to minimize and manage NNIP, focusing on Himalayan blackberry, Yellow-star thistle, Bull Thistle, Woolly Mullein, and Cheatgrass. This survey, the first since August 2019, was performed internally, resulting in cost savings and enhanced staff capability to meet FERC compliance independently. The field day was successful in both learning and teamwork for weed mitigation.
- **15-Year Western Pond Turtle Habitat and Presence Survey:** Conducted by Terry Strange of Strange Resource Management on July 19th at Lake Tulloch. The survey identified four pond turtles and confirmed that two basking structures remain functional, with one occupied by a turtle. The full report is expected by the end of August.
- **Aquatic Nuisance Vegetation Management Plan (P. 2067):** A survey is scheduled in the next month to assess invasive plant species along the accessible shoreline of Lake Tulloch. The multi-day survey aims to document findings, including methods, results, and the location and size of invasive plant beds. A detailed project report will be provided upon completion of the survey.
- **Emergency Action Plan (EAP):** We are on track for the scheduled EAP functional exercise on Tuesday, August 20, 2024, at 18440 Striker Court, Sonora. Nearly all key stakeholders have confirmed their attendance, and we anticipate a strong turnout and productive collaboration. The exercise aims to achieve the following goals:
 - **Preparedness:** To familiarize stakeholders with the Tri-Dam Project's Emergency Action Plan (EAP) procedures and clarify roles during emergency situations.
 - **Decision-Making and Enhanced Understanding:** To simulate real-life emergency scenarios, allowing participants to practice critical decision-making and gain a deeper understanding of key EAP components, such as inundation maps.
 - **After-Action Insights:** To collect valuable feedback that will help improve response strategies and operational procedures for future emergencies.

Permit and Other Assignments Update:

- **Stakeholder Engagement:** The Compliance Coordinator will attend the annual Lake Tulloch Shores Association event on Saturday, August 31. The purpose is to provide education on the Tulloch Permitting process and to promote initiatives for vegetation management and bottom barrier mats.
- **Agency Coordination:**
 - **Calaveras County Collaboration:** The Compliance Coordinator has initiated a partnership with the Calaveras County Building Department to streamline final inspections. This collaboration allows County-certified inspectors to review electrical work and improvements. Once this process is established, similar efforts will be initiated with Tuolumne County.
 - **Tulloch Day Use Update:** We are enhancing our collaboration with Calaveras County Sheriff's Office and Copper Fire to improve law enforcement presence and fire lane management. In addition, new signage has been installed at the Day Use area, including "No Jumping," "No Diving," "No Open Flames," "Leash Required for Pets," "No Docking," and "No Parking" signs along the fire lane. Additionally, toilet paper locks and trash cans have been added to the public restrooms as well.

REGULATORY AFFAIRS BOARD REPORT

Tracey McKnight

August 15, 2024

- **Permit Progression:**

The Compliance Coordinator is actively managing open permits, addressing non-compliance issues, conducting site reviews, and handling permit processing inquiries for various properties at Tulloch. Notably, 20 permit applications have been approved within the 2024 calendar year. Since the last board meeting:

- **5 new Tulloch encroachment permits** applications have been received.
- **3 final inspections** have been successfully completed.

- **Litigation Matters:**

In addition to ongoing litigation matters, I am pleased to report the successful resolution of a litigation case that has been pending since 2022. The applicant faced several challenges throughout the process but was cooperative in complying with our regulations and the Shoreline Management Plan. During the final inspection, the applicant addressed additional safety concerns by removing a metal rod protruding from the lake and repairing a damaged walkway board. Despite the costs and difficulties experienced, the applicant expressed appreciation for our process and commitment to lake safety. He found the experience valuable and was relieved and pleased to pass the final inspection.

Generation & Revenue Report

July 2024



Donnells							
	Average Generation (1958-2018)	2024 Net Generation (kWh)	Avoided Generation (kWh)	Resource Adequacy (kW)	Ancillary Services	2024 Budget	2024 Energy Revenue
JAN	17,389,989	13,451,010	-	72,000	65,660	\$1,770,582	\$1,551,192
FEB	17,229,608	15,496,866	-	72,000	63,710	\$1,782,992	\$1,642,956
MAR	23,070,659	18,883,610	-	72,000	63,690	\$1,513,854	\$1,881,262
APR	31,686,865	29,203,254	-	72,000	63,571	\$2,045,889	\$2,717,035
MAY	41,216,149	24,289,400	21,509,200	72,000	63,165	\$2,119,856	\$4,132,852
JUN	42,555,036	36,230,794	7,655,870	72,000	65,670	\$1,975,938	\$4,124,490
JUL	36,444,466	17,370,659	-	72,000	67,000	\$2,421,488	\$1,407,023
AUG	27,568,740		-				\$0
SEP	20,111,167		-				\$0
OCT	12,743,535		-				\$0
NOV	12,042,987		-				\$0
DEC	14,354,891		-				\$0
Total	296,414,092	154,925,592	29,165,070	504,000	452,466	\$13,630,599	\$17,456,810

Beardsley					
	Average Generation (1958-2018)	2024 Net Generation (kWh)	Resource Adequacy (kW)	2024 Budget	2024 Energy Revenue
JAN	3,150,048	2,526,874	4,300	\$210,026	\$240,961
FEB	2,927,753	2,602,705	2,740	\$137,175	\$236,163
MAR	3,584,274	3,947,943	2,000	\$132,375	\$347,523
APR	4,717,464	6,051,314	6,540	\$303,908	\$546,573
MAY	5,799,593	8,150,655	5,960	\$316,614	\$730,756
JUN	6,336,073	8,118,103	9,100	\$343,475	\$761,857
JUL	6,629,514	8,225,723	5,540	\$368,142	\$707,412
AUG	6,269,748				\$0
SEP	5,223,523				\$0
OCT	3,752,220				\$0
NOV	2,794,775				\$0
DEC	3,713,920				\$0
Total	54,898,907	39,623,316	36,180	\$1,811,715	\$3,571,245

Tulloch					
	Average Generation (1958-2018)	2024 Net Generation (kWh)	Resource Adequacy (kW)	2024 Budget	2024 Energy Revenue
JAN	4,271,885	5,772,875	3,870	\$298,186	\$517,752
FEB	5,024,913	8,080,003	7,970	\$320,156	\$730,745
MAR	7,580,691	12,945,175	12,420	\$322,441	\$1,162,965
APR	10,811,027	11,597,756	16,580	\$346,041	\$1,063,727
MAY	12,131,040	17,158,754	20,510	\$382,161	\$1,578,203
JUN	12,084,818	17,782,494	23,230	\$427,001	\$1,691,904
JUL	12,609,174	16,456,471	20,550	\$449,961	\$1,415,257
AUG	11,868,293				\$0
SEP	8,577,620				\$0
OCT	4,664,124				\$0
NOV	2,487,256				\$0
DEC	3,288,702				\$0
Total	95,399,542	89,793,529	105,130	\$2,545,947	\$8,160,553

Generation & Revenue Report (cont'd)

July 2024



Project Total						
	Average Generation (1958-2018)	2024 Net Generation (kWh)	Resource Adequacy (kW)	Ancillary Services	2024 Budget	2024 Energy Revenue
JAN	24,811,922	21,750,759	80,170	65,660	\$ 2,278,794	\$2,309,905
FEB	25,182,274	26,179,573	82,710	63,710	\$ 2,240,323	\$2,609,864
MAR	34,235,623	35,776,728	86,420	63,690	\$ 1,968,670	\$3,391,751
APR	47,215,356	46,852,324	95,120	63,571	\$ 2,695,838	\$4,327,335
MAY	59,146,782	71,108,009	98,470	63,165	\$ 2,818,631	\$6,441,811
JUN	60,975,928	69,787,260	104,330	65,670	\$ 2,746,414	\$6,578,251
JUL	55,683,154	42,052,854	98,090	67,000	\$ 3,239,591	\$3,529,692
AUG	45,706,781	-	-	-	\$ -	\$0
SEP	33,912,310	-	-	-	\$ -	\$0
OCT	21,159,879	-	-	-	\$ -	\$0
NOV	17,325,019	-	-	-	\$ -	\$0
DEC	21,357,513	-	-	-	\$ -	\$0
Total	446,712,540	313,507,507	645,310	452,466	\$17,988,261	\$29,188,608

162%

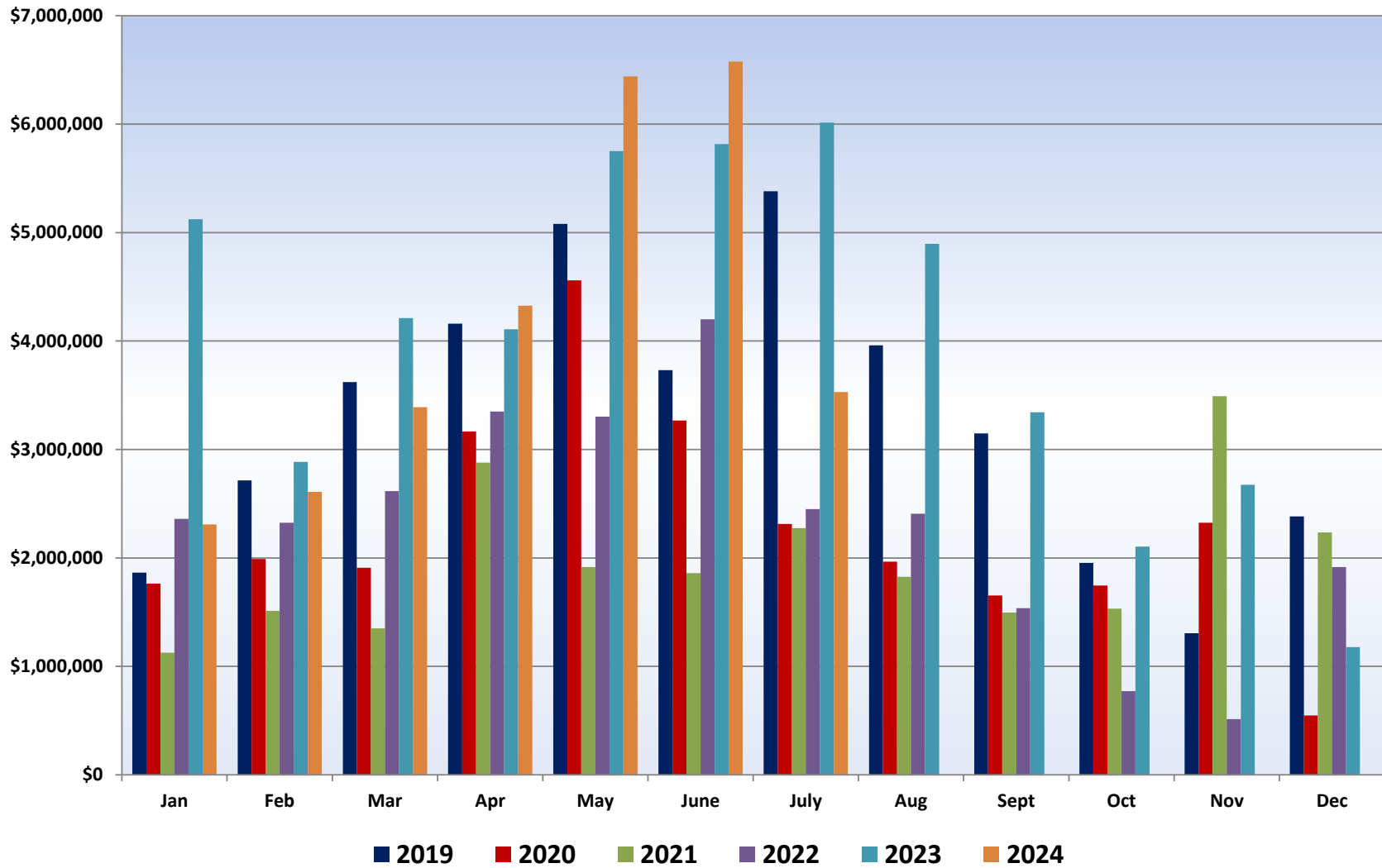
Tri-Dam Power Authority - Sandbar

	Average Generation (1958-2018)	2024 Net Generation (kWh)	Resource Adequacy (kW)	2024 Budget	2024 Energy Revenue
JAN	4,663,654	3,192,570	8,920	\$524,092	\$323,621
FEB	3,946,606	3,693,906	4,250	\$293,227	\$336,801
MAR	5,290,014	6,368,842	680	\$269,419	\$550,440
APR	6,873,822	9,305,525	6,470	\$588,271	\$826,155
MAY	8,065,189	11,394,752	6,640	\$639,604	\$1,013,149
JUN	8,750,023	10,830,143	6,600	\$634,702	\$977,592
JUL	9,133,101	11,222,018	5,420	\$667,954	\$965,560
AUG	8,560,581				\$0
SEP	6,928,285				\$0
OCT	4,898,944				\$0
NOV	2,947,604				\$0
DEC	5,554,123				\$0
Total	75,611,948	56,007,757	38,980	\$3,617,269	\$4,993,318

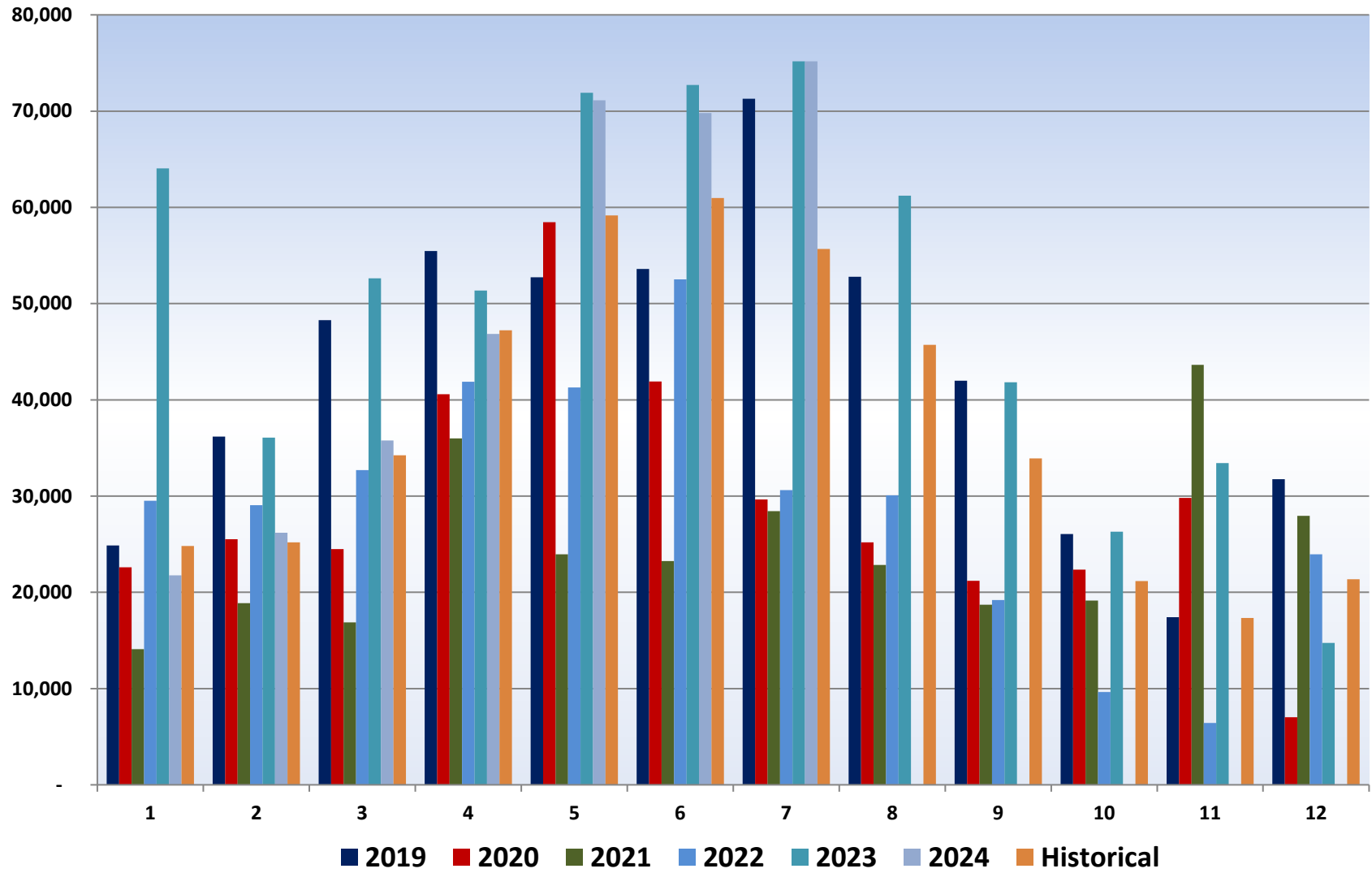
138%

Note: Price per MWh is \$81 at Donnells and \$86 at all other plants

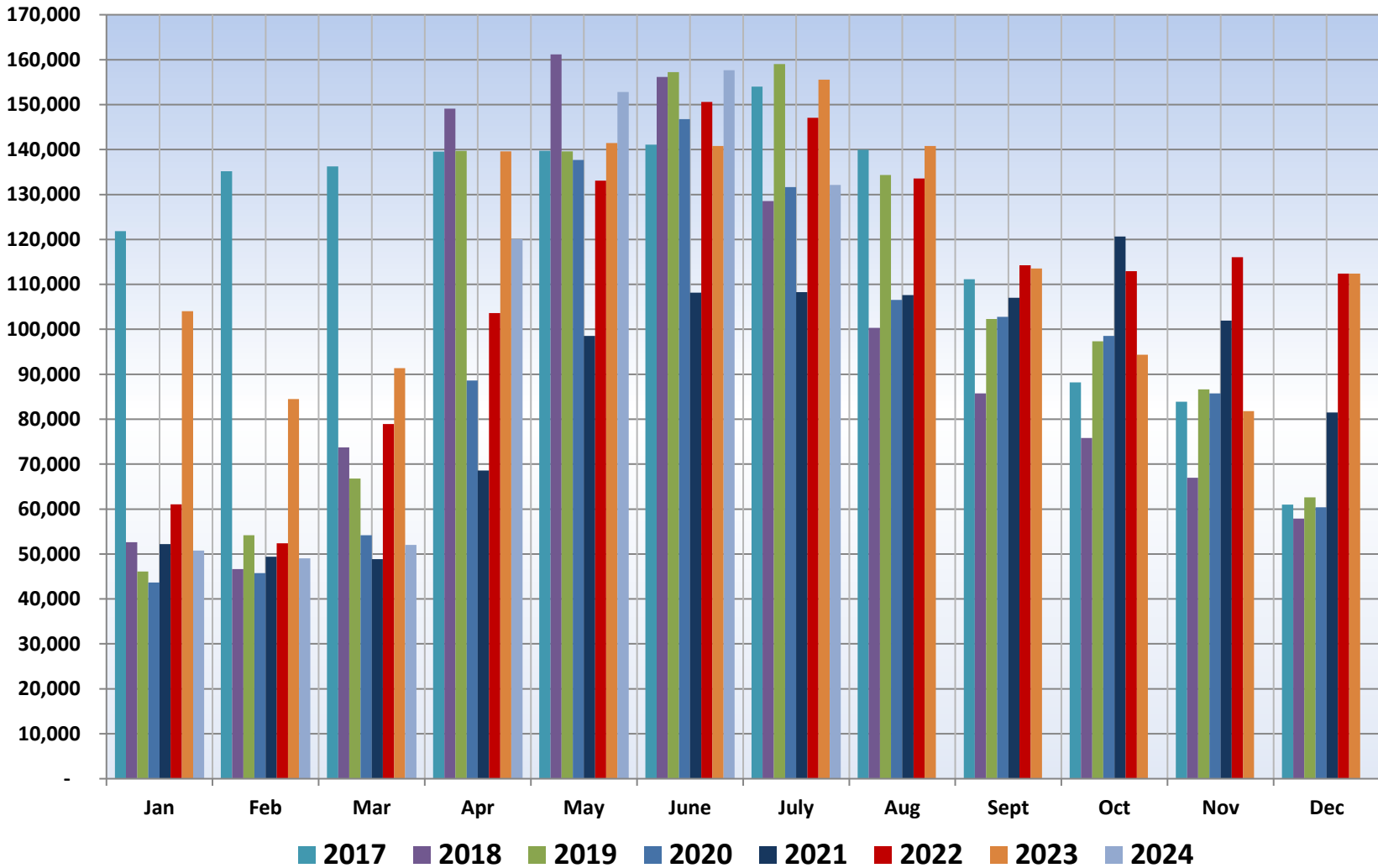
Tri-Dam Project Generation Revenue



Tri-Dam Project Total Generation - MWh



Tri-Dam Project Storage AF - Donnellis & Beardsley



Western Price Survey Discontinued

July 26, 2024



Electrical infrastructure at sunset.

Jon Cornwell/Flickr

NewsData has made the decision to sunset the current iteration of the Western Price Survey/Price Report in both California Energy Markets and Clearing Up. Our staff is working with a third party to revamp this data-driven aspect of our publications, which will return soon in a new, revamped and improved form. Watch this space!

Sunset of Western Price Survey Stirs Recollections of Its Origins

by Arthur O'Donnell

July 29, 2024

Hello, friends and colleagues,

I just saw the notice that NewsData is ending the Western Price Survey (as it was) after more than 25 years.

As the person who started all that, I wanted to note how novel and critical this service has been.

There was zero price transparency in electric markets at the time. California was gearing up for utility restructuring and more competitive markets, and then-California Public Utilities Commission President Dan Fessler thought that The Wall Street Journal should exclusively publish a commodity price line in each day's paper, along with the pork bellies and gold prices. Though they wanted to restrict it to Dow Jones {for prestige, I guess), we energy reporters, including the late great WSJ reporter Rebecca Smith, demanded open access to the numbers for all publications.

Well, what turned out was that the California Independent System Operator would give a California day-ahead market price to WSJ {which was not reflective of all market activity) and CEM had to call regional traders each week (then twice a week-midweek and full week) to get power prices for key hubs across the West and some sense of sales volumes. We traded a free fax, then emails, of the report to each trader in return for their local pricing and market assessments.

But besides the numbers, the most important part of the report has always been the WHY for whatever the prices were and some projection of what was expected in the week ahead. This was a very valuable and unprecedented service when it began.

There had since the 1940s been some level of gas price reporting for Henry Hub and Southwest basins, but CEM's report brought in each of the Western producing hubs and California CityGate numbers, PG&E and SoCal. The gas price reports directly tied into impacts on electric prices, as natural gas was the marginal resource and fueled the majority of generation capacity.

During the energy crisis, several of our reporting utilities dropped off because things were too crazy, and everyone was beginning to sue each other. I'm forever grateful for the couple of traders who would return my calls, even though their bosses told them not to. And I forgave the others.

Because we had a consistent set of numbers for those years, we were able to create timeline charts that showed the extent of market volatility. One chart I used for presentations for 2000-2002 looked exactly like an EKG of a myocardial infarction. Yes, the energy markets were having a heart attack on a daily basis.

After the crisis abated, the report was improved with better, more dynamic charts and more relevant info from CAISO.

I am proud of this service, which put NewsData way ahead of events before, during and after the crisis. And it fulfilled our initial hopes that CEM would truly represent energy markets as well as utility regulation, policy, legislation and litigation.

I hope the new iteration of the report, whatever you might call it, is as effective and reflective of Western energy markets as they continue to evolve with imbalance energy transactions, regional day-ahead markets and whatever the future holds.

Keep up the good work.

Arthur O'Donnell

First editor and associate publisher of CEM, 1989-2002

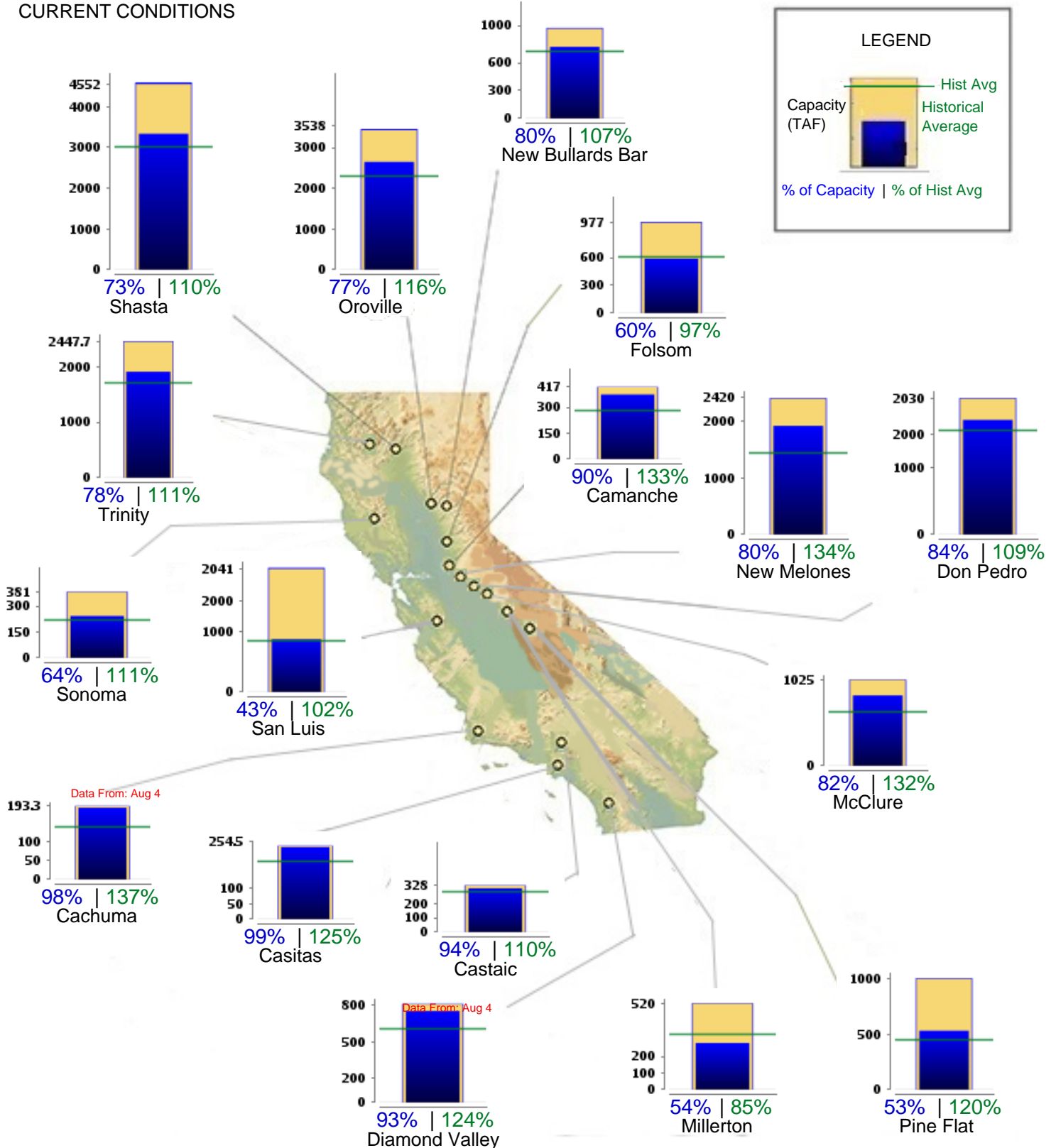


CURRENT RESERVOIR CONDITIONS

CALIFORNIA MAJOR WATER SUPPLY RESERVOIRS

Midnight - August 7, 2024

CURRENT CONDITIONS





August 6, 2024

Tri Dam Project
Summer Nicotero
P.O. Box 1158
Pinecrest, CA 95364

Re: July 2024 Invoice

Dear Miss Nicotero:

Enclosed is an invoice for consulting services provided by FISHBIO during July. Effort during July focused on continued data analyses and writing in support of final project reporting for the WIIN Act Stanislaus Native Fish Plan study. Preparation of the report remains on schedule for the first complete draft to be available in December. This invoice also reflects effort to prepare to conduct the annual *O. mykiss* census in August an invoice for our sub-contractor's efforts for the stock-recruit analysis.

Budget Summary

2024	<i>O. mykiss</i>			Total
	<i>Non-natives</i>	<i>Census</i>	<i>Stock-recruit</i>	
<i>Jan</i>	\$ 8,290.00	\$ -	\$ -	\$ 8,290.00
<i>Feb</i>	\$ 8,610.00	\$ -	\$ -	\$ 8,610.00
<i>Mar</i>	\$ 11,460.00	\$ -	\$ -	\$ 11,460.00
<i>Apr</i>	\$ 8,085.00	\$ 1,051.07	\$ 10,030.00	\$ 19,166.07
<i>May</i>	\$ 21,325.00	\$ 1,450.00	\$ 3,195.00	\$ 25,970.00
<i>Jun</i>	\$ 19,925.00	\$ -	\$ -	\$ 19,925.00
<i>Jul</i>	\$ 14,445.00	\$ 3,060.00	\$ 12,180.00	\$ 29,685.00
TOTAL	\$ 92,140.00	\$ 5,561.07	\$ 25,405.00	\$ 123,106.07
<i>Estimated 2024</i>	\$125,000.00	\$ 60,000.00	\$ 30,000.00	\$ 215,000.00
<i>Remaining</i>	\$ 32,860.00	\$ 54,438.93	\$ 4,595.00	\$ 91,893.93

Sincerely,


Andrea Fuller

SJB July Field Report

All RST data has been finalized and production estimates are currently being calculated and will be presented in next month's report.

Stanislaus River *O. mykiss* Sampling

Monthly hook-and-line sampling for Reclamation's studies resumed in the Stanislaus River on July 16, and a total of 30 fish were captured. Total length of fish captured ranged from 214 mm (8.4 inches) to 436 mm (17.1 inches). Captured fish were PIT tagged before being released. Over the past year a total of 375 *O. mykiss* have been captured and PIT tagged during these hook and line surveys.

Calaveras River *O. mykiss* Life-history Investigation

Hook-and-line surveys were conducted in the Calaveras River during July to capture and tag *O. mykiss* as part of the Calaveras River *O. mykiss* Life-history Investigation. The study has been occurring monthly since it was implemented in June 2020. The objective of the study is to estimate the abundance of *O. mykiss* and evaluate factors that drive the expression of anadromous (ocean going) or resident life history expression. A total of 3,278 *O. mykiss* have been PIT tagged to date with 125 tagged during the July event.

San Joaquin River Electrofishing

The final electrofishing event of the summer occurred on July 17-18 in the San Joaquin River, Grant Line Canal, and Old River regions of the South Delta. A total of 10 sites (all fixed sites) were sampled during the month. Catch during the summer largely consisted of black bass with a few striped bass.

Summer Snorkel Surveys

Summer snorkel surveys to estimate *O. mykiss* populations were conducted in July in the Tuolumne River from La Grange Dam to Hickman Bridge. Snorkel surveys are currently underway in the Stanislaus River with surveys in the Calaveras River scheduled immediately following the Stanislaus surveys.

Fall-run Adult Migration Monitoring

The 2024 monitoring season for adult fall-run Chinook and *O. mykiss* is approaching in the San Joaquin Basin. The Stanislaus River weir will be installed the week of September 2 and the Tuolumne River weir installation is planned for the week of September 9.

In 2023, a total of 2,388 Chinook were observed passing the Stanislaus weir, which is approximately one-third fewer than the previous fall, and the third straight year of declining

escapement (Figure 1). A total of 33 steelhead (>16 inches; 406 mm TL) passed through the weir (size range 410 - 655 mm) between September and April. The majority of the steelhead passed September-October. Twenty-three out of thirty-three steelhead passing the weir during the season were of hatchery origin (i.e., adipose fin clip).

Escapement to the Tuolumne River more than doubled in 2023 with 1,768 fall-run adult Chinook passing the weir (Figure 1). This was the third straight year of increasing escapement on the Tuolumne River and the highest during the last four years.

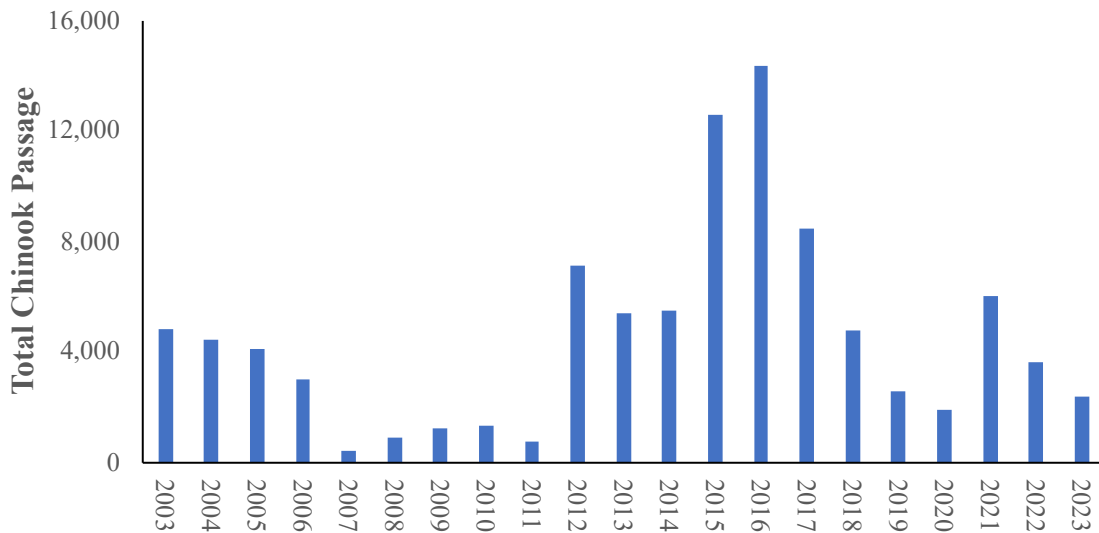


Figure 1. Annual adult Chinook salmon passages at the Stanislaus River weir, 2003-2023.

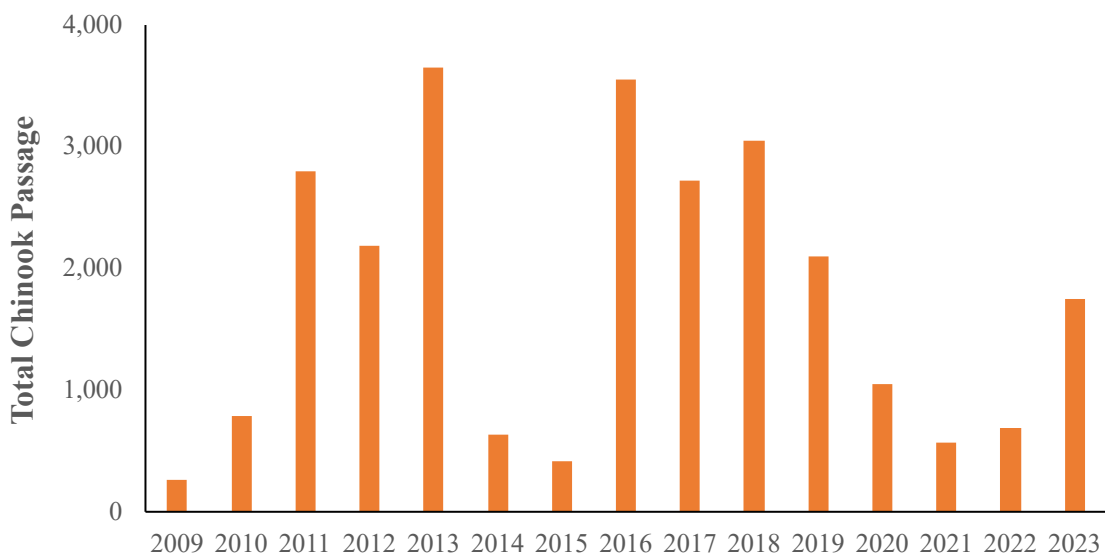


Figure 2. Annual adult Chinook salmon passages at the Tuolumne River weir, 2009-2023.

TRI-DAM

POWER

AUTHORITY

REGULAR BOARD MEETING
AGENDA
TRI-DAM POWER AUTHORITY
of THE OAKDALE IRRIGATION DISTRICT and
THE SOUTH SAN JOAQUIN IRRIGATION DISTRICT
August 15, 2024
Start time is immediately following the Tri-Dam Project meeting
which begins at 9:00 AM

So. San Joaquin Irrigation District
11011 Highway 120
Manteca, CA 95336

A COMPLETE COPY OF THE AGENDA PACKET WILL BE AVAILABLE ON THE TRI-DAM PROJECT WEB SITE (www.tridamproject.com) ON FRIDAY, AUGUST 9, 2024 AT 3:00 P.M. ALL WRITINGS THAT ARE PUBLIC RECORDS AND RELATE TO AN AGENDA ITEM WHICH ARE DISTRIBUTED TO A MAJORITY OF THE BOARD OF DIRECTORS LESS THAN 72 HOURS PRIOR TO THE MEETING NOTICED ABOVE WILL BE MADE AVAILABLE ON THE TRI-DAM PROJECT WEB SITE (www.tridamproject.com).

Members of the public who wish to attend and participate in the meeting remotely, as opposed to in-person, can do so via internet at <https://ssjid.zoom.us/j/98120276218> or by telephone, by calling 1 (669) 900-6833, Meeting ID: 981-2027-6218, Password: 700546. All speakers commenting on Agenda Items are limited to five (5) minutes.

Members of the public may also submit public comments in advance by e-mailing gmodrell@tridamproject.com by 3:00 p.m., Wednesday, August 14, 2024.

In compliance with the Americans with Disabilities Act, a person requiring an accommodation, auxiliary aid, or service to participate in this meeting should contact the Executive Assistant at (209) 965-3996 ext. 113, as far in advance as possible but no later than 24 hours before the scheduled event. Best efforts will be made to fulfill the request.

CALL TO ORDER

ROLL CALL: John Holbrook, Dave Kamper, David Roos, Glenn Spyksma, Mike Weststeyn, Brad DeBoer, Herman Doornenbal, Tom Orvis, Linda Santos, Ed Tobias

PUBLIC COMMENT

CONSENT CALENDAR

ITEMS 1 – 2

Matters listed under the consent calendar are considered routine and will be acted upon under one motion. There will be no discussion of these items unless a request is made to the Board President by a Director or member of the public. Those items will be considered at the end of the consent items.

1. Approve the Special Board Meeting Minutes of July 16, 2024
2. Approve the July Statement of Obligations

ADJOURNMENT**ITEMS 3 - 4**

3. Commissioner Comments.
4. Adjourn to the next regularly scheduled meeting.

BOARD AGENDA REPORT

Date: 8/15/2024
Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority July 2024 Minutes

RECOMMENDED ACTION: Approve the special meeting minutes of July 18, 2024.

BACKGROUND AND/OR HISTORY:

Draft minutes attached.

FISCAL IMPACT: None

ATTACHMENTS: Draft minutes attached.

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

**TRI-DAM POWER AUTHORITY
MINUTES OF THE JOINT BOARD
OF COMMISSIONERS SPECIAL MEETING**

July 16, 2024
Oakdale, California

The Commissioners of the Tri-Dam Power Authority met at the office of the Oakdale Irrigation District in Oakdale, California, on the above date for the purpose of conducting business of the Tri-Dam Power Authority, pursuant to the resolution adopted by each of the respective Districts on October 14, 1984.

President Tobias called the meeting to order at 9:59 a.m.

OID COMMISSIONERS

SSJID COMMISSIONERS

COMMISSIONERS PRESENT:

ED TOBIAS
TOM ORVIS
BRAD DEBOER
LINDA SANTOS

JOHN HOLBROOK
DAVE KAMPER
DAVID ROOS

Also Present:

Summer Nicotero, General Manager, Tri-Dam Project; Genna Modrell, Executive Asst., Tri-Dam Project; Scot Moody, General Manager, OID; Sharon Cisneros, CFO, OID; Chris Brown, C.J. Brown & Co.; Matt Weber, Counsel, Downey Brand; Tim O’Laughlin, Counsel

PUBLIC COMMENT

No public comment.

CONSENT CALENDAR

- ITEM #1 Approve the regular board meeting minutes of June 20, 2024.**
- ITEM #2 Approve the Financial Statements for the five months ending May 31, 2024**
- ITEM #3 Approve the Treasurer’s Report as of June 30, 2024**
- ITEM #4 Approve the June statement of obligations**

Commissioner Santos moved to approve items one through four under the consent calendar as presented. Commissioner Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

ITEM #5 Consider Approval of 2023 Financial Statements – Presentation by C.J. Brown & Company Audit Presentation for year ending 12/31/23

Approval of Tri-Dam Power Authority’s 2023 audited financials were based upon the presentation by Sharon Cisneros and Chris Brown from C.J. Brown & Company. Sharon advised the Authority’s accounting records are clean.

Commissioner Santos moved to accept the 2023 audited financials as presented. Commissioner Holbrook seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

ITEM #6 Consider Approval of 2024 Annual FERC Administrative Fees

Commissioner Orvis moved to approve as presented. Commissioner Santos seconded the motion.

The motion passed by the following roll call vote:

AYES: DeBoer, Orvis, Santos, Tobias, Holbrook, Kamper, Roos

NOES: None

ABSTAINING: None

ABSENT: Doornenbal, Spyksma, Weststeyn

ITEM #7 Commissioner Comments

None.

ADJOURNMENT

President Tobias adjourned the meeting at 10:05 a.m.

The next Board of Commissioners meeting is scheduled for August 15, 2024, at the offices of South San Joaquin Irrigation District immediately following the Tri-Dam Project meeting, which commences at 9:00 a.m.

ATTEST:

Summer Nicotero, Secretary
Tri-Dam Power Authority

BOARD AGENDA REPORT

Date: 8/15/2024

Staff: Genna Modrell

SUBJECT: Tri-Dam Power Authority July Statement of Obligations

RECOMMENDED ACTION: Approve the July Statement of Obligations.

BACKGROUND AND/OR HISTORY:

Submitted for approval is the July Statement of Obligations for Tri-Dam Power Authority.

FISCAL IMPACT: See Attachments

ATTACHMENTS: Tri-Dam Power Authority Statement of Obligations

Board Motion:

Motion by: _____ **Second by:** _____

VOTE:

OID: DeBoer (Yes/No) Doornenbal (Yes/No) Orvis (Yes/No) Santos (Yes/No) Tobias (Yes/No)

SSJID: Holbrook (Yes/No) Kamper (Yes/No) Roos (Yes/No) Spyksma (Yes/No) Weststeyn (Yes/No)

Tri-Dam Power Authority

Statement of Obligations

July 1, 2024 to July 31, 2024

**TRI-DAM POWER AUTHORITY
STATEMENT OF OBLIGATIONS**

Period Covered
July 1, 2024 to July 31, 2024

Total Obligations: **6** **checks** **in the amount of** **\$55,134.88**
(See attached Vendor Check Register Report)

CERTIFICATION

OAKDALE IRRIGATION DISTRICT

SOUTH SAN JOAQUIN IRRIGATION DISTRICT

Thomas D. Orvis

John Holbrook

Ed Tobias

Dave Kamper

Linda Santos

David Roos

Herman Doornenbal

Glenn Spyksma

Brad DeBoer

Mike Weststeyn

To: Peter Rietkerk, SSJID General Manager:

THE UNDERSIGNED, EACH FOR HIMSELF, CERTIFIES THAT HE IS PRESIDENT OR SECRETARY OF THE TRI-DAM POWER AUTHORITY; THAT THE AMOUNTS DESIGNATED ABOVE HAVE BEEN ACTUALLY, AND NECESSARILY AND PROPERLY EXPENDED OR INCURRED AS AN OBLIGATION OF THE TRI-DAM POWER AUTHORITY FOR WORK PERFORMED OR MATERIALS FURNISHED FOR OPERATIONS AND MAINTENANCE OF THE SAND BAR PROJECT; THAT WARRANTS FOR PAYMENT OF SAID AMOUNTS HAVE BEEN DRAWN ON THE SAND BAR PROJECT O & M CHECKING ACCOUNT AT OAK VALLEY COMMUNITY BANK, SONORA, CALIFORNIA.

TRI-DAM POWER AUTHORITY
PRESIDENT,

TRI-DAM POWER AUTHORITY
SECRETARY,

Ed Tobias, President Date

Summer Nicotero, Secretary Date

Authority

July Checks



Check	Vendor No	Vendor	Date	Description	Amount
ACH	10289	Federal Energy Reg. Commission	07/24/2024	Annual Administration Charges for 2024	21,906.63
*131098	11459	C & R Royal SVC, Inc.	07/03/2024		74.25
*131125	11511	Amazon Capital Services, Inc.	07/24/2024		7.83
208420	10037	American Public Power Assn.	07/03/2024	Utility Membership Renewal	1,296.88
208421	10516	Pacific Gas & Electric	07/24/2024		343.29
208422	10755	USDA Forest Service	07/24/2024	Sandbar Campground Agreement	31,506.00
Report Total:					\$ 55,134.88

**Payments were made through the Project account via the Due To/From GL #12410*